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COPY



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

Regular Meeting -- Wednesday, July 19, 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, July 19, 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, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

Absent -- Alderperson Waguespack.

Call To Order.

On Wednesday, July 19, 2023 at 10:00 A.M., the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Quorum present.

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.

Kent Munsey, pastor of City Church Chicago, opened the meeting with prayer.

PUBLIC COMMENT.

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

Shelly Ng

Ron Onesti

Louis H. Rago

Antoinette Simmons

Pasquale Gianni

Sharon Lewis

Rikki Jones

Anthony J. Onesto

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

Isaiah Forrest

Benjamin Recchie

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

Kyle Lucas

Elizabeth Monkus

Ramona Paravola

Christina Warden

Michelle Woods

Rules Suspended -- REPORT OF COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

Aldersperson Ervin moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of the report of the Committee on the Budget and Government Operations regarding the appointment of Mary B. Richardson-Lowry as Corporation Counsel. The motion *Prevailed*.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

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

[A2023-49/A2023-0001255]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration an appointment of Mary B. Richardson-Lowry as Corporation Counsel (A2023-49/A2023-0001255), 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,
Chair.

On motion of Alderperson Ervin, the committee's recommendation was *Concurred In* and the said proposed appointment of Mary B. Richardson-Lowry as Corporation Counsel was *Approved* by a viva voce vote.

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

At this point in the proceedings, Alderperson Hall moved to *Suspend the Rules Temporarily* to acknowledged seven-year-old Bradley Holt, accompanied by his father Ronald Holt, and expressed his congratulations to Bradely on being named "Alderperson for a Day".

Alderperson Beale then moved to *Suspend the Rules Temporarily* to grant Bradley and his father the privilege of the floor. The motion *Prevailed*.

Mayor Johnson then invited Bradley Holt and his father Ronald Holt to the Mayor's rostrum where he conveyed his personal congratulation and best wishes to Bradley at which time they received a round of applause from the members of the City Council and assembled guests.

REGULAR ORDER OF BUSINESS RESUMED.

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- COMMEMORATION OF LIFE AND LEGACY OF LATE RUDY LOZANO.

[R2023-0002904]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Ramirez-Rosa, Lawson, Robinson, Sposato, Knudsen, Reilly, Villegas, Vasquez, Ervin, Rodríguez, Rodríguez-Sánchez, Hopkins, Yancy, Sigcho-Lopez, Chico, Conway, Martin, O'Shea, La Spata, Silverstein, Gutiérrez, Gardiner, Waguespack, Dowell and City Clerk Valencia, a resolution honoring Rudy Lozano.

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 the pivotal role he played in uplifting the Mexican American community in Chicago, the Mayor and members of this chamber are proud to commemorate Rudy Lozano; and

WHEREAS, Rudy Lozano was born in Harlingen, Texas, on July 17, 1951, as one of six children to Guadalupe and Anita Lozano; and

WHEREAS, His formative years in Pilsen instilled in Rudy a deep sense of activism and dedication to the betterment of working people and, 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, After high school, Rudy attended college at the University of Illinois at Chicago, where he maintained his activist spirit, teaching in the community and joining unions; 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 were blessed with three sons: Rudy, Jr., Jose, and David; and

WHEREAS, Not long after, he became a part of the group Centro de Acción Social Autónoma, Hermandad General de Trabajadores [Center for Autonomous Social Action, General Brotherhood of Workers] (CASA), and he also became involved with and led the International Ladies Garment Workers Union, in which he helped the women express their dissatisfaction with the union currently representing them; and

WHEREAS, After his work in CASA, Rudy began his political work in Chicago's 22nd Ward, where he registered voters and worked to increase unity between Latinos, working class whites and African Americans; and

WHEREAS, He began his campaign for alderman in 1982 but, though he lost the election in 1983, he proved himself to be an invaluable member of Chicago's Latino community by becoming a part of Mayor Harold Washington's transition team; and

WHEREAS, Rudy Lozano's life was tragically cut short on June 8, 1983, when he was murdered in his home, and at his funeral Mayor Washington described him as, "a man driven by a search for unity among people"; and

WHEREAS, His memory remains through the work of many in his family, including his son, Rudy, Jr., who was recently named to the Chicago Public Schools Board of Directors; his sister, Emma, who created Pueblo Sin Fronteras (People Without Borders), an immigrant rights group inspired by a phrase used often by Rudy in his own activism and in the Latino community in Chicago; and through the opening in 1989 of the Rudy Lozano branch of the Chicago Public Library in the Pilsen neighborhood and the Rodolfo Lozano Bilingual and International Center, a magnet elementary school on the City's Near North Side; 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; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 19th day of July 2023, do hereby commemorate Rudy Lozano and celebrate his life and legacy in building a coalition of diverse Chicagoans to work towards creating a more open and equitable city, and in elevating the Mexican American and Latinx communities in particular to ensure that they have a say in Chicago's future; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rudy Lozano's family as a sign of our appreciation and esteem.

On motion of Alderperson Harris, seconded by Alderpersons Rodríguez, Fuentes, Sigcho-Lopez, Ramirez, Vasquez, Burnett, Gutiérrez, Lee and Ramirez-Rosa, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 support of this memorial resolution for Rudy Lozano. Declaring Chicago, "a union town", Mayor Johnson stated that from an early age Rudy Lozano demonstrated a passion and brilliance in fighting for the ideals of "fairness, true representation and unity" and someone who exemplified and embraced the spirit of Chicago. As an organizer of unions such as the International Ladies Garment Workers Union and the Center for Autonomous Social Action, General Brotherhood of Workers, Rudy Lozano helped minority workers gain rights and dignity, the Mayor observed, and as an intricate part of the movement that elected Mayor Harold Washington and a member of Mayor Washington's transition team he helped build a coalition of diverse Chicagoans to create a more open and equitable city. Although Rudy Lozano's life was tragically taken from us his spirit lives on in the embodiment of the Soul of Chicago, the Mayor stated, and his relentless pursuit of justice and fairness taught us what is possible when we work together. Mayor Johnson then expressed his gratitude to the Lozano family for sharing in this commemoration and for continuing to "live out and imbibe the spirit of our brother, our friend, our father and our uncle" as we celebrate Rudy Lozano's legacy to make Chicago a better place for us all. Mayor Johnson also thanked Rudy Lozano, Jr. for his advocacy alongside his father in 2012 during the historic Chicago Teachers Union strike that "led to a political movement that transformed not just this city but set off a wave of strikes across this country" and for his continued commitment to fight for equality and representation as a member of the Chicago Board of Education. Mayor Johnson then left the rostrum and strode to the commissioners' gallery where he presented the Lozano family with a parchment copy of the memorial resolution.

Rules Suspended -- RECOGNITION OF JULY AS DISABILITY PRIDE MONTH IN CHICAGO.

[R2023-0002897]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Ramirez-Rosa, Lawson, Robinson, Sposato, Knudsen, Reilly, Villegas, Vasquez, Ervin, Rodríguez, Rodríguez-Sánchez, Hopkins, Yancy, Sigcho-Lopez, Chico, Conway, Martin, O'Shea, La Spata, Silverstein, Gutiérrez, Gardiner, Waguespack, Dowell and City Clerk Valencia, a resolution celebrating Disability Pride Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, Disability Pride Month is celebrated in July in recognition of the Americans with Disabilities Act (ADA) being signed into law on July 26, 1990; and

WHEREAS, The Chicago Disability Pride Parade is celebrating its 20th anniversary on July 22, 2023; and

WHEREAS, Disabilities may be cognitive, developmental, intellectual, mental, physical, sensory, or a combination of multiple factors, and can fall on a spectrum from readily visible to non-visible; and

WHEREAS, According to the Centers for Disease Control and Prevention, up to 27 percent of adults in the United States have some type of disability, crossing lines of age, race, color, sex, gender identity, sexual orientation, and socioeconomic status; and

WHEREAS, The ADA prevents discrimination based on disability, requires that employers provide reasonable accommodations, and ensures that public accommodations meet certain accessibility requirements; and

WHEREAS, People with disabilities continue to face barriers, particularly with respect to access to comprehensive and affordable healthcare and employment; and

WHEREAS, Throughout the city's history, members of Chicago's disability rights community have been leaders on disability issues, leading to the passage of the ADA, the ADA Amendments Act of 2008, and the United Nations' Convention on the Rights of Persons with Disabilities; and

WHEREAS, The Mayor's Office for People with Disabilities provides programs and services to ensure compliance with federal, state, and local disability rights laws and regulations, prepare people with disabilities for meaningful career opportunities, accessing community resources, promote accessible public transportation, and provide home accessibility modifications for low-income Chicago residents with disabilities, among others; and

WHEREAS, The city is committed to making Chicago a worldclass accessible location on behalf of all residents and visitors with disabilities; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 19th day of July 2023, do hereby recognize the month of July as Disability Pride Month in the City of Chicago, and encourage all Chicagoans to celebrate the identities and cultures of people with disabilities and the fierce advocacy of those in the disability rights movement.

On motion of Alderperson Mitchell, seconded by Alderpersons Lee, Sposato, Vasquez, Manaa-Hoppenworth, Lawson and La Spata, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 commemorating Disability Pride Month. Commending the incredible organizers and leaders from across this country, including leaders from our great city, who successfully led the charge to see the Americans with Disabilities Act signed

into law on July 26, 1990, Mayor Johnson observed that it is in recognition of the passage of this Act that we honor Chicago residents and visitors with disabilities not only during the month of July but rather every day. Declaring his commitment to work together with the Office for People with Disabilities and the community to seek an end to the stigma around disability, Mayor Johnson called upon Chicagoans to celebrate the diversity of individuals with disabilities and the strength they bring to the soul of our city. Acknowledging the progress that has occurred over the past 30 years since the passing of the ADA, Mayor Johnson asserted that there is still work to be done and professed his commitment to continue efforts to ensure that Chicago is a city where everyone can thrive regardless of their background, their circumstances or where they are from. Mayor Johnson then invited various special guests to the Mayor's rostrum where he presented them with a parchment copy of the congratulatory resolution.

At this point in the proceedings, Alderperson Harris moved to *Suspend the Rules Temporarily* to allow City Clerk Valencia to welcome a group of interns working this summer with various aldermanic offices as part of the Mikva Challenge, as well as student interns working in the Office of the City Clerk. The motion *Prevailed*.

Alderperson Mosley then rose and expressed his honor in supporting the Mikva Challenge and its leadership in youth civic engagement and noted with pride that he is a student alumnus and former board member of this program. Alderperson Mosley also recognized and thanked Verneé Green, newly appointed CEO, Michelle Morales, former Chicago Executive Director, Brian Brady, former CEO and Executive Director as well as founder Abner Mikva for their vision and leadership.

Mayor Johnson and the members of the City Council then joined together in a round of applause.

Rules Suspended -- CONGRATULATIONS EXTENDED TO KEVIN LAMPE ON RECEIVING EDWARD R. SOLVIBILE DISTINGUISHED SERVICE AWARD.

[R2023-0002209]

Alderperson Dowell moved to *Suspend the Rules Temporarily* to go out of the regular order of business for immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, In recognition of his servant leadership and appreciation of his tireless work mentoring and teaching leadership skills to his fraternity brothers, Phi Kappa Theta Fraternity will present its highest honor, the Edward R. Solvibile Distinguished Service Award, to a brother, Kevin Lampe; and

WHEREAS, Phi Kappa Fraternity was founded at Brown University in 1889, and Theta Kappa Phi was founded at Lehigh University in 1919; each was founded because established fraternities denied membership to Catholic men. In 1959, the two fraternities merged into the united fraternity of Phi Kappa Theta; and

WHEREAS, In the fall of 1979, Kevin Lampe was initiated into the Brotherhood of Phi Kappa Theta at the Illinois Kappa Mu Chapter at Western Illinois University in Macomb, Illinois; and

WHEREAS, Kevin Lampe was a charter member and president of his chapter; he also served as installation chairman, rush chairman and ritualist. He became a national officer as a sophomore when he joined the undergraduate advisory council in 1980. He graduated in 1983; and

WHEREAS, As an alumnus, Kevin Lampe continued his seamless relationship of service with the national fraternity. He began as district governor and province president until his election to Phi Kappa Theta's National Board of Trustees in 1999. On a local level, he served as alumni association president and director on the local housing board; and

WHEREAS, In 2009, Kevin Lampe was elected national president of Phi Kappa Theta Fraternity. After finishing 12 years of service on the national board, he began his first term as a trustee of the Phi Kappa Theta National Foundation in 2011 and continues to serve on that board; and

WHEREAS, Lampe has conducted those difficult conversations with brothers in tough situations. He trained brothers (collegiate, alumni and staff) on how to respond to the media and serves as a spokesperson when needed. He negotiated with university officials and testified at university hearings. He conducted investigations and chaired judicial hearings. He was an alumni leader during the adoption and rollout of risk management policies and those difficult but needed changes to Greek life culture. He knows more about fraternity liability insurance than he ever thought possible. He even suffered the heartbreak of closing his own collegiate chapter as a national board member; and

WHEREAS, Kevin Lampe has attended 35 Phi Kappa Theta national annual meetings; visited and advised dozens of chapters; spoke at and attended numerous recruitment events; served as educational dean for national and regional leadership training meetings; attended multiple alumni functions; served as keynote speaker at conferences, installations, conventions for Phi Kappa Theta and other fraternities; taken many calls from a brother in distress; and spent countless late-night hours "solving the world's problems" with his brothers and others; and

WHEREAS, Kevin Lampe is most proud of the fact he has attended or participated in his fraternity's ritual nearly 65 times; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 19th day of July 2023, do hereby congratulate Kevin Lampe on the occasion of Phi Kappa Theta Fraternity awarding him the Edward R. Solvibile Distinguished Service Award in recognition of a lifetime of servant leadership with the fraternity. We express our heartfelt congratulations for providing an example of the value of volunteerism and demonstrating and living the "I will" spirit of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kevin Lampe.

On motion of Alderperson Dowell, seconded by Alderperson Hopkins, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF CHASSE REHWINKEL AS COMPTROLLER.

[A2023-0002895]

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

7/19/2023

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Chasse Rehwinkel as Comptroller.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF PANAGIOTIS K. VALAVANIS AS MEMBER OF
ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2023-0002902]

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

July 19, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Panagiotis K. Valavanis as a member
of Special Service Area Number 22, the Andersonville Commission, for a term effective
immediately and expiring April 10, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[A2023-0002903]

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

July 19, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Joe Oliveri as a member of Special Service Area Number 28-2014, the Six Corners Commission, for a term effective immediately and expiring January 21, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/19/2023

COMMUNICATIONS, ETC.

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Referred -- APPOINTMENT OF RICHARD NORWOOD AS MEMBER OF 71ST/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2023-0002905]

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

July 19, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Richard Norwood as a member of Special Service Area Number 42, the 71st/Stony Commission, for a term expiring April 11, 2026, such period allocated as follows: a term effective immediately and expiring April 11, 2024, to succeed Jennifer M. Barnes, whose term has expired, 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 ROBERT H. BLOCK AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2023-0002906]

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

July 19, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Robert H. Block as a member of Special Service Area Number 48, the Old Town Commission, for a term effective immediately and expiring June 30, 2025, to succeed Robert G. Zadyak, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANGELA TOVAR AS CHIEF SUSTAINABILITY OFFICER.

[A2023-0002901]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Environmental Protection and Energy*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Angela Tovar as a Chief Sustainability Officer.

7/19/2023

COMMUNICATIONS, ETC.

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Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF CHAPTERS 13-72, 17-10, 17-13 AND 17-17 OF
MUNICIPAL CODE REGARDING ELECTRIC VEHICLE SUPPLY EQUIPMENT.

[O2023-0002910]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Buildings, together with Alderman Martin, I transmit herewith an ordinance amending the Municipal Code regarding Electric Vehicle Supply Equipment.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- DECLARATION OF OFFICIAL INTENT TO ISSUE MULTI-FAMILY HOUSING REVENUE BONDS OR NOTES FOR CONSTRUCTION OF AFFORDABLE RENTAL HOUSING AT 4531 -- 4555 W. WASHINGTON BLVD.

[O2023-0003030]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 issuance of tax-exempt bonds for the CARE Manor Development project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF INTERGOVERNMENTAL AGREEMENTS WITH CHICAGO BOARD OF EDUCATION FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT VARIOUS PUBLIC SCHOOLS.

[O2023-0003003, O2023-0003004,
O2023-0003005, O2023-0003006]

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

7/19/2023

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 execution of intergovernmental agreements with the Chicago Board of Education for the provision of TIF funds for improvements at various Chicago Public Schools.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPROVAL OF AMENDMENT NO. 4 TO REDEVELOPMENT PLAN FOR
NORTHWEST INDUSTRIAL CORRIDOR REDEVELOPMENT PROJECT AREA.

[O2023-0003017]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 approving Amendment Number 4 to the Redevelopment Plan for the Northwest Industrial Corridor Redevelopment Project Area.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- DESIGNATION OF EXPANDED NORTHWEST INDUSTRIAL CORRIDOR
REDEVELOPMENT PROJECT AREA AS REDEVELOPMENT PROJECT AREA.

[O2023-0003022]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 designating the Expanded Northwest Industrial Corridor Redevelopment Project Area a Redevelopment Project Area pursuant to the Tax Increment Allocation Redevelopment Act.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/19/2023

COMMUNICATIONS, ETC.

1543

Referred -- ADOPTION OF TAX INCREMENT FINANCING FOR EXPANDED
NORTHWEST INDUSTRIAL CORRIDOR REDEVELOPMENT PROJECT AREA.
[O2023-0003025]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 adopting Tax Increment Allocation Financing for the expanded Northwest Industrial Corridor Redevelopment Project Area.

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.
[O2023-0002925]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR
PROPERTY AT 407 WEST 109TH ST.

[O2023-0002991]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 property located at 407 West 109th Street.

7/19/2023

COMMUNICATIONS, ETC.

1545

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR
PROPERTY AT 500 N. LASALLE DR.

[O2023-0002959]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 L tax incentive for property located at 500 North LaSalle Drive.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2023-0003037, O2023-0003067, O2023-0003070,
O2023-0003071, O2023-0003072,
O2023-0003074, O2023-0003076]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 negotiated sale of City-owned properties.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- CALL ON COMMITTEE ON HEALTH AND HUMAN RELATIONS TO HOLD SUBJECT MATTER HEARING REGARDING WAYS TO EXPAND ACCESS TO MENTAL HEALTH SERVICES IN CHICAGO.

[R2023-0002929]

The Honorable Brandon Johnson, Mayor, submitted the following communication, which was, together with the proposed resolution transmitted therewith, *Referred to the Committee on Health and Human Relations*:

7/19/2023

COMMUNICATIONS, ETC.

1547

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- Together with Alderman Rodríguez-Sánchez, I transmit herewith a resolution calling for a subject matter hearing regarding ways to expand access to mental health services in Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ACQUISITION OF PROPERTY LOCATED AT 3034 W. FOSTER AVE.
[O2023-0003069]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the acquisition of property located at 3034 West Foster Avenue from the Metropolitan Water Reclamation District of Greater Chicago.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF MULTI-FAMILY LOAN AND LOW-INCOME HOUSING
TAX CREDITS FOR ISLAND TERRANCE APARTMENT PROJECT.

[O2023-0003075]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 issuance of multi-family loan and low-income housing tax credits for the Island Terrace Apartment project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

7/19/2023

COMMUNICATIONS, ETC.

1549

Referred -- RENEWED RETROACTIVE LICENSE AGREEMENT WITH 548 CAPITAL LLC TO SECURE AND MAINTAIN CITY PROPERTY AND CITY'S INTEREST IN DEVELOPMENT PROPERTIES AT 8840 S. COMMERCIAL AVE., 8844 S. COMMERCIAL AVE AND 8848 S. COMMERCIAL AVE.

[O2023-0003032]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

July 19, 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 a renewed right of entry agreement with 548 Capital LLC.

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 -- FUNDING LOAN NOTIFICATION OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE NOTE, SERIES 2023A AND SERIES 2023B (ENCUENTRO SQUARE II APARTMENTS).

[F2023-0002698]

A communication from Jill Jaworski, Chief Financial Officer, under the date of July 10, 2023, received in the Office of the City Clerk on July 10, 2023, transmitting, pursuant to Section 6 of the Bond Ordinance, the Funding Loan Notification of City of Chicago Multi-Family Housing Revenue Note, Series 2023A and Series 2023B (Encuentro Square II Apartments) 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 -- CHICAGO POLICE DEPARTMENT LATERAL AND REHIRE AGREEMENT.

[F2023-0002789]

A communication from Annette Guzman, Budget Director, under the date of July 14, 2023, received in the Office of the City Clerk on July 14, 2023, transmitting a copy of the Chicago Police Department Lateral and Rehire Agreement, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S FINAL REPORT ON CHICAGO POLICE DEPARTMENT'S SEARCH WARRANT PROCESS.

[F2023-0002198]

A communication from Deborah Witzburg, Inspector General, under the date of June 28, 2023, received in the Office of the City Clerk on June 28, 2023, transmitting a final report regarding Chicago Police Department's search warrant process, which was *Placed on File*.

Placed On File -- OFFICE OF INSPECTOR GENERAL'S SECOND QUARTER REPORT FOR YEAR 2023.

[F2023-0002787]

A communication from Deborah Witzburg, Inspector General, under the date of June 14, 2023 and received in the Office of the City Clerk on June 13, 2023, transmitting,

pursuant to Section 2-56-120 of the Municipal Code of Chicago, the Second Quarter Report of Year 2023 of the Inspector General's Office providing an overview of their investigations, audits and review of administrative programs for the period of April 1, 2023 through June 30, 2023, 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 June 21, 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 July 19, 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 June 21, 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:

Addison & Clark Property Owner LLC (Application Number 22228) -- to classify as Residential-Business Planned Development Number 1164, as amended, instead of Residential-Business Planned Development Number 1164 the area shown on Map Number 9-G bounded by:

West Addison Street; North Sheffield Avenue; the alley next south of and parallel to West Addison Street; the alley next west of and parallel to North Sheffield Avenue; a line 287.63 feet south of and parallel to West Addison Street; the alley next west of and parallel to North Sheffield Avenue; a line drawn from a point 335.15 feet south of West Addison Street and 176.45 feet west of North Sheffield Avenue to a point on the east line of North Clark Street, 455.98 feet south of the south line of West Addison Street; North Clark Street; a line 65.30 feet south of and parallel to West Addison Street; a line 393.89 feet west of and parallel to North Sheffield Avenue; a line 44.97 feet south of and parallel to West Addison Street; and a line 302.21 feet west of and parallel to North Sheffield Avenue (common address: 3515 -- 3549 North Clark Street, 1001 -- 1029 West Addison Street and 3546 -- 3558 North Sheffield Avenue).

[O2023-0002777]

William J. Barbaro (Application Number 22237T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-F bounded by:

the public alley next north of and parallel to West Pershing Road; South Normal Avenue; West Pershing Road; and a line 144.0 feet west of and parallel to South Normal Avenue (common address: 500 -- 510 West Pershing Road).

[O2023-0002834]

Chicago Housing Authority (Application Number 22226) -- to classify as a C1-3 Neighborhood Commercial District instead of Residential Planned Development Number 1104 and RT4 Two-Unit, Townhouse, and Multi-Unit District and further, to classify as a Residential-Business Planned Development instead of a C1-3 Neighborhood Commercial District the area shown on Map Number 86-B bounded by:

the southerly line of West Blackhawk Street; North Larrabee Street; a line 782.97 feet south of and parallel to West Blackhawk Street, said line extending a distance of 37.10 feet west from the west right-of-way line of North Larrabee Street to a point; a line extending a distance of 42.90 feet from the last described point and measured perpendicular to the northerly line of North Clybourn Avenue; North Clybourn Avenue; a line extending a distance of 37.65 feet which forms an angle south 76 degrees, 35 minutes, and 37 seconds east from the southwest corner of Orchard Park Subdivision (Document Number 98901233, recorded October 7, 1998) to the southeast corner of Orchard Park Subdivision (Document Number 98901233, recorded October 7, 1998); and the northwesterly right-of-way line of vacated North Ogden Avenue (common address: 1410 -- 1486 North Larrabee Street, 601 -- 631 West Blackhawk Street and 1401 -- 1471 North Clybourn Avenue).

[O2023-0002764]

DL3 Revive 6300 LLC (Application Number 22232) -- to classify as a B3-5 Community Shopping District instead of a B3-3 Community Shopping District the area shown on Map Number 16-E bounded by:

East 63rd Street; South Cottage Grove Avenue; a line 99.99 feet south of and parallel to East 63rd Street; and the public alley next west of and parallel to South Cottage Grove Avenue (common address: 6300 -- 6308 South Cottage Grove Avenue and 747 -- 759 East 63rd Street).

[O2023-0002760]

Jose Gonzalez (Application Number 22235) -- to classify as an M2-2 Light Industry District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-K bounded by:

West 31st Street; a line 140 feet east of and parallel to South Kostner Avenue; the alley next south of and parallel to West 31st Street; and South Kostner Avenue (common address: 4355 West 31st Street).

[O2023-0002822]

H&N Bryn Mawr LLC (Application Number 22233) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 15-J bounded by:

the public alley next north of and parallel with West Bryn Mawr Avenue; a line 408 feet east of and parallel to North Spaulding Avenue; West Bryn Mawr Avenue; and a line 333 feet east of and parallel to North Spaulding Avenue (common address: 3218 -- 3222 West Bryn Mawr Avenue).

[O2023-0002798]

Kuo, Wai Gat (Application Number 22234) -- 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 6-F bounded by:

a line 82 feet north of and parallel to West 28th Place; the public alley next east of South Shields Avenue; a line 56 feet north of and parallel to West 28th Place; and South Shields Avenue (common address: 2739 South Shields Avenue).

[O2023-0002816]

Onni 700 West Chicago LLC (Application Number 22229) -- to classify as Planned Development Number 1399, as amended, instead of Planned Development Number 1399 the area shown on Map Number 3-F bounded by:

the North Branch of the Chicago River; West Chicago Avenue; and North Halsted Street (common address: 700 West Chicago Avenue).

[O2023-0002795]

So Baked Too LLC (Application Number 22239T1) -- 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 2-I bounded by:

West Harrison Street; a line 56.00 feet east of and parallel to South California Avenue; the alley next south of and parallel to West Harrison Street; and South California Avenue (common address: 601 -- 611 South California Avenue).

[O2023-0002836]

West Town Gamma Sub LLC (Application Number 22236T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 1-G bounded by:

the public alley next north of and parallel to West Ohio Street; a line 72.00 feet west of and parallel to North Ada Street; West Ohio Street; and a line 96.00 feet west of and parallel to North Ada Street (common address: 1342 West Ohio Street).

[O2023-0002826]

1153 Property LLC (Application Number 22238T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

West Grand Avenue; a line 160 feet east of and parallel to North Racine Avenue; the public alley next south of and parallel to West Grand Avenue; and the public alley next east of and parallel to North Racine Avenue (common address: 1153 West Grand Avenue).

[O2023-0002835]

1840 North Marcey LLC (Application Number 22225) -- to classify as a B3-3 Community Shopping District instead of an M2-3 Light Industry District and further, to classify as a Residential-Business Planned Development instead of a B3-3 Community Shopping District the area shown on Map Number 5-G bounded by:

North Kingsbury Street; North Clifton Avenue; North Marcey Street; and the north line of the Chicago, Milwaukee & St. Paul Railroad right-of-way (common address: 1840 -- 1866 North Marcey Street).

[O2023-0002763]

2219 North Hamilton LLC (Application Number 22227) -- to classify as Planned Development Number 1508, as amended, instead of Planned Development Number 1508 the area shown on Map Number 5-H bounded by:

West Lyndale Street; North Hoyne Avenue; West Webster Avenue; and North Hamilton Avenue (common address: 2120 West Webster Avenue/2219 North Hamilton Avenue).

[O2023-0002770]

2246 Clark LLC (Application Number 22230) -- to classify as B2-3 Neighborhood Mixed-Use District instead of a B1-3 Neighborhood Shopping District the area shown on Map Number 5-F bounded by:

beginning from a point 194.25 feet southeast of West Belden Avenue, as measured along the west right-of-way line of North Clark Street; North Clark Street; a line 50.25 feet north of and parallel to West Grant Place; the alley next east of and parallel to North Cleveland Avenue; and a line from a point 58.75 feet north of West Grant Place and the east right-of-way line of the alley next east of and parallel to North Cleveland Avenue running northeast to the point of beginning (common address: 2246 North Clark Street).

[O2023-0002757]

3327 North Lincoln Comet LLC (Application Number 22231T1) -- to classify as a B3-3 Community Shopping District instead of a B1-2 Neighborhood Shopping District and B1-3 Neighborhood Shopping District the area shown on Map Number 9-H bounded by:

beginning at a line 196 feet south of and parallel to West Roscoe Street; North Marshfield Avenue; a line 321 feet south of and parallel to West Roscoe Street; a line 381.50 feet south of West Roscoe Street, as measured along the easterly right-of-way line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; and a line 256.50 feet south of West Roscoe Street, as measured along the easterly right-of-way line of North Lincoln Avenue and perpendicular thereto, running northeast to the point of beginning (common address: 3327 -- 3335 North Lincoln Avenue).

[O2023-0002758]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Anderson, Tina C.	[CL2023-0002887]
Arado, Ronald J.	[CL2023-0002945]
Brunt, Edward A.	[CL2023-0003055]
Duderija, Almedin	[CL2023-0002986]
French, Jason A.	[CL2023-0002877]
Gallegos, Connie	[CL2023-0003020]
Garcia, Anamile	[CL2023-0002939]
Garcia, Jaime	[CL2023-0002930]
Garcia, Jocelyn	[CL2023-0002868]
Giles, Wendy R.	[CL2023-0002994]
Greene, Zakkiyya A.	[CL2023-0002912]
Gutting, Anastasia F.	[CL2023-0002899]
Heinekamp, Nathan R.	[CL2023-0002894]
Jackson, Robert E.	[CL2023-0003068]
Klibanow, Sharon L.	[CL2023-0002924]
Kolinsky, Robert M.	[CL2023-0003008]
Koprowski, Lukasz J.	[CL2023-0003012]
Lucero, Nenita B.	[CL2023-0002998]
Matazov, Khnimet	[CL2023-0002883]

McClellon, Felicia	[CL2023-0003044]
Mooring, Danielle Y.	[CL2023-0003036]
Morgestern, Rivka R.	[CL2023-0003034]
Perez, Elizabeth	[CL2023-0003007]
Phyfer, Sara E.	[CL2023-0003018]
Pullano, Dawn M.	[CL2023-0003024]
Shah, Deep M.	[CL2023-0002999]
Shaver, Eric C.	[CL2023-0002935]
Shefer, Yuriy	[CL2023-0003019]
Shokunbi, Qudus A.	[CL2023-0003014]
Solomon, Steven C.	[CL2023-0003009]
Steiner-Bible, Carol B.	[CL2023-0003021]
Stephani, William A.	[CL2023-0003023]
Torres, Jesus	[CL2023-0003058]
Van Der Wal, Dena M.	[CL2023-0002896]
Villagomez, Evelyn	[CL2023-0002872]
Wang, DeShun	[CL2023-0002996]
Werbowecky, John M.	[CL2023-0003049]
White, Rondalyn	[CL2023-0003000]
Williams, Lesley A.	[CL2023-0003016]
Williams, Torrence R.	[CL2023-0002950]

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

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/SO2023-0001388]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance concerning financial assistance of loan or grant funds from Multi-Family Program or STSC Bond funds to Boulevard Apartments Preservation L.P. for acquisition and rehabilitation of affordable housing at 1930 -- 1938 North Humboldt Boulevard, 929 -- 935 North Sacramento Avenue and 2212 -- 2214 North Sacramento Avenue, located in the 1st and 26th Wards (O2023-2325/SO2023-0001388) in an amount up to \$12,725,000 in Multi-Family Funds and/or Sales Tax Securitization Corporation (STSC) Bonds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, Pursuant to an ordinance adopted on October 11, 2017 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 55903 through 55915, inclusive, as amended by an ordinance passed by the City Council on January 18, 2023 and published in the *Journal* for such date at pages 59125 through 59143, inclusive, the City Council authorized the Sales Tax Securitization Corporation to issue taxable bonds (the "STSC Bonds") with the expectation that the proceeds of the STSC Bonds, when issued, will reimburse the corporate funds used for, among other things, improving the quality of housing through various rehabilitation and housing redevelopment programs; and

WHEREAS, The City, pursuant to its Multi-Family Loan Program, received from the United States Department of Housing and Urban Development an allocation of Community Development Block Grant funds ("CDBG Funds") to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, Pursuant to a Housing Loan Agreement dated January 31, 1992 ("Original Loan Agreement") the City made a loan of CDBG Funds to Boulevard Apartments Limited Partnership, an Illinois limited partnership (the "Original Borrower"), in the principal amount of \$1,350,000, with an interest rate of one percent per annum and a term of approximately 30 years (the "Original Loan"); and

WHEREAS, The proceeds of the Original Loan were used to provide for the acquisition and rehabilitation of a 70-unit housing development in three buildings located generally at 1930 -- 1938 North Humboldt Boulevard, 929 -- 935 North Sacramento Avenue and 2212 -- 2214 North Sacramento Avenue, in Chicago, Illinois (collectively, the "Property"); and

WHEREAS, The sole general partner of the Original Borrower is Rockwell Community Development, Inc., an Illinois not-for-profit corporation ("Rockwell"), an affiliate of which is Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation ("Bickerdike"); and

WHEREAS, DOH has preliminarily reviewed and approved the making of a new loan to Boulevard Apartments Preservation L.P., an Illinois limited partnership ("New Borrower"), the general partner of which is Rockwell in an amount not to exceed \$12,725,000 (the "New Loan"), to be funded from Multi-Family Program Funds and/or STSC Bond funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Original Borrower and the New Borrower desire to pay off the Original Loan ("Payoff") and desire to sell and transfer the Project, as described on Exhibit A, from the Original Borrower to the New Borrower ("Conveyance"); and

WHEREAS, The City desires to consent to the Pay Off and the Conveyance; 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 City's Commissioner of Housing ("Commissioner") and a designee of the Commissioner (each, an "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the New Loan, Payoff and Conveyance. 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 New Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the New Loan to the New Borrower or to proceed with the Alternate Structures as described in Exhibit A hereto.

SECTION 3. The Project (as described on Exhibit A hereto) shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Sections 2-44-080 through 2-44-105 of the Municipal Code of Chicago (the "Code") shall not apply to the Project or the Property (as defined on Exhibit A hereto).

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

New Borrower: Boulevard Apartments Preservation L.P., an Illinois limited partnership, the general partner of which is Rockwell Community Development, Inc., an Illinois not-for-profit corporation, an affiliate of which is Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation and others to be hereafter selected as the limited partners.

Project: Acquisition and rehabilitation of three buildings located at 1930 -- 1938 North Humboldt Boulevard, 929 -- 935 North Sacramento Avenue and 2212 -- 2214 North Sacramento Avenue (the "Property") and of approximately 70 dwelling units contained therein as studio, one, two, three and four-bedroom units for low- and moderate-income families.

New Loan(s): Source: Multi-Family Program Funds and/or STSC Bonds ("STSC Funds") or another source acceptable to the Authorized Officer.

Amount: Not to exceed \$12,725,000.

Term: Not to exceed 42 years or such other term that is acceptable to the Authorized Officer.

Interest: Zero percent per annum or another interest rate that is acceptable to the Authorized Officer.

Security: One or more junior mortgages on the Property, or such other security acceptable to the Authorized Officer.

Alternate

Structures: If so determined by the Authorized Officer, any portion of the Multi-Family Program Funds and/or STSC Funds may be granted by the City to: (i) Bickerdike Redevelopment Corporation or an entity acceptable to the Authorized Officer for the purpose of making a capital contribution of STSC Funds to the New Borrower or (ii) Bickerdike Redevelopment Corporation or an entity acceptable to the Authorized Officer for the purpose of making a loan of such funds to the New Borrower.

Additional Financing:

1. Amount: Approximately \$735,000, or another amount acceptable to the Authorized Officer (the "Senior Permanent Loan").

Term: Not to exceed 17 years, starting at permanent loan closing or such other term acceptable to the Authorized Officer.

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

Interest: A fixed-rate of interest not to exceed 10.0 percent per annum, or another rate acceptable to the Authorized Officer.

Security: After the construction phase, a mortgage on the Property senior to the lien of the City mortgage(s), or other security acceptable to the Authorized Officer.
2. Amount: Approximately \$20,000,000, or another amount acceptable to the Authorized Officer (the "Construction Loan").

Term: Not to exceed 36 months or such other term acceptable to the Authorized Officer.

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

Interest: A variable rate of interest not to exceed 10.0 percent per annum at closing, or another rate acceptable to the Authorized Officer.

- Security: During the construction phase, a mortgage on the Property senior to the lien of the City mortgage(s), or other security acceptable to the Authorized Officer.
3. Low-Income Housing Tax Credit ("LIHTC")
Proceeds: Approximately \$20,927,907, or such other amount to which the Authorized Officer may consent.
- Source: To be derived from the syndication of a LIHTC allocation of approximately \$2,300,000 by the City.
4. Historic Tax Credit ("HTC")
Proceeds: Approximately \$3,309,526.
- Source: To be derived from the syndication of approximately \$3,987,779 in federal HTC.
5. Amount: Approximately \$350,000, or another amount acceptable to the Authorized Officer, assumed loan (the "IHDA A Loan") from Original Borrower to New Borrower.
- Term: Not to exceed 42 years, starting at permanent loan closing or such other term acceptable to the Authorized Officer.
- Source: Illinois Housing Development Authority ("IHDA").
- Interest: Zero percent per annum, or another rate acceptable to the Authorized Officer.
- Security: A Mortgage on the Property subordinate to the lien of the City mortgages or other security acceptable to the Authorized Officer.
6. Amount: Approximately \$43,296.93, or another amount acceptable to the Authorized Officer, assumed loan (the "IHDA B Loan") from Original Borrower to New Borrower.

- Term: Not to exceed 42 years, starting at permanent loan closing or such other term acceptable to the Authorized Officer.
- Source: IHDA.
- Interest: One percent per annum, or another rate acceptable to the Authorized Officer.
- Security: A Mortgage on the Property subordinate to the lien of the City mortgages or other security acceptable to the Authorized Officer.
7. Amount: Approximately \$4,958,912, or another amount acceptable to the Authorized Officer (the "Seller Loan").
- Term: Not to exceed 42 years, starting at permanent loan closing or such other term acceptable to the Authorized Officer.
- Source: Boulevard Apartments Limited Partnership, as may be assigned to Bickerdike Redevelopment Corporation, an Illinois not-for-profit corporation, as seller financing from sale of the Project from Original Borrower to New Borrower.
- Interest: Not to exceed 8.0 percent per annum, compounding annually, or another rate acceptable to the Authorized Officer.
- Security: A Mortgage on the Property subordinate to the lien of the City mortgages or other security acceptable to the Authorized Officer.
8. Energy Grant
Proceeds
Loan
Amount: \$286,623.90 or such other amount acceptable to the Authorized Officer.
- Source: ComEd Energy Efficiency Program.
- Term: Not to exceed 42 years, starting at permanent loan closing or such other term acceptable to the Authorized Officer.
- Interest: Not to exceed 8.0 percent per annum, compounding annually, or another rate acceptable to the Authorized Officer.

Security: A Mortgage on the Property subordinate to the lien of the City mortgages, or other security acceptable to the Authorized Officer.

Alternate

Structures: Any portion of the ComEd Energy Efficiency Program funds may be received by Bickerdike Redevelopment Corporation or Rockwell Community Development, Inc. for the purpose of making a capital contribution of such funds to the New Borrower.

9. General Partner
Equity:

Amount: Approximately \$100.

Source: General Partner.

REDEVELOPMENT AGREEMENT WITH AND PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO HUDSON MICHIGAN AVENUE OWNER LLC FOR CONSTRUCTION OF VARIED INCOME RESIDENTIAL UNITS, COMMERCIAL, RETAIL AND EVENT SPACE AT 2222 S. MICHIGAN AVE.

[O2023-1647/O2023-0002232]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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 Hudson Michigan Avenue Owner LLC for construction of varied income residential units, commercial, retail and event space at 2222 South Michigan Avenue, located in the 3rd Ward (O2023-1647/O2023-0002232), in the amount of \$10,000,000, 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 July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodriguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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

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 (the "City Council") of the City of Chicago (the "City"), pursuant to ordinances adopted on September 13, 1989: (1) approved and adopted a redevelopment plan (the "Plan") for the Michigan-Cermak Tax Increment Redevelopment Financing Project (the "Area"); (2) designated the Redevelopment Areas as a "redevelopment project" pursuant to the Act; and (3) adopted tax increment allocation financing for the Redevelopment Area (such ordinances, collectively, the "TIF Ordinance"); and

WHEREAS, Ad valorem taxes which, pursuant to Section 5/11-74.4-8(b) of the Act and the TIF Ordinance, are allocated to and when collected are paid to the Treasurer of the City for deposit by the Treasurer into a redevelopment project area special tax allocation fund established to pay redevelopment project costs (as defined in the Act) and obligations incurred in the payment thereof are known generally as "Increment", and Increment from the Area shall be known herein as "Michigan-Cermak Increment"; and

WHEREAS, Hudson Michigan Avenue Owner LLC, a Delaware limited liability company (the "Developer"), has submitted a proposal to the Department of Planning and Development ("DPD") to redevelop certain real property located in the Area, commonly known as 2222 South Michigan Avenue, Chicago, Illinois 60616 (the "Project Property") to

include approximately 38 residential units, 20 percent of which will be affordable to Low-Income Families, a boutique hotel, and approximately 51,200 square feet of commercial/retail use, including a speakeasy, a restaurant, an event space, and a rooftop pool and bar, all in accordance with the Plan (the "Project"); and

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

WHEREAS, The Developer has proposed to undertake the Project pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by Developer and the City to be financed in part by a portion of Michigan-Cermak Increment in an amount not to exceed \$10,000,000 ("City Funds") for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements"); and

WHEREAS, Pursuant to Section 5/11-74.4-4(q) of the Act, the City can use Increment from one redevelopment project area for eligible redevelopment project costs in another redevelopment project area that is either contiguous to, or is separated only by a public right-of-way from, the redevelopment project area from which the Increment is received so long as the applicable redevelopment plans permit such use (the "Transfer Rights"); and

WHEREAS, To induce certain redevelopment pursuant to the Act, in accordance with the provisions of the Act, pursuant to ordinances adopted on July 21, 1999, the City Council: (1) approved and adopted a redevelopment plan (the "24th/Michigan Redevelopment Plan") for the 24th/Michigan Redevelopment Project Area (the "24th/Michigan Redevelopment Area") of the City; (2) designated the 24th/Michigan Redevelopment Area as a "redevelopment project area" pursuant to the Act; and (3) adopted tax increment allocation financing for the 24th/Michigan Redevelopment Area; and

WHEREAS, The Area is either contiguous to, or is separated only by a public right-of-way from the 24th/Michigan Redevelopment Area; and

WHEREAS, The 24th/Michigan Redevelopment Plan permits the exercise of Transfer Rights with respect to Increment from the 24th/Michigan Redevelopment Area ("24th/Michigan Increment") and the Redevelopment Plan permits the receipt of Increment pursuant to Transfer Rights; and

WHEREAS, It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act, the 24th/Michigan Redevelopment Plan, and the Plan to use 24th/Michigan Increment Taxes in an amount up to \$3,250,000 as part of (and not in addition to) the City Funds; and

WHEREAS, Pursuant to Resolution 23-CDC-08 adopted by CDC on February 14, 2023, CDC has recommended that Developer be designated as the Developer for the Project (as defined in such resolution) 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 expressly incorporated in and made a part of this ordinance as though fully set forth herein.

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 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 redevelopment agreement between the Developer and the City substantially in the form attached hereto as Exhibit 1 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 4. The City Council of the City hereby finds that the City is authorized to pay \$10,000,000 from Michigan-Cermak Increment to Developer 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 4.

SECTION 5. Pursuant to the TIF Ordinance, the City has created the TIF Fund for the Michigan-Cermak Increment (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 City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Michigan-Cermak Increment received by the City 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 6. The Mayor, the Chief Financial Officer, the 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 9. 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 10. This ordinance shall be effective as of the date of its passage and approval.

Exhibit "1" to this ordinance reads as follows:

* Editor's note: numbering sequence error; Sections 7 and 8 missing from original document.

Exhibit "1".
(To Ordinance)

Hudson Michigan Avenue Owner LLC Redevelopment Agreement.

This Hudson Michigan Avenue Owner LLC Redevelopment Agreement (this "Agreement") is made as of this ___ day of _____, 2023, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Hudson Michigan Avenue Owner LLC, a Delaware limited liability company ("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 September 13, 1989, an Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Michigan-Cermak Tax Increment Redevelopment Financing Project (the "Plan Adoption Ordinance"); (2) on September 13, 1989, an Ordinance of the City of Chicago, Illinois Designating the Michigan-Cermak Area as Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act; (3) on September 13, 1989, an Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for Michigan-Cermak Redevelopment Project Area (the "TIF Adoption Ordinance"); (4) on March 21, 1990, an Ordinance Approving Amendment No. 1 to Amend Boundaries of Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan; (5) on May 12, 1999, an Ordinance of the City of Chicago, Illinois, Adopting Amendment No. 2 to the Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan; (6) on October 6, 2010, an Ordinance Adopting Amendment No. 3 to the Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan; and (7) on November 26, 2013, an Ordinance Adopting Amendment No. 4 to the Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan (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 2222 S Michigan Avenue, Chicago, Illinois 60616 and legally described on Exhibit B hereto (the "Project Property"), and within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of the historically significant Hudson Motor Company

building (the "Facility") thereon. The Developer plans to redevelop the Project Property within the time frames set forth in Section 3.01 hereof to include: approximately 38 residential units, 20 percent of which will be affordable to Low Income Families, a boutique hotel, and approximately 51,200 square feet of commercial/retail uses. The commercial component is anticipated to include a speakeasy, a restaurant, an event space, and a rooftop pool and bar. 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 City of Chicago Michigan/Cermak Tax Increment Financing Redevelopment Project and Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance, as amended by the Plan Amendments.

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 and the Developer Note.

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 *Project Property
3. The Project	C *TIF-Funded Improvements
4. Financing	D *Permitted Liens
5. Conditions Precedent	E -1 *Project Budget
6. Agreements with Contractors	E-2 *MBE/WBE Budget
7. Completion of Construction or Rehabilitation	F Approved Prior Expenditures
8. Covenants/Representations/Warranties of Developer	G *Requisition Form
9. Covenants/Representations/Warranties of the City	(An asterisk (*) indicates which exhibits are to be recorded.)
10. Developer's Employment Obligations	
11. Environmental Matters	
12. Insurance	
13. Indemnification	

14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
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.

"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, beyond any applicable notice and cure period, 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 8.23); (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) notification of a Capital Event (Section 4.09); (7) delivery of evidence of compliance with the City of Chicago's Sustainable Development Policy (Section 8.25); (8) compliance with the Minimum Occupancy Covenant (Section 8.24); and (8) compliance with the Affordable Housing Covenant (Section 8.28).

"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.

"Capital Event" shall mean a refinance, sale or transfer of the Project or any part thereof, except for conversion of construction financing to a permanent loan of the same or lesser amount.

"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(I) 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.

"Commercial Retail Space" shall mean the approximately 51,200 square feet of retail space to be developed into a speakeasy, a restaurant, event space, and rooftop bar and pool.

"Compliance Period" shall mean the ten-year period commencing on the date of the Certificate and terminating on the tenth anniversary of the issuance of the Certificate, except as such period may be extended pursuant to Section 15.03.

"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 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.

"Developer Note" means that certain Note made by Developer to the City in the original principal amount of the TIF Loan.

"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).

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

"Event Space" means the approximately 9,750 square feet of the Commercial Retail Space to be developed into a space for events.

"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 unaudited 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 Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"Hotel Space" means the up to 18-room boutique hotel to be developed.

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

"IEPA" means 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 one or more lenders and irrevocably available to pay for costs of the Project, in the amount set forth in Section 4.01 hereof (or such lesser amount in the event of a re-finance or conversion from a construction loan to a permanent loan).

"Low Income Family" shall have the meaning set forth below in Section 8.28.

"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 E-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 Project Property or the Project.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, 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 Project Property and/or the Project set forth on Exhibit D 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 Project Property in accordance with ASTM E-1527-13.

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

"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.

"Principal" shall mean the principal balance of the Developer Note.

"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 E-1, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03 hereof.

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

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

["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"). The Parties agree that a single RAP Approval Letter may cover more than one Development Parcel or portions thereof.]

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit G, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

"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 Project Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Project 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 one or more plats of survey in the most recently revised form of ALTA/ACSM land title survey of the Project Property, meeting the 2021 Minimum Standard Detail

Requirements for ALTA/ACSM 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 Project 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 Project Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

["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 on the later of: (a) the tenth anniversary of the issuance of the Certificate or (b) the eleventh anniversary of the issuance of the Certificate if Developer opts for a single Occupancy Cure Period as defined in Section 15.03; and (c) the twelfth anniversary of the issuance of the Certificate if Developer opts for two Occupancy Cure Periods.

"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 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 Grant" shall have the meaning set forth in Section 4.03(b) hereof.

"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 Loan" shall have the meaning set forth in Section 4.03(b) hereof.

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

"Title Company" shall mean Chicago Title Insurance 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 Project Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Project 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 renovation no later than [2] months after the Closing Date; and (ii) obtain the Certificate no later than twenty-four months after the Closing Date.

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 Sixty-Two Million Five Hundred Seventy-Eight Thousand One Hundred Thirty Dollars (\$62,578,130). 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 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 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 Project 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 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). The 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 Project 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 architect, at Developer's expense, for the Project. The inspecting 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. At the Developer's option, the inspecting architect may be the inspecting architect engaged by any lender providing Lender Financing 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 Project Property during of 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 Project 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 Project Property to City utility lines existing on or near the perimeter of the Project 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 \$62,578,130 to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity	\$9,911,633
Historic Tax Credits	\$5,168,000
Lender Financing	\$37,498,497
TIF Grant	\$5,000,000
TIF Loan	\$5,000,000

ESTIMATED TOTAL	\$62,578,130
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*The TIF Grant funds will be bridged by Developer until issuance of the Certificate. The TIF Grant shall not be paid to Developer prior to the issuance of the Certificate.

4.02 Developer Funds. Equity and/or Lender Financing shall be used to pay any Project costs, including but not limited to Redevelopment Project Costs and costs of TIF-Funded Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse 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(c)), 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 \$10,000,000 in City funds from Incremental Taxes (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements in the following manner:

- (i) Issuance of a \$5,000,000 TIF loan (the "TIF Loan") as provided in Section 4.03(c); and
- (ii) Payment of a \$5,000,000 TIF grant (the "TIF Grant") in two equal installments at (1) the issuance of the Certificate, and (2) the earlier of the one-year anniversary of the issuance of the Certificate and the expiration of the Redevelopment Plan;

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$10,000,000 or 16% of the actual total Project costs; and provided further, that the \$10,000,000 to be derived from Incremental Taxes, if any shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund (minus the TIF District Administration Fee) shall be sufficient to pay for such costs; and provided further, that the City Funds

shall be reduced by \$250,000 if Developer does not comply with the Chicago Sustainable Development Policy as required in Section 8.22 hereof.

(c) Disbursement of TIF Loan. Upon the Closing Date, the City shall place in escrow \$5,000,000 in City Funds for disbursement to the Developer as the TIF Loan. The Developer may borrow up to the entire amount of the TIF Loan once all other funding sources are expended. As a condition of this Agreement and receipt of the TIF Loan, Developer shall execute and deliver the Developer Note in the original principal amount of the TIF Loan that Developer requests in the Requisition Form. The TIF Loan shall bear interest at the lower of the current 30-year US Treasury Bond yield or 4.0 percent per year. From the date of its issuance until Developer receives the Certificate for the Project, the TIF Loan will accrue interest, but payments will not be required. Upon issuance of the Certificate, the outstanding balance of the TIF Loan will begin amortizing based on a 30-year schedule with payments due throughout the Compliance Period. The TIF Loan shall mature at the end of the Compliance Period, at which time any outstanding principal balance, plus accrued and unpaid interest thereon, shall be immediately due and payable. The TIF Loan shall be secured by a subordinate recapture mortgage on the Project in favor of the City and the TIF Loan will be subordinate to Developer's payment of any senior debt. Following an Event of Default under this Agreement, the City shall have the right to immediately accelerate payment of the outstanding amount of the TIF Loan and pursue remedies in accordance with Section 15 below.

4.04 Construction Escrow; Requisition Form. (a) The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of TIF Loan funds (except for the Prior Expenditures, if any) 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 a Requisition Form and copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement.

(b) Developer must submit a Requisition Form with its written request for a Certificate in order to be paid any TIF Grant funds.

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 F 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) 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.

(c) 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 the 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 an 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 disbursement request have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the 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 Project 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 TIF Grant being provided hereunder is being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The TIF Grant is subject to being reimbursed as provided in Section 15 hereof.

4.09 Conditional Loan of City Funds.

(a) The City Funds being loaned hereunder are being loaned to Developer subject to the Developer's compliance with the provisions of this Agreement.

(b) Developer shall notify the City of any changes in the ownership interests of Developer.

(c) If a Capital Event occurs without the City's prior written consent, Developer agrees to pay and remit to the City an amount equal to the outstanding principal balance of the TIF Loan. There shall be no applicable cure period for Capital Events. The City shall have the right to immediately accelerate payment of the TIF Loan, including all accrued and unpaid interest. The TIF Loan is subject to acceleration as provided in Section 15 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 set forth in Section 4.01) to complete the Project. Any liens against the Project 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 Project Property, certified by the Title Company, showing Developer and the City 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 D 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 Project Property and certified copies of all easements and encumbrances of record with respect to the Project 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 Project 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 Project 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 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, 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 fiscal years, and audited or unaudited interim financial statements.

5.12 [intentionally omitted]

5.13 Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Project Property and any phase II environmental audit with respect to the Project 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.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles or Certificate of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of 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; Developer's Operating Agreement and/or Bylaws (as applicable); and such other organizational 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 that has a material effect on the Developer's ability to complete the Project, 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.

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 []% 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 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. 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 rehabilitation 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) The Certificate will not be issued until the following requirements have been met:

- (i) The City's Monitoring and Compliance unit has determined in writing that the Developer is in complete compliance with all City requirements (M/WBE, City residency and prevailing wage) as required in this Agreement;
- (ii) The City has received evidence acceptable to DPD that the total Project cost is equal to, or in excess of, \$62,578,130;
- (iii) The Developer's submission of evidence of compliance with all requirements of the City of Chicago's Sustainable Development Policy or evidence of payment to the City for failure to meet the Sustainable Development Policy as it pertains to the Project (see Section 8.24);
- (iv) The Developer has received a Certificate of Occupancy from the City or other evidence reasonably acceptable to DPD that the Developer has complied with building permit requirements;
- (v) The Hotel Space is complete and open for business;
- (vi) The residential units are complete and at least fifty (50) percent of the total residential units, including at least 50 percent of the affordable units, are leased and occupied;
- (vii) The Commercial Retail Space (excluding the Event Space) is complete and at least seventy-five (75) percent of the square footage is leased and occupied;
- (viii) The Event Space is complete and ready for occupancy;
- (ix) Developer has incurred costs for TIF-Funded Improvements or such amounts are included in the Project Budget in an amount equal to or higher than \$10,000,000;

- (x) Project has complied with the Affordable Requirements Ordinance as outlined in the Planned Development approved for the Project; and
- (xi) The Developer has delivered to the City an executed Requisition Form and Developer Note.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the 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, 8.06, 8.19, 8.22, 8.23, 8.24, 8.25, and 8.28 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Project 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; and

- (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.

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) It is duly organized, validly existing, qualified to do business in its state of organization and in Delaware, 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) Its execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate, as applicable, its Articles of Organization, Operating Agreement, Articles of Incorporation, By-Laws, 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 it is now a party or by which Developer is now or may become bound;

(d) it owns the Project Property, and shall maintain good, indefeasible and merchantable fee simple title to the Project 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 it is contesting in good faith pursuant to Section 8.15 hereof).

(e) It is now and for the Term of the Agreement shall remain solvent and able to pay its debts as they mature in the normal course of business;

(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 it which would impair its ability to perform under this Agreement;

(g) It shall, as and when required by law, 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, as applicable;

(h) It 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 it is a party or by which it 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 its operations and financial condition, and there has been no material adverse change in the assets, liabilities, results of its operations or financial condition since the date of its 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 Project 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 its 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 its 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 Project Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Project Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget;

(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 of its affiliates 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) It 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) it 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) It 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) It 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 may be less than the maximum amounts set forth in Section 4.03(b);

(q) It 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 18.14 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.

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 Project 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 Project 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. Developer shall use good faith efforts (but is not obligated) to retain 150 full-time equivalent, permanent jobs at the Project during the Compliance Period, and approximately 150 additional temporary full-time equivalent construction-related positions. Developer will provide employment information for employees of Developer in its Annual Compliance Report detailing the following information for each employee: employee status as full-time or part-time, ZIP code (to the extent permitted by law) for employee's primary residency, total employment tenure in months, wages above or below the "Living Wage" rate as defined for that year.

8.07 Employment Opportunity. 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 involved in the construction of 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, 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 Project 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 Project 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 2019 (or earliest year available) 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 Project 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 Project 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 Project 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 Project 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 Project Property and the Project are and shall be, upon completion of the Project and thereafter shall remain, 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 Project 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 Project Property on the date hereof in the conveyance and real property records of the county in which the Project is located. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this 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 Project Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Project 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 Project 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 Project Property. Developer's right to challenge real estate taxes applicable to the Project 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,
 - (A) 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 Project Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or
 - (B) 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 Project 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) Real Estate Tax Exemption. With respect to the Project 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.
- (ii) Covenants Running with the Land. The parties agree that the restriction contained in this Section 8.19(c) is a covenant 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. The restriction shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenant 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 Project Property or Redevelopment Area from and after the date until the expiration of the Redevelopment Project Area 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 covenant and agreement set forth in this Section 8.19(c).

8.20 Annual Report(s). 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: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22 Operations Covenant. Once constructed, Developer hereby covenants and agrees to continuously operate the Project as defined herein for the Term of the Agreement.

8.23 Minimum Occupancy Covenant. Throughout the Compliance Period, the Developer shall be required to maintain the following:

(a) At least seventy-five (75) percent of the total residential units, including at least seventy-five (75) percent of the affordable units, are leased and occupied;

(b) At least seventy-five (75) percent of the Commercial Retail Space square footage (excluding the Event space) is leased and occupied; and

(c) The Event space continues to function as an event space, or another use as acceptable to DPD.

8.24 Sustainability. Developer will comply with all requirements of the City of Chicago's Sustainable Development Policy (a copy of which the Developer acknowledges having received from the City) as it pertains to the Project.

8.25 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.

8.26 Affordable Housing Covenant. Developer agrees and covenants to the City that, prior to any foreclosure of the Project 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 residential portion of the Facility shall be operated and maintained solely as residential rental housing;

(b) At least twenty percent (20%) of the residential 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) At least twenty percent (20%) 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 8.26, 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 with a range of incomes averaging sixty percent (60%) of the Chicago-area median income ("AMI"), provided that the maximum income level may not exceed 80% AMI and at least 1/3 must be affordable to Families with incomes at or below 50% AMI, of which 1/6 must be affordable to Families with incomes at or below 40% AMI, 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 8.26 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 8.26.

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 Project 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 Project 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 Project 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 E-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) In accordance with Mayoral Executive Order 2021-2, Developer must submit annual reports regarding Developer's efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

(f) 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.

(g) 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.

(h) 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 AIS review]

[Developer will conduct a Hazardous Building Material Survey of the Facility prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within the existing physical structure on the Property. The Hazardous Building Material Survey shall include (but is not limited to) asbestos and lead-based paint surveys and testing and visually inspecting and, as necessary, testing the Property to determine the present and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after abatement work. A report documenting the Hazardous Building Material Survey results shall be submitted to the City for review and prior to start of abatement work.]

[An abatement plan shall be submitted to the City for review prior to the beginning of any abatement work. Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws.]

[A report documenting the completion of the abatement work shall be submitted to and approved by the City prior to the issuance of the Certificate. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at its own expense until approved.]

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.

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 Project 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 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 Project 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 Indemnatee arising from the wanton or willful misconduct of that Indemnatee. 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 Project 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 by the Developer to secure the Certificate for the Project within 24 months after the execution of this Agreement;

(b) 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;

(c) 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;

(d) 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;

(e) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Project 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;

(f) 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;

(g) 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;

(h) 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;

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

(j) the dissolution of Developer;

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

(l) 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);

(m) prior to the expiration of the Term of the Agreement, the occurrence of a Capital Event without the prior written consent of the City; or

(n) 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(k) and 15.01(l) 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. 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, accelerate payment of the outstanding balance of the TIF Loan, 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.

15.03 Developer Curative Period.

(a) Notwithstanding any other provision of this Agreement to the contrary, an Event of Default with respect to Developer's obligations under Section 8.06 (a "Jobs Default"), Section 8.20 (an "Annual Report Default"), Section 8.22 (an "Operations Default") or Section 8.23 (an "Occupancy Default"), shall not be deemed to have occurred unless Developer : i) has failed to cure such default within one (1) year of the date the City receives an Annual Report specifying such default (the "Receipt Date"), such period to be defined as the "Minimum Cure Period," or ii) has cured a previous such default within the Maximum Cure Period (defined herein); provided, however, if a Jobs Default or an Annual Report Default or an Operations Default or an Occupancy Default described in subpart (i) of this Section 15.03(a) is not cured within the Minimum Cure Period, the 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 the Minimum Cure Period and thereafter cures such default within two (2) years of the related Receipt Date; provided, further, that the Developer will be allowed a maximum of two Minimum Cure Periods to cure a Jobs Default or an Annual Report Default or an Operations Default or an Occupancy Default or such other longer time period as approved by the Commissioner of DPD in her/his sole discretion (the "Maximum Cure Period").

(b) 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.

(c) 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 and except as set forth above in Section 15.03(a), 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; and provided, further, that there shall be no cure period under this Section 15.03 with respect to the occurrence of a Capital Event.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Project Property or any portion thereof are listed on Exhibit D 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 Project 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 Project 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 Project 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 Project 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 Project 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: Hudson Michigan Avenue Owner LLC 1420 S Michigan Ave Chicago, IL 60605 Attention: _____
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: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Attention: Katie Jahnke Dale, Rich Klawiter

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, 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; provided, however, the Developer shall be permitted to assign and pledge its interest in this Agreement to a lender providing Lender Financing and/or to the holder of a New Mortgage in accordance with Section 16. 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 8.28 (Survival of Covenants) hereof, for the Term of the Agreement; provided, however, that the provisions of Section 16 shall govern the obligations of a holder of a New Mortgage in the event such holder is the successor in interest to Developer. 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 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 Hudson Michigan Avenue Owner Redevelopment Agreement to be executed on or as of the day and year first above written.

HUDSON MICHIGAN AVENUE OWNER
LLC, a Delaware limited liability company

By:

By: _____

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

By: _____
_____, 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 _____ personally known to me to be the _____ of _____ ("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 _____, ____.

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 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 official seal this ____ day of _____, ____.

Notary Public

My Commission Expires _____

(SEAL)

[(Sub)Exhibits "A" and "F" referred to in this Hudson Michigan Avenue Owner LLC
Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits "B", "C", "D", "E-1", "E-2" and "G" referred to in this Hudson Michigan Avenue
Owner LLC Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Hudson Michigan Avenue Owner LLC Redevelopment Agreement)

Project Property.
(Subject To Survey And Title Insurance.)

Legal Description (subject to survey and title):

Common Address:

2222 South Michigan Avenue
Chicago, Illinois.

Permanent Index Number:

17-27-101-019-0000.

(Sub)Exhibit "C".
(To Hudson Michigan Avenue Owner LLC Redevelopment Agreement)

TIF-Funded Improvements.*

	TIF-Eligible Budget
Acquisition Costs:	\$ 10,000,000
Hard Costs:	
Building Sitework	\$ 2,083,646
Substructure	546,800

* 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 \$10,000,000 or 16 percent of the Project Budget.

Shell	\$ 2,971,955
Interiors	4,450,309
Services	7,909,706
FFE	0
Special Construction and Demolition	3,805,140
Hard Cost Contingency	1,382,503
Total Hard Costs:	\$ 23,150,059
Soft Costs/Fees:	
Architecture and Engineering	\$ 1,487,600
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Construction Equipment, Rentals and Tools	0
Developer Fee	0
Soft Cost Contingency	0
General Conditions and Requirements	0
Overhead and Profit	0
Total Soft Costs:	\$ 1,487,600
Total:	\$ 34,637,659

(Sub)Exhibit "D".

(To Hudson Michigan Avenue Owner LLC 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.]

(Sub)Exhibit "E-1".

(To Hudson Michigan Avenue Owner LLC Redevelopment Agreement)

Project Budget.

	Project Budget
Acquisition Costs:	\$ 17,568,623
Hard Costs:	
Building Sitework	\$ 2,083,646
Substructure	546,800
Shell	2,971,955
Interiors	4,450,309
Services	7,909,706
FFE	8,359,414

Special Construction and Demolition	\$ 3,805,140
Hard Cost Contingency	1,382,503
Total Hard Costs:	\$ 31,509,473
Soft Costs/Fees:	
Architecture and Engineering	\$ 1,487,600
Other Professional Services	5,274,048
Construction Management	464,000
Permits and Titles	280,000
Construction Equipment, Rentals and Tools	120,000
Developer Fee	1,100,000
Soft Cost Contingency	400,000
General Conditions and Requirements	698,946
Overhead and Profit	3,675,440
Total Soft Costs:	\$ 13,500,034
Total:	\$ 62,578,130

(Sub)Exhibit "E-2".
(To Hudson Michigan Avenue Owner LLC Redevelopment Agreement)

MBE/WBE Budget.

MBE/WBE Budget

Acquisition Costs:

Hard Costs:

Building Sitework	\$ 2,083,646
Substructure	546,800

Shell	\$ 2,971,955
Interiors	4,450,309
Services	7,909,706
FFE	0
Special Construction and Demolition	3,805,140
Hard Cost Contingency	1,382,503
Total Hard Costs:	\$ 23,150,059
Soft Costs/Fees:	
Architecture and Engineering	\$ 0
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Construction Equipment, Rentals and Tools	0
Developer Fee	0
Soft Cost Contingency	0
General Conditions and Requirements	0
Overhead and Profit	0
Total Soft Costs:	\$ 0
Total:	\$ 23,150,059
Project MBE total at 26 percent	\$ 6,019,015
Project WBE total at 6 percent	\$ 1,389,004

(Sub)Exhibit "G".

(To Hudson Michigan Avenue Owner LLC 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

REDEVELOPMENT AGREEMENT WITH BR CONGRESS OWNER LLC AND
CONGRESS THEATER NFP AND PROVISION OF TAX INCREMENT FINANCING
ASSISTANCE FUNDS FOR RENOVATION OF CONGRESS THEATER AT
2135 N. MILWAUKEE AVE.

[O2023-1340/SO2023-0002867]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a substitute ordinance concerning a redevelopment agreement with and allocation of eligible Tax Increment Financing (TIF) assistance to BR Congress Owner LLC, Congress Theater NFP for renovation of facility at 2135 North Milwaukee Avenue, located in the 1st Ward (O2023-1340/SO2023-0002867), in the amount of \$27,000,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 February 16, 2000 and published at pages 25063 to 25162 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 "Original Fullerton/Milwaukee Plan and Project") for the Fullerton/Milwaukee Redevelopment Project Area (the "Fullerton/Milwaukee 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 16, 2000 and published at pages 25162 to 25183 of the *Journal* of such date, the Fullerton/Milwaukee Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on February 16, 2000 (the "Fullerton/Milwaukee TIF Ordinance") and published at pages 25183 to 25204 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs, as defined in the Act, incurred pursuant to the Fullerton/Milwaukee Plan and Project (as defined herein) and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the Fullerton/Milwaukee Area and tax rates be divided in accordance with the Act and as described in the Fullerton/Milwaukee TIF Ordinance; and

WHEREAS, The Original Fullerton/Milwaukee Plan and Project has been amended by ordinances adopted on May 11, 2005 (the "First Amendment"), on July 6, 2011 (the "Second Amendment") and on July 19, 2023 (the "Third Amendment"); and

WHEREAS, The Original Fullerton/Milwaukee Plan and Project, as amended by the First Amendment, the Second Amendment and the Third Amendment, are together herein referred to as the "Fullerton/Milwaukee Plan and Project"; and

WHEREAS, BR Congress Owner LLC, an Illinois limited liability company (the "Company"), plans to acquire real property located within the Fullerton/Milwaukee Area generally located at 2135 North Milwaukee Avenue, Chicago, Illinois 60647, commonly known as the Congress Theater (the "Site"), and shall commence and complete renovations to the Site to include a state-of-the-art entertainment and live performance music venue, 16 residential dwelling units (14 of which to be affordable), and retail, restaurant and office/work space (the "Project"); and

WHEREAS, The Company proposes to undertake the Project in accordance with the Fullerton/Milwaukee Plan and Project and pursuant to the terms and conditions of a

proposed redevelopment agreement to be executed by the Company and the City, including but not limited to the completion of the Project; and

WHEREAS, Pursuant to Resolution 22-CDC-8 adopted by the Community Development Commission of the City of Chicago (the "Commission") on March 8, 2022, the Commission has recommended that the Company be designated as the developer for the Project and that the Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Company 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 Company 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 are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Company and the City in substantially the form attached hereto as Exhibit A 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 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 "A" referred to in this ordinance reads as follows:

*Exhibit "A".
(To Ordinance)*

*BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement.*

This BR Congress Owner, LLC (Congress Theater) Redevelopment Agreement (this "Agreement") is made as of this ____ day of ____, 2023, between and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), BR Congress Owner, LLC, an Illinois limited liability company ("BRCO") and Congress Theater NFP, an Illinois not for profit corporation ("NFP") (NFP and BRCO are collectively referred to herein as 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 February 16, 2000: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Fullerton/Milwaukee Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Fullerton/Milwaukee 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 Fullerton/Milwaukee Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3), as amended, collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "TIF Redevelopment Area") is legally described in Exhibit A hereto. Pursuant to an ordinance adopted by City Council on

_____, 2023, the estimated completion date of the TIF Redevelopment Area was extended to December 31, 2027.

D. The Project: Developer intends to acquire (the “Acquisition”) certain property located within the Redevelopment Area generally at 2135 North Milwaukee Avenue, Chicago, Illinois 60647 and legally described on Exhibit B hereto with multiple buildings thereon commonly known as the Congress Theater (the “Property”). Within the time frames set forth in Section 3.01 hereof, the Developer shall: Restore the Property to include a state-of-the-art entertainment and live performance music venue (the “Theater”) to be operated by AEG Presents Chicago, LLC, a Delaware limited liability company or an affiliate thereof (the “Tenant”) it being understood that the Developer will complete the renovations on the Theater to its specifications; rehabilitate existing space within the so-called North Milwaukee Avenue building with no fewer than 16 residential units, 14 of which shall be affordable -- two (2) shall be affordable to households with incomes not greater than 40% of area median income (“AMI”); three (3) shall be affordable to households with incomes not greater than 50% of AMI; four (4) shall be affordable to households with incomes not greater than 60% of AMI or less; three (3) shall be affordable to households with incomes not greater than 70% of AMI; and (2) two shall be affordable to households with incomes not greater than 80% of AMI (individually, an “Affordable Unit” and collectively, the “Affordable Units”); renovate theater offices and approximately 13,000 square feet of retail and restaurant space along Rockwell and Milwaukee Avenues; and convert a portion of the existing space in the so-called North Rockwell building into “affordable” office/work space for Local Tenants (as defined herein). For the purposes of the office/work space, “affordable” means base rents (i.e., exclusive of taxes, CAM, insurance and other reasonable operating expenses) that are no greater than 70% of market rents. Market rents shall be based on comparable office or work space in the Logan Square Community Area or within a 0.5 mile radius at the time of the commencement of such lease. Market rents shall be determined by Developer using a real estate broker licensed in the State of Illinois, specializing in the field of commercial office leasing in the Logan Square Community Area having no less than ten (10) years’ experience in such field, and be recognized as ethical and reputable within the field. The Acquisition, renovation of the Theater, the renovation work to complete 16 residential dwelling units (14 of which to be affordable), the renovation work of the retail and restaurant space and the renovation of the office/work space are collectively referred to as the “Project.”

While this Agreement does not impose any job creation or retention obligations on the Developer or the Tenant, it is anticipated that the Project will create 125 new, permanent jobs and 200 temporary construction jobs.

In connection with the operations of the Theater at the Property, Developer, as landlord, and the Tenant have executed that certain First Amendment to Lease Agreement dated _____, 2023, amending that certain Lease Agreement dated August 26, 2016 (as amended from time to time, the “Lease”) pursuant to which Developer has, among other matters, leased the Theater portion of the Property to Tenant.

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 City of Chicago Fullerton/Milwaukee Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 25063 through 25162 of the Journal of the Proceedings of the City Council.

F. City Financing: The City agrees to use, in the amounts set forth in Section 4.03 hereof, Available 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 *Permitted Liens
5. Conditions Precedent	E-1 *Project Budget
6. Agreements with Contractors	E-2 *MBE/WBE Budget
7. Completion of Construction or Rehabilitation	F Approved Prior Expenditures
8. Covenants/Representations/Warranties of Developer	G Requisition Form
9. Covenants/Representations/Warranties of the City	(An asterisk (*) indicates which exhibits are to be recorded.)
10. Developer's Employment Obligations	
11. Environmental Matters	
12. Insurance	
13. Indemnification	
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	

17. Notice 18. Miscellaneous	
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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.

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

“Affordable Unit(s)” shall have the meaning set forth in the Recitals hereof.

“Annual Compliance Report” shall mean a signed report from Developer to the City (a) itemizing each of Developer’s obligations under the 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 the 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 and Occupancy Covenant (Section 8.06 and Section 8.26); (2) delivery of Financial Statements and unaudited financial statements (Section 8.13); (3) delivery of updated insurance certificates, if applicable (Section 8.14); (4) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (5) delivery of evidence that Chicago Sustainable Development Policy has been obtained (Section 8.22); (6) compliance with Affordable Housing Covenant and, to the extent permitted by law, a list of tenants of the Affordable Units (Section 7.01 and Section 8.24); (7) List of tenants of retail spaces of the Project (Section 7.01 and Section 8.26); (8) an estimate of the number of jobs created at the Property; and (9) compliance with all other executory provisions of the Agreement.

“Available Incremental Taxes” shall mean Incremental Taxes collected from the Redevelopment Area, less the City Fee.

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

“Capital Event” shall have the meaning set forth for such term in Section 4.09 hereof.

“Certificate” shall mean the Certificate described in Section 7 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.

“Chicago’s Sustainable Development Policy” shall mean that certain sustainable development policy established and published by DPD as of the Effective Date.

“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 Fee” shall mean the fee described in Section 4.05(c) hereof.

“City Funds” shall mean the funds paid to Developer pursuant to the funds from Available Incremental Taxes described in Section 4.03(b) hereof. The maximum aggregate amount of City Funds shall not be in excess of \$27,000,000.

“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. Failure to meet a Closing Date with the City prior to December 31, 2023 will be considered an Event of Default.

“Commencement Date” shall have the meaning set forth in Section 3.01 hereof.

“Completion Date” shall have the meaning set forth in Section 3.01 hereof.

“Compliance Period” shall mean a 10-year period beginning on the date of issuance of the Certificate, subject to extensions pursuant to Section 15.03.

“Construction or Rehabilitation Commencement Letter” shall mean that letter from DPD to Developer indicating that Developer has fully complied with all of the conditions of Section 5A.01 herein that apply to the construction or rehabilitation of the Project.

“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, as reviewed and approved by DPD, 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.

“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 applicable construction escrow established pursuant to any applicable Escrow Agreement.

“Escrow Agreement” shall mean the Escrow Agreement establishing a construction escrow, entered into by the Title Company (or an affiliate of the Title Company), the Developer and the Developer’s lender(s), in form and content reasonably acceptable to DPD.

“Event of Default” shall have the meaning set forth in Section 15 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 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.

“HTC Investor” shall mean the to-be-admitted, up to 99% member of BRCO providing Equity to BRCO in exchange in part for the receipt of federal historic tax credits related to the Project.

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

“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.

“Local Tenants” shall mean tenants that are (a) community organizations whose principal place of operation is within the Logan Square Community Area or within 1.5 miles from the Property; (b) businesses that are majority owned by one or more residents of the Logan Square Community Area or reside within 1.5 miles from the Property; (c) artists or artisans that are residents of the Logan Square Community Area or reside within 1.5 miles from the Property; or (d) such other tenants acceptable to DPD.

“Managing Member” shall mean the manager and/or managing member of BRCO which has day-to-day control of BRCO.

“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 E-2 with respect to the Project, 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.

“Net Annual Cash Flow” shall mean the amount remaining from Net Operating Income after payment of debt service, repayment of TIF Funds pursuant to Section 4.09 herein, 20% return on senior equity (including accrued returns), senior equity principal, 20% return on Developer equity and developer equity principal. Historic Tax Credits will not be counted as debt or equity

“Net Operating Income” shall mean, with respect to any given year. Project Revenues minus Operating Expenses with respect to the Project

“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.

“Operating Expenses” shall mean those certain operating expenses set forth in the audited annual Financial Statements including Debt Service and any Lender required reserves, but excluding any reserves arising in connection with a Capital Event, Income Taxes, Depreciation and Amortization

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

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

“Permitted Transfer” shall mean (a) the transfer by the HTC Investor of its membership interest to an Affiliate of the HTC Investor pursuant to the Operating Agreement of BRCO upon the City’s receipt of its corporate documents, an EDS, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts as contemplated by Section 5.14; and (b) the HTC’s Investor member’s sale of its interest in BRCO to the Managing Member of an Affiliate of the Managing Member pursuant to the terms of the BRCO Operating Agreement upon the City’s receipt of its corporate documents, an EDS, and any other affidavits or certifications as requested by the City and as may be required by federal, state or local law in the award of public contracts as contemplated by Section 5.14.

“Plans and Specifications” shall mean 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 a permit to start construction of 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 Activities” shall mean Developer construction work performed as part of the Project, including, but not limited to, environmental remediation, demolition, site preparation, building construction and rehabilitation, construction contingency (to the extent used), all as listed in the MBE/WBE Budget attached hereto as Exhibit E-2.

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

“Project Revenues” shall mean those certain revenues for the Project as set forth in the audited annual Financial Statements, including net proceeds to the Developer (as evidenced on the executed settlement statement), resulting from a Capital Event.

“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 G, to be delivered by Developer to DPD pursuant to Section 4.04 of this Agreement.

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

“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/ACSM Land Title Surveys, effective February 23, 2021, dated within 90 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project and related improvements as required by the City or lender(s) providing Lender Financing).

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending upon the expiration of the Compliance Period.

“TIF Adoption Ordinance” shall have the meaning set forth in the Recitals 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 Chicago Title Insurance 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.).

“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. The Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than June 30, 2024 (the “Commencement Date”); and (ii) request the Certificate no later than December 31, 2026 (the “Completion Date”).

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 Department of Buildings, 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 \$87,807,235. Developer hereby certifies to the City that (a) the City Funds, together with Developer Funds as described in Section 4.01 and Section 4.02 hereof, shall be sufficient to complete the Project; 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 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 the Project by five percent (5%) or more; (b) a change in the use of the Property to a use other than as described in Recital D to this Agreement; (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). 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 and shall be included in the Developer's Quarterly Progress Reports (as defined herein).

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 progress reports ("Quarterly Progress Reports") detailing the status of the Project, including duplicates of applicable support documentation verifying the disbursement and receipt of overall Project funds; and 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 \$87,807,235, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

PACE Financing	\$16,826,809
Lender Financing	\$7,000,000
Federal HTC Equity	\$10,528,978
AEG Equity (Property Contribution)	\$12,499,551
AEG Fitout Expenditure	\$8,000,000
Deferred Development Fee	\$5,951,897
City Funds*	\$27,000,000
Total Sources	\$87,807,235

*Developer will receive a bridge loan from a lender based on the amount of the pledged City Funds.

4.02. Developer Funds. Developer Equity, Senior Equity, Historic Tax Credits, and Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements.

4.03. City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse 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 the Certificate as set forth in Section 4.03(b).

(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 with respect to the Project (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements:

<u>Sources of City Funds</u>	<u>Maximum Amount</u>
Available Incremental Taxes upon issuance of Certificate	\$13,500,000
Available Incremental Taxes on the earlier of the first anniversary of issuance of Certificate or December 31, 2027	\$13,500,000

If the total Project cost is not at least \$87,807,235 upon issuance of the Certificate, the amount of City Funds will be reduced on a dollar-for-dollar basis. The maximum of \$27,000,000 to be derived from Available 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:

- (i) The amount of Available Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs;
- (ii) Developer provides evidence that Developer has incurred TIF-eligible costs for the Project, in an equal amount to, or greater than, the amount of City Funds to be paid pursuant to the issuance of the Certificate; and
- (iii) No Event of Default or condition exists for which the giving of notice or the passage of time, or both, would constitute an Event of Default exists under this Agreement.

Developer acknowledges and agrees that the City's obligation to pay for the TIF-Funded Improvements up to a maximum of \$27,000,000 is contingent upon the fulfillment of the conditions set forth in parts (i), (ii) and (iii) 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.

4.04. Requisition Form. Upon the issuance of the Certificate, 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.

4.05. Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Expenditures. Only those expenditures made by Developer with respect to the Project prior to the date of issuance of the Certificate, evidenced by documentation satisfactory to DPD and approved by DPD as satisfying costs covered in the Project Budget, shall be considered previously contributed Equity (the "Prior Expenditures"). DPD will consider Prior Expenditures on a case by case basis. DPD shall have the right, in its sole discretion, to disallow any such expenditure as a Prior Expenditure. Exhibit F 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) Reserved.

(c) City Fee. Annually, the City may allocate an amount (the "City 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 item 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) Reserved.

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 as required by this 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 by the Developer to the City subject to the rights and limitations and as otherwise provided in Section 4.09, Section 15.02 and Section 15.03 hereof.

4.09. Return of City Funds Upon Refinance, Sale or Transfer. In the event of a refinance (other than conversion from a construction loan to permanent financing or refinance to a lower interest rate), sale or transfer (except for a Permitted Transfer) of the Project or any part thereof (each happening being a “Capital Event”), from the execution of this Agreement until the 5th anniversary of the issuance of the Certificate, the Developer agrees to pay and remit to the City an amount equal to 100% of City Funds paid as of the date of the Capital Event.

4.10. Annual Recapture. From the 5th anniversary of the issuance of the Certificate until the end of the Compliance Period, the City may be entitled to receive, on a pari-passu basis, 50% of the Net Annual Cash Flow generated from the operations and/or sale of the Property upon the occurrence of a Capital Event. Developer shall also cause this provision to be written into its agreements with its equity investors. The profit sharing obligations under this Section 4.10 shall terminate upon expiration of the Compliance Period.

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, the Project Budget in accordance with the provisions of Section 3.03 hereof.

5.02. 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 D 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 ownership 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.

5.03. 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:

<u>Jurisdiction</u>	<u>Searches</u>
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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

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

5.05. 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.

5.06. Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel in a form acceptable to the Corporation Counsel.

5.07. 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.

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

5.09. 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.

5.10. Environmental. Developer has provided DPD with copies of that certain phase I environmental audit completed with respect to the Property and any phase II environmental audit with respect to the Property required by the City. Developer has provided the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such audits.

5.11. Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its Articles of Organization containing the original certification of the Secretary of State of its state of organization; certificates of good standing from the Secretary of State of its state of organization and all other states in which the 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 limited liability company; and such other 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.

5.12. 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.

5.13. Lease. Developer has provided to the City copies of the Lease.

5.14. Material Agreements. The Developer shall provide to the City at least thirty (30) days prior to the Closing Date, copies of all material agreements and documents relating to the Project, including, without limitation, all deeds, easements, construction agreements, development and land use agreements.

SECTION 5A. CONDITIONS PRECEDENT TO CONSRUCTION OR REHABILITATION COMMENCEMENT.

5A.01 Developer Obligations. The Developer covenants not to commence construction of the Project until the Developer has requested in writing, and the City has issued and delivered to the Developer, a Construction or Rehabilitation Commencement Letter for the Project pursuant to this Section 5A. The Developer's delivery of such request for a Construction or Rehabilitation Commencement Letter shall constitute a certification to the City, as of the date of such request, that 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 under this Agreement or any related agreement, and the representations and warranties contained in this Agreement and any related agreement are true and correct. The following conditions shall have been complied with to the City's satisfaction on or prior to the issuance of a Construction or Rehabilitation Commencement Letter:

(a) Scope Drawings and Plans and Specifications. The Developer has submitted to DPD, and DPD has approved, the Scope Drawings and Plans and Specifications for the Project in accordance with the provisions of Section 3.02 hereof;

(b) Other Governmental Approvals. The Developer has secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation for the Project, and has submitted evidence thereof to DPD;

(c) 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 that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other funding set forth in Section 4.01) to complete the Project.

Any liens against the Property have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City and executed on or prior to the issuance of a Construction or Rehabilitation Commencement Letter, which is to be recorded, at the expense of Developer, with the Office of the Recorder of Deeds of Cook County.

(d) Construction Contract. The Developer has submitted a copy of the Construction Contract for the Project pursuant to the requirements of Section 6.01 herein; and

(e) Non-Commencement of Construction. There is no evidence that construction on the Project has yet commenced, except demolition, testing and necessary maintenance shall be permitted, subject to receipt of the City's customary required permits and approvals.

5A.02 City Actions. Upon the City's satisfaction with the Developer's documents as set forth in Section 5A.01 above for the Project, City will issue a Construction or Rehabilitation Commencement Letter to Developer

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. (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 5% 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 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 a form acceptable to the Corporation Counsel. 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. Issuance of Certificate.

(a) The Developer acknowledges and understands that the City will not issue a Certificate of Completion (the "Certificate") and pay out the City Funds until the following conditions have been met:

- Evidence acceptable to DPD that the total Project cost is equal to, or in excess of \$87,807,235. If the final Project cost is less than \$87,807,235, the City Funds may be reduced on a dollar-for-dollar basis.
- Evidence that the Developer has incurred TIF-eligible costs in an amount equal to, or greater than, the total maximum amount of City Funds.
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Project; provided that an architect's certificate which confirms construction of the improvements substantially in accordance with the building permits shall be acceptable evidence.
- The Theater rehabilitation work to be performed by the Developer shall be complete.
- The office/work space must be complete with at least 50 percent of the square footage leased and occupied.
- The retail space must be complete with at least 2,500 square feet of the space leased and occupied.
- The residential portion of the Property must be complete with at least 75 percent of the units leased and occupied (12 of 16).
- Receipt of a close-out letter from the City's Monitoring and Compliance unit showing full compliance with MBE/WBE, prevailing wage, and city residency requirements.
- Evidence acceptable to DPD that the Project has complied with the Chicago Sustainable Development Policy as outlined in Section 8.22.
- The Theater Tenant has scheduled shows and made tickets available for sale.

(b) The City shall make its best efforts to respond to the 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 the Developer in order to obtain the Certificate. There will be no deemed approval by the City associated with the Developer's request for a Certificate. The Developer may resubmit a written request for a Certificate upon completion of such measures.

7.02. Effect of Issuance of Certificate; Continuing Obligations. Upon the issuance of the Certificate, the City will certify that the terms of the Agreement specifically related to Developer's

obligation to complete such respective activities have been satisfied. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein will continue to remain in full force and effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of a 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 3.01, 8.02, 8.06, 8.14, 8.19, 8.24 and 8.26 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 3.01 and 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 18.14 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, 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 that are public 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.

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. BRCO and NFP (each a "Developer Entity"), on behalf of itself, 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) The Developer Entity is duly organized in its state of organization, 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) The Developer Entity has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) The execution, delivery and performance of this Agreement has been duly authorized by all necessary action, and does not and will not violate, as applicable, its articles of organization, operating, articles of incorporation, or by-laws, 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 it is now a party or by which it is now or may become bound;

(d) Unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, if the Developer Entity owns any portion of the Property, the Developer Entity 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 the Developer Entity is contesting in good faith pursuant to Section 8.15 hereof);

(e) The Developer Entity 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 the Developer Entity which would impair its ability to perform under this Agreement;

(g) The Developer Entity shall, as and when required by law, 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, as applicable;

(h) The Developer Entity 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 the Developer Entity is a party or by which the Developer Entity 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 the Developer Entity's operations and financial condition, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of the Developer Entity since the date of Developer Entity's most recent Financial Statements;

(j) Prior to the issuance of the Certificate, the Developer Entity 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 its 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 its financial condition;

(k) The Developer Entity has not incurred, and, prior to the issuance of a Certificate or as provided in Section 4.09 of this Agreement, 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) The Developer Entity 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 it nor any affiliate 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) The Developer Entity understands that (1) the City Funds are limited obligations of the City, payable solely from moneys on deposit in the Fullerton/Milwaukee Redevelopment Project Area Account of the TIF Fund; (2) the City Funds do not constitute indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (3) Developer will have no right to compel the exercise of any taxing power of the City for payment of the City Funds; and (4) 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) The Developer Entity 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) The Developer Entity understands that there is no assurance as to the net amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be less than the maximum amounts set forth in Section 4.03(b); and

(q) The Developer Entity 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.

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 each Developer Entity, as applicable. The covenants set forth in this Section 8.02 shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

8.03. Redevelopment Plan. Each Developer entity 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. Each Developer entity, 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" or "Other 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. Maintenance and Operating Covenants.

(a) Covenant to Maintain the Project Facilities. Developer hereby covenants and agrees to maintain the Theater portion of the Property in condition so that it may operate as a theater throughout the Compliance Period. Maintaining the Theater portion of the Property shall mean maintaining the Theater in a condition substantially consistent with its intended use and operation. Developer hereby covenants and agrees to maintain or cause to maintain the residential, retail and office/work portions of the Property throughout the Compliance Period in a condition substantially consistent with its intended use and operation. A default under this Section 8.06(a) shall constitute an Event of Default if not cured within the applicable notice and cure period set forth in Section 15.03.

(b) Covenants to Maintain Theater Name and Marquee Sign. Developer hereby covenants and agrees to maintain, and/or cause Tenant to maintain, the name of the Theater on the Property as the "Congress Theater" throughout the Compliance Period (the "Naming Covenant"). Developer further covenants and agrees to maintain, and/or cause the Tenant to maintain, the Theater's marquee sign, which exhibits the theater's name, in substantially the same location, size, and shape as it currently stands throughout the Compliance Period (the "Marquee Covenant"). The Naming Covenant and the Marquee Covenant set forth in this Section 8.06 shall run with the land and be binding upon any transferee of the Property. A default under this Section 8.06(b) shall constitute an Event of Default if not cured within the applicable notice and cure period set forth in Section 15.03.

(c) Covenant to Operate. Developer (i) shall require the Tenant under the Lease to continuously operate or cause to be operated the Theater portion of the Property as a Theater during the Compliance Period as required by Section 8.26 below; (ii) shall continuously operate or cause to be operated the residential, retail and office/work portions of the Project for such respective uses during the Compliance Period as required by Section 8.26 below; (iii) shall maintain the Theater and the retail portions of the Property open for business during the Compliance Period as required by Section 8.26 below; and (iv) shall maintain the affordable rental housing units in the Property in compliance with Section 8.24. A default under this Section 8.06(c) shall constitute an Event of Default if not cured within the applicable notice and cure period set forth in Section 15.03.

(d) Covenant Runs with the Land; Remedy. The covenants set forth in this Section 8.06 shall run with the land and be binding upon any transferee of the Theater Property and the Residential Property throughout the Term of this Agreement. A default under any of the covenants set forth in this Section 8.06 shall be subject to the rights of notice and cure set forth in Section 15.03. Upon expiration of the Term of this Agreement, if requested in writing by the Developer, the City shall deliver to Developer a release of this Agreement, in recordable form. In the event of a default under any of the covenants referenced in this Section 8.06, the City shall have the right to recapture the City Funds previously paid or disbursed to the Developer for the related Project if such default is not cured during the applicable cure period, if any, and to exercise any remedies described or referred to in this 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 for the Project. Developer

shall deliver to the City (i) written progress reports on a quarterly basis; duplicates of applicable support documentation verifying the disbursement and receipt of overall Project funds ("Quarterly Reports"); and (ii) monthly reports on MBE/WBE utilization, prevailing wage and City residency (based on expenditures to-date in relation to each of the Project Budget) ("Monthly Reports") in compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. 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. The City retains the right to review draw requests which must be accompanied by, among other things, invoices, cancelled checks, lien waivers, owner's sworn statement, general contractor's sworn statement and MBE/WBE subcontractor contract mounts and certification letters as a prerequisite for disbursement.

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. If the Prevailing Wage requirement is not met, the City will not release the Project-related City Funds and shall be a basis for the City to pursue remedies under the provisions of Section 15.02 hereof.

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 each Developer Entity's first full fiscal year 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; provided, however, the City may agree to an alternate recording order in its sole discretion. 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 or 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.

(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. 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,

(iii) 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

(iv) 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.

8.20. Annual Report(s). Beginning in the first full calendar year following the of issuance of the Certificate and continuing throughout the Compliance Period, Developer shall submit to DPD an Annual Compliance Report for the Project on or before March 1st. By way of example, if the Certificate is issued on June 1, 2026, Developer's first Annual Compliance Report would be due on or before March 1, 2027 and cover the period June 2, 2026 to December 31, 2026.

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: (a) to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code and (b) to cooperate with the Legislative Inspector General in any investigation undertaken pursuant to Chapter 2-55 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapters 2-56 and 2-55 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

8.22. Chicago Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that it has complied with the Chicago Sustainable Development Policy for the Project within one (1) year after the date of the issuance of the Certificate. If a default occurs

under the Chicago Sustainable Development Policy requirement, the City shall have the option in its sole discretion to reduce the amount of the City Funds by, or require repayment of City Funds already paid to the Developer of, Two-hundred and Fifty Thousand Dollars (\$250,000).

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.

(a) 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 Affordable Housing Covenant and Lien 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:

(b) Upon the issuance of the Certificate, the Developer agrees as follows:

(i) The residential rental housing portion of the Project shall be operated and maintained solely as residential rental housing and as provided in (b)(ii) through and including (b)(v) below.

(ii) The Affordable Units shall be available for occupancy to and to be occupied solely by one or more Eligible Families, as defined below, meeting the Affordability Requirements, as defined below.

(iii) The Affordable Units shall consist of two (2) units affordable to Families with incomes not greater than 40% of area median income ("AMI") as defined in the Affordable Requirements Ordinance, Municipal Code § 2-44-085 (the "ARO"); three (3) units affordable to Families with incomes not greater than 50% of AMI as defined in the ARO; four (4) units affordable to Families with incomes not greater than 60% of AMI as defined in the ARO; three (3) units affordable to Families with incomes not greater than 70% of AMI as defined in the ARO; and two (2) units affordable to Families with incomes not greater than 80% of AMI as defined in the ARO (collectively, the "Affordability Requirements").

(iv) The Affordable Units shall be at least 75% leased and occupied during the Compliance Period as required by Section 8.26.

(v) The Affordable Units shall be in compliance with the provisions of the ARO and its related rules and regulations for the Term of the Agreement.

(c) All of the Affordable Units shall be available for occupancy and be occupied solely by one or more Eligible Families (as defined below) upon initial occupancy and all of the Affordable Units in the Project shall have monthly rents in accordance with the ARO. Family size for such units shall be determined in accordance with the ARO and the rules promulgated thereunder.

(d) As used in this Section 8.24, the following terms have the following meanings:

(i) "Family" shall mean one or more individuals, whether or not related by blood or marriage; and

(ii) "Eligible Families" shall mean Families whose annual income does not exceed forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) 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 pursuant to the ARO, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 8.24 shall run with the land and be binding upon any transferee.

(f) The City and Developer shall enter into a separate Affordable Housing Covenant and Lien to implement the provisions of this Section 8.24. The Parties agree that Developer must only maintain for Affordable Units for the Compliance Period and that the number of required Affordable Units after the expiration of the Compliance Period may be fewer due to the applicable requirements of the ARO.

8.25. Reserved.

8.26. Occupancy Covenant. Throughout the Compliance Period, the Developer hereby covenants and agrees to maintain the following:

- At least 50 percent of the retail space is to be leased and occupied in the first two years of the Compliance Period and, subject to customary tenant turnover and space reletting, at least 75 percent of the retail space is to be leased and occupied in years three through ten of the Compliance Period (the “Retail Covenant”);
- At least 50 percent of the office/commercial space is leased and occupied by local tenants in the first two years of the Compliance Period and, subject to customary tenant turnover and space reletting, at least 75 percent of the office/commercial space is leased and occupied by Local Tenants occupied in years three through ten of the Compliance Period (the “Office Covenant”);
- Subject to customary tenant turnover and space reletting, at least 75 percent of the 14 Affordable Units (11 of 14) are leased and occupied and the Affordable Units are in compliance with the ARO (the “Residential Covenant”);
- Developer shall contractually obligate Tenant through the Lease to book and host concerts and other events at the Theater continuously throughout the Compliance Period on a basis commensurate with Tenant’s customary business practices for comparable venues in comparable markets (e.g., Shrine Auditorium in Los Angeles, The Roadrunner in Boston, T5 in New York City, The Eastern in Atlanta and The Masonic Temple in Detroit). Notwithstanding the foregoing, Tenant’s obligation to operate in the Theater shall be subject to Force Majeure or shall not be required at any time during which Tenant or Developer is remodeling or refurbishing the Theater (the “Theater Covenant”).

The covenants set forth in this Section 8.26 shall run with the land and be binding upon any transferee during the Term of this Agreement.

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 10.01, 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 performed by the Developer, 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 (50%) of the total worker hours worked by persons on the site of each Project respectively 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..

“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 for construction work performed by the Developer. 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 10.02 concerning the worker hours performed by actual Chicago residents.

When Developer's 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 Developer's Project work, at least the following percentages of the MBE/WBE Budget (as set forth in Exhibit E-2 hereto) shall be expended for contract participation by MBEs and by WBEs:

- (1) At least twenty-six percent (26%) by MBEs.
- (2) At least six percent (6%) 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 Developer's Project work) 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 monthly reports to the City's monitoring staff during the Developer's Project work 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 Developer's Project work 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 performed by Developer.

(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. If the Developer seeks to exclude the cost of any of the applicable Project Activities from the MBE/WBE Budget as provided in Exhibit E-2 of this Agreement, the Developer must provide DPD with a list of those Program Activities, and the estimated cost of such Program Activities the Developer wishes to be excluded. The City, in its sole discretion, will determine if said Program Activities are to be excluded from the MBE/WBE Budget. The Developer may not request a waiver for any Project Activity and/or its associated cost after the earlier of the execution of this Agreement or the start of construction of the Project.

(g) Prior to the Closing Date, 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. Prior to the Closing Date, Developer shall be required to submit to DPD its contract with the General Contractor for review and may request copies of contracts with subcontractors. The Developer shall submit its MBE/WBE utilization plan, including Schedule C and D to DPD for approval and must submit evidence acceptable to DPD that the General Contractor has met at least once with, and provided bid documents to, applicable MBE/WBE contractor associations. 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, 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 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 the Closing Date. 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 "Indemnites") 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 Indemnites in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnites shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnites 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, including, be not limited to, Section 8.27; 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 Indemnites 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 (other than a Permitted Transfer) of any part of the ownership interests of Developer, except to a wholly owned entity of the Developer, without the prior written consent of the City;

(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, after notice and opportunity to cure;

(m) The failure of the 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 continuously operate the Project in the manner described in this Agreement during the Compliance Period;

(n) the assignment or other direct or indirect transfer by the Developer of the Lease, other than to an Affiliate, without the prior written approval of the City (which shall be in the City's sole discretion);

(o) a Default (as defined in the Lease) by the Developer under the Lease that is not cured within the cure period, if any, granted under the Lease, or the Developer's execution of a material amendment without the prior written approval of the City under Section 18.01;

(p) in addition to the events of Default outlined herein, any violation of covenants or any violation of the Operating Covenants herein shall also be considered Events of Default for which all applicable remedies, including termination of this Agreement, and the termination of the payments of City Funds shall apply; or

(q) The failure by Developer to meet a Closing Date with the City within 180 days of approval by City Council.

For purposes of Sections 15.01(i) and 15.01[(l)] hereof, a person with a material interest in Developer shall be one owning in excess of seven and a half percent (7.5%) of Developer's membership, partnership or ownership interests.

15.02. Remedies. Upon the occurrence of an Event of Default other than a breach of one or more of the covenants set forth in Section 8.26, 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, 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.

However, if an uncured Event of Default occurs on the Retail Covenant, Office Covenant, or Residential Covenant, the City may recapture up to a maximum of \$6,750,000 of City Funds paid to Developer. For each year of the Compliance Period, the amount that can be recaptured for an uncured Event of Default on these covenants is reduced by 10%. For example, if an uncured Retail Covenant Event of Default occurs in Year 5 of the Compliance Period, then the amount that may be recaptured is reduced to \$3,375,000.

Similarly, if an uncured Event of Default occurs on the Theater Covenant, the City may recapture up to a maximum of \$13,500,000 of the City Funds paid to the Developer. For each year of the Compliance Period, the amount that can be recaptured is reduced by 10%. For example, if an uncured Theater Covenant Event of Default occurs in Year 5 of the Compliance Period, then the amount that may be recaptured is reduced to \$6,750,000.

15.03. Curative Period.

(a) Except as provided in Section 15.03(b), 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.

(b) Following an Event of Default in regard to the Retail Covenant, the Office Covenant or the Residential Covenant, the Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Standard Cure Period") during the life of the Compliance Period. Following an Event of Default in regard to the Theater Covenant, the Developer shall be entitled to two one-year cure periods, counted separately from the Standard Cure Period, and these two cure periods may run consecutively or non-consecutively (each being a "Theater Cure Period"). However, there shall be no Standard Cure Period or Theater Cure Period with respect to any other event of default pursuant to Section 15.01 other than those cure rights set forth in Section 15.03(a). During a Standard Cure Period or Theater Cure Period, the City will not be required to make a payment of City Funds. Once cured, any default year by the Developer shall not count towards the required term of the Compliance Period or any other obligation of the Developer under this Agreement. If two defaults have occurred among the Retail Covenant, the Office Covenant or the Residential Covenant and have both been independently cured, then any subsequent default on those covenants shall constitute an Event of Default without notice or opportunity to cure. Likewise, if two defaults have occurred on the Theater Covenant and have both been independently cured, or if one default has occurred on the Theater Covenant and both Theater Cure Periods were used consecutively in order to cure the default, then any subsequent default on the Theater Covenant shall constitute an Event of Default without notice or opportunity to cure.

(c) Notwithstanding anything to the contrary contained herein, the City hereby agrees that any cure of a default made or tendered by HTC Investor or any Lender shall be deemed to be a cure by the Developer and shall be accepted or rejected on the same basis as if made or tendered by Developer.

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 D 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 18.14 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 18.14 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 or financing undertaken with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DPD. After a Certificate has been issued pursuant to Section 7 hereof, if mortgagee or other permitted transferee executes a subordination agreement acceptable to the City in which it subordinates its mortgage lien to the covenants in this Agreement that run with the land, City consent is not required [City to clarify this situation; wouldn't a new mortgage already be subordinate?].

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: Baum Revision, LLC 1030 West Chicago Avenue Chicago, Illinois 60642 Attention: Scott Goldman With a copy to: Baum Revision, LLC 1030 West Chicago Avenue Chicago, Illinois 60642 Attention: General Counsel
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: Dykema Gossett, PLLC 10 South Wacker Drive Suite 2300 Chicago, Illinois 60606 Attention: Andrew P. Scott

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 or construction obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or unless otherwise stated herein, 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 are 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. Except with respect to those remedies which are specific to the Retail Covenant, Office Covenant, Residential Covenant and the Theater Covenant, 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, or the Milwaukee Corridor ARO Pilot Area Ordinance, the TIF Ordinances 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. Except for Permitted Assignments, 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, pandemic 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. This provision shall also apply to Tenant's obligation to operate under the Theater Covenant as provided in Section 8.26.

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 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.

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.

BR CONGRESS OWNER, LLC

By: _____

Its: _____

CONGRESS THEATER NFP

By: _____

Its: _____

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 _____, personally known to
 me to be the _____ of BR Congress Owner, 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 [_____] 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)

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 Congress Theater NFP, a(n) _____
 not for profit corporation (the "NFP"), 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 [_____] of the NFP, 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 the City, as his/her free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 2023.

Notary Public

My Commission Expires _____

(SEAL)

(Sub)Exhibits "A", "B", "C", "D", "E-1", "E-2", "F" and "G" referred to in this BR Congress Owner LLC (Congress Theater) Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

Redevelopment Area.

[To Be Attached At Closing Date]

(Sub)Exhibit "B".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

Property (subject to survey and title insurance):

Lots 14 to 18, both inclusive (except the north 16 feet of said Lot 14) of James M. Allen's Subdivision of Lots 8 to 11 in the subdivision by John Gray Guardian, of 8 acres east of and adjoining the west 25.62 acres of that part north of Milwaukee Plank Road of the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, also

The vacated alley east of and adjoining Lots 14 to 18, both inclusive (except the north 16 feet of said Lot 14) in James M. Allen's Subdivision aforesaid, also

Lots 12 to 15, both inclusive (except the east 3 feet of said Lot 15 and except that part lying in Milwaukee Avenue) in John Gray Guardian, of 8 acres east of and adjoining the west 25.62 acres of that part north of Milwaukee Plank Road of the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, also

The vacated east and west alley north of and adjoining Lots 12 to 15, both inclusive (except the east 3 feet of said Lot 15) in John Gray Guardian, of 8 acres east of and adjoining the West 25.62 acres of that part north of Milwaukee Plank Road of the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, also

Lots 11 to 15, both inclusive (except the east 3 feet of each of said lots) in Herman's Papsien's Subdivision of Lot 19 (except the north 60 feet thereof) in James M. Allen's Subdivision of Lots 8 to 11 in the subdivision by John Gray Guardian, of 8 acres east of and adjoining the west 25.62 acres of that part north of Milwaukee Plank Road of the northeast quarter of Section 36, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Common Addresses:

2117 -- 2139 North Rockwell Avenue; and
2115 -- 2139 North Milwaukee Avenue
Chicago, Illinois 60647.

Permanent Index Numbers:

13-36-221-017-0000;
13-36-221-031-0000; and
13-36-221-032-0000.

(Sub)Exhibit "C".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

Project.

TIF-Funded Improvements.*

Acquisition Costs:	\$	0
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Hard Costs:

Base Building Hard Cost	\$43,000,000
Theatre Fitout	0
Retail/Commercial Tenant Improvements	1,945,500
Hard Cost Contingency	5,000,000
Total Hard Costs:	\$49,945,500

* 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.

Soft Costs/Fees:

Architecture and Engineering	\$ 1,500,000
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Developer Fee	0
Soft Cost Contingency	0
Operating Reserve and Interest Carry	0
 Total Soft Costs:	 \$ 1,500,000
 Total:	 \$51,445,500

(Sub)Exhibit "D".
(To BR Congress Owner LLC (Congress Theater)
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.]

(Sub)Exhibit "E-1".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

Project Budget.

Acquisition Costs:	\$12,750,000
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Hard Costs:

Base Building Hard Cost	\$43,000,000
Theatre Fitout	8,000,000
Retail/Commercial Tenant Improvements	1,945,500
Hard Cost Contingency	5,000,000
Total Hard Costs:	\$57,945,500

Soft Costs/Fees:

Architecture and Engineering	\$ 1,500,000
Other Professional Services	2,152,339
Construction Management	720,000
Permits and Titles	537,500
Developer Fee	6,951,896
Soft Cost Contingency	250,000
Operating Reserve and Interest Carry	5,000,000
Total Soft Costs:	\$17,111,735

Total:	\$87,807,235
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(Sub)Exhibit "E-2".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

MBE/WBE Budget.

Hard Costs:

Base Building Hard Cost	\$33,809,644
Theatre Fitout	0
Retail/Commercial Tenant Improvements	0
Hard Cost Contingency	0
Total Hard Costs:	\$33,809,644

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
Operating Reserve and Interest Carry	0
Total Soft Costs:	\$ 0

Total:	\$33,809,644
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Project MBE Total at 26 percent	\$ 8,790,507
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Project WBE Total at 6 percent	\$ 2,028,578
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(Sub)Exhibit "F".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

Approved Prior Expenditures.

[To Be Inserted At Closing Date Or Such Other Time Acceptable To DPD]

(Sub)Exhibit "G".
(To BR Congress Owner LLC (Congress Theater)
Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of BR Congress Owner LLC, an Illinois limited liability company (the "Developer"), hereby certifies that with respect to that certain BR Congress Owner LLC (Congress Theater) 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

APPROVAL OF AMENDMENT NO. 3 TO FULLERTON/MILWAUKEE TAX
INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[O2023-2313/O2023-0001361]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Third Amendment to the Fullerton/Milwaukee TIF Redevelopment Project and Plan, located in the 1st, 26th, 30th, 31st and 35th Wards (O2023-2313/O2023-0001361), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 on February 16, 2000, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 86178 to 86396, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Fullerton/Milwaukee Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on May 11, 2005 and published in the *Journal* for such date at pages 47331 to 47471 ("Amendment Number 1") and an ordinance adopted on July 6, 2011 and published in the *Journal* for such date at pages 2076 to 2084 ("Amendment Number 2" and together with the Original Plan and Amendment Number 1, the "Plan"); and

WHEREAS, The Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be December 31, 2024; and

WHEREAS, The Illinois General Assembly adopted HB2518 (the "Bill") on May 25, 2023, which would amend the Act to, among other things, change the dates set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects in the Area must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area was adopted; and

WHEREAS, The Corporate Authorities desire to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Bill, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act, and to provide that the extension of the estimated completion date of the Area shall be no later than December 31, 2027; and

WHEREAS, Section 11-74.4-3(n)(9) of the Act authorizes a municipality to amend a redevelopment plan without a joint review board meeting or hearing, provided that the municipality gives notice of any such changes by mail to each affected taxing district and registrant on the interested party registry, to expend tax increment revenues for redevelopment project costs so long as the changes do not increase the total estimated redevelopment project costs set out in the redevelopment plan by more than 5 percent after adjustment for inflation from the date the Plan was adopted; and

WHEREAS, The Corporate Authorities further desire to amend and supplement the Plan, in accordance with the procedures set forth in Section 11-74.4-3(n)(9) of the Act, to increase the total estimated redevelopment project costs set forth in the Plan by no more than 5 percent after adjustment for inflation from the date the Plan was adopted; now, therefore,

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

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

SECTION 2. Approval Of Amendment Number 3 To The Plan. Amendment Number 3 to the "Fullerton/Milwaukee Tax Increment Financing Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Findings. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 3, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act as amended by the Bill. The Corporate Authorities further hereby find that the total estimated redevelopment project costs set forth in the Plan, as amended by Amendment Number 3, conform to the provisions of Section 11-74.4-3(n)(9) of the Act.

SECTION 4. Invalidity Of Any Section. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 5. Superseder. All ordinances (including, without limitation, the TIF Ordinances), resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflicts.

SECTION 6. Effective Date. This ordinance shall take effect upon the later of (1) the Bill becoming law and (2) the passage and approval of this ordinance.

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

Exhibit "A".

*Amendment No. 3 To The Fullerton/Milwaukee Tax Increment
Financing Redevelopment Plan And Project.*

1. Under Section VI ("Redevelopment Project"), under the subsection "Nature and Term of Obligations to be Issued," the second paragraph is deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2027. Also, the final maturity date of any such obligations which are issued may not be later than 20 years from their respective dates of issue. One or more series of obligations may be sold at one or more times in order to implement this Plan. Obligations may be issued on a parity or subordinated basis."

2. Under Section VI ("Redevelopment Project"), under the subsection "Estimated Project Costs", Table P-2: Estimated Redevelopment Project Costs is replaced with the following table (associated footnotes to Table P-2 in the Plan not amended):

Table P-2: Estimated Redevelopment Project Costs:

Eligible Expense	Estimated Cost*
Analysis, Administration, Studies, Surveys, Legal, Marketing, et cetera	\$ 3,000,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation	30,945,000
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements and Rehabilitation Cost	57,000,000
Affordable Housing Construction	41,900,000
Public Works and Improvements, including streets and utilities, parks open space, public facilities (schools and other public facilities) (1)(2)	52,000,000
Job Training, Retraining, Welfare to Work	2,000,000
Relocation Costs	1,700,000
Interest Subsidy (Developer Interest Costs)	7,100,000
Day Care	100,000
Total Redevelopment Costs (3)(4)(5)(6):	\$195,740,000

* Exclusive of Capitalized interest, issuance costs, and other financing costs.

3. Under Section IX ("Other Elements of the Redevelopment Plan"), under the subsection "Date of Completion", the existing paragraph is deleted and replaced with the following:

"The Redevelopment Project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2027."

4. Under Section IX ("Other Elements of the Redevelopment Plan"), under the subsection "Implementation Schedule", the existing paragraph is deleted and replaced with the following:

"A phased implementation strategy will be utilized to achieve comprehensive and coordinated redevelopment of the Project Area. It is anticipated that City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with Redevelopment Project expenditures by private developers and the receipt of incremental property taxes by the City. The estimated date for completion of Redevelopment Projects is no later than December 31, 2027."

AMENDMENT OF ORDINANCE PROVIDING TAX INCREMENT FINANCING
ASSISTANCE FUNDS FOR INFRASTRUCTURE PROJECTS FOR UNIVERSITY OF
ILLINOIS DISCOVERY PARTNERS INSTITUTE AT W. 15TH ST. AND S. CLARK ST.
[O2023-2314/O2023-0001367]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning an amendment to the TIF Appropriation Ordinance for the University of Illinois' Discovery Partners Institute Infrastructure at West 15th Street and South Clark Street, located in the 3rd Ward (O2023-2314/O2023-0001367), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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. On December 14, 2022, the City Council of the City of Chicago passed an ordinance, referenced as O2022-3794, published on pages 57818 through 57822 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("Ordinance"). The Ordinance is hereby amended by deleting the language stricken and by inserting the language underlined, as follows:

(Omitted text is unaffected by this ordinance.)

Whereas, Certain enabling infrastructure is needed to accommodate the DPI Innovation Hub within the Redevelopment Area generally between West Roosevelt Road and South Archer Avenue (the "Project") including ~~two components~~: (a) a new segment of West 15th Street connecting South Wells Street and South Clark Street and all associated infrastructure necessary for the street (the "15th Street Component"), (b) the infrastructure for the intersection of South Clark Street and 15th Street (the "Intersection"), and (c) a realignment of railroad infrastructure used by the Commuter Rail Division of the Regional Transportation Authority ("Metra") along its Rock Island District line and a new railroad grade separation structure over the new West 15th Street (the "Metra Realignment Component"); and

Whereas, The Department of Transportation of the City ("CDOT") desires to use a portion of the Roosevelt/Clark Increment in an amount not to exceed \$85,000,000 ("Transferred City Funds") for the purpose of wholly or partially funding certain costs of the Project (the "TIF Funded Improvements") to the extent and in the manner provided in this ordinance and the DPI IGA and Metra IGA (each as defined below); and

(Omitted text is unaffected by this ordinance.)

Whereas, It is anticipated that the City may, in its discretion, exercise its Transfer Rights pursuant to the Act, the Canal/Congress Redevelopment Plan, and the Redevelopment Plan to use Canal/Congress Increment in an amount up to \$85,000,000 ~~as part of (and not in addition to) the~~, which shall constitute the Transferred City Funds; and

(Omitted text is unaffected by this ordinance.)

Whereas, CDOT expects the University of Illinois to undertake planning, design, construction, and related activities necessary to build the 15th Street Component and the Intersection; and

(Omitted text is unaffected by this ordinance.)

Whereas, In consideration of costs for the Project incurred or to be incurred by or on behalf of the University of Illinois, the City desires to enter into an intergovernmental agreement with the University of Illinois whereby the City shall use Transferred City Funds to pay for or reimburse the University of Illinois for the TIF-Funded Improvements related to the 15th Street Component ~~of and the Intersection Project~~ (the "DPI IGA"); provided that the total amount of Transferred City Funds to be paid under both the DPI IGA and the Metra IGA, collectively, shall not exceed the greater of (a) \$15,000,000 or (b) if the Metra IGA (defined below) is effective, \$85,000,000 minus the total amount of Transferred City Funds the City has agreed to pay Metra for work on the Metra Realignment Component under the Metra IGA; and

Whereas, In consideration of costs for the Project incurred or to be incurred by or on behalf of Metra, the City desires to enter into an intergovernmental agreement with Metra whereby the City shall use Transferred City Funds to pay for or reimburse Metra for the TIF-Funded Improvements related to the Metra Realignment Component ~~of the Project (the "Metra IGA");~~ (the "Metra IGA"); provided that the total amount of Transferred City Funds to be paid under the Metra IGA shall not exceed the greater of (a) \$70,000,000 or (b) if the DPI IGA is effective, \$85,000,000 minus the total amount of Transferred City Funds the City has agreed to pay University of Illinois for work on the 15th Street Component and the Intersection under the DPI IGA; and

(Omitted text is unaffected by this ordinance.)

Whereas, The City desires to enter into ~~an amendment (one or more amendments~~ (collectively, the "Metra Realignment Amendment") to the RDA reflecting (a) the deletion of each reference to Metra Realignment ~~and (as defined in the RDA),~~ (b) revisions to reflect such deletions, including without limitation reducing the amount of City Funds (as defined in the RDA) and revising the Project Budget and MBE/WBE Budgets (each as defined in the RDA) attributable to Metra Realignment, and (c) the exclusion of Transferred City Funds from Incremental Taxes (as defined in the RDA) and Available Incremental Taxes (as defined in the RDA); and

Whereas, The Metra Realignment Amendment may contain such other terms as the Commissioner of CDOT (the "CDOT Commissioner") and the Commissioner of DPP (the "DPP Commissioner") deem necessary or desirable that would take effect if Metra does not complete the Metra Realignment Component pursuant to the Metra IGA, including by the deadlines in the Metra IGA; by way of example and without limitation, the Metra Realignment Amendment may provide that in the case of such non-completion of the Metra Realignment Component, the RDA shall be deemed to be amended to reflect (a) the reinstatement of each original reference to Metra Realignment and (b) revisions reflecting such reinstatement, including without limitation increasing the amount of City Funds and revising the Project Budget and MBE/WBE Budgets to reflect the amounts attributable to Metra Realignment that originally appeared in the RDA, minus any reductions agreed to by the CDOT Commissioner and the DPP Commissioner, in their discretion, including without limitation to reflect work previously completed on the Metra Realignment Component; and

Whereas, The City desires to enter into one or more amendments (collectively, the "15th Street Amendment") to the RDA reflecting (a) the deletion of each reference to 15th Street Construction (each as defined in the RDA),) and the deletion of the Intersection from the definition of Clark Street Improvements (as defined in the RDA), (b) revisions to reflect such deletions, including without limitation reducing the amount of City Funds and revising the Project Budget and ~~corresponding item~~ MBE/WBE Budgets ~~(each as defined in the RDA)~~ attributable to Metra Realignment and 15th Street Construction, and (c) the exclusion of Transferred City Funds from Incremental Taxes and Available Incremental Taxes; and

Whereas, The 15th Street Amendment may contain such other terms as the CDOT Commissioner and the DPD Commissioner deem necessary or desirable that would take effect if University of Illinois does not complete the 15th Street Component and the Intersection pursuant to the DPI IGA, including by the deadlines in the DPI IGA; by way of example and without limitation, the 15th Street Amendment may provide that in the case of such non-completion of the 15th Street Component and the Intersection, the RDA shall be deemed to be amended to reflect (a) the reinstatement of each original reference to 15th Street Construction and the reinstatement of the Intersection to the definition of Clark Street Improvements, and (b) revisions reflecting such reinstatements, including

without limitation increasing the amount of City Funds and revising the Project Budget and MBE/WBE Budgets to reflect the amounts attributable to 15th Street Construction that originally appeared in the RDA, minus any reductions agreed to by the CDOT Commissioner and the DPD Commissioner, in their discretion, including without limitation to reflect work previously completed on the 15th Street Construction and/or the Intersection; and

Whereas, The City intends to apply the ~~corresponding~~ MBE/WBE commitments in the RDA towards the work to be performed pursuant to the DPI IGA; and

Whereas, The City intends to require Metra to comply with Metra's Disadvantaged Business Enterprise ("DBE") program, as defined by and consistent with, 49 CFR Part 26, to award 30 percent of the subcontracting work to DBE firms for the work to be performed pursuant to the Metra IGA; now, therefore,

(Omitted text is unaffected by this ordinance.)

Section 2. The CDOT Commissioner of CDOT (the "CDOT Commissioner") and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the DPI IGA and such other supporting documents as may be necessary to carry out and comply with the provisions of the DPI IGA, including amendments to the DPI IGA, in such form as shall be approved by the persons executing the DPI IGA or such amendments on behalf of the City.

Section 3. The CDOT Commissioner and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Metra IGA and such other supporting documents as may be necessary to carry out and comply with the provisions of the Metra IGA, including amendments to the Metra IGA, in such form as shall be approved by the persons executing the Metra IGA or such amendments on behalf of the City.

Section 4. The DPD Commissioner of DPD (the "DPD Commissioner"), the CDOT Commissioner and their respective designees are each hereby authorized, subject to approval of the City's Corporation Counsel, to negotiate, execute and deliver the 15th Street Amendment and/or the Metra Realignment Amendment, and such other supporting documents as may be necessary to carry out and comply with the provisions of ~~the each~~ Amendment, in such form as shall be approved by the persons executing ~~the~~ each Amendment on behalf of the City.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon its passage and approval.

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

[O2023-2317/O2023-0001371]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance granting the Department of Housing authority to cede excess and unallocated volume cap to Illinois Housing Development Authority (IHDA) from the City of Chicago's tax-exempt private activity volume bond cap (O2023-2317/O2023-0001371) in an amount up to \$150,000,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 housing available to persons of low- and moderate-income; and

WHEREAS, The Illinois Housing Development Authority, a body politic and corporate established pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1, et seq., as amended ("IHDA") has advised the City that that there exists a serious shortage of decent, safe and sanitary housing available to persons of low- and moderate-income throughout the State of Illinois; and

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

WHEREAS, Pursuant to Section 146 of the Internal Revenue Code of 1986 (the "Code"), as amended, the City as a constitutional home rule city, is allocated a certain amount of volume cap per calendar year in connection with the issuance of tax-exempt bonds by the City; and

WHEREAS, The Illinois Private Activity Bond Allocation Act, 30 ILCS 345/1, et seq., as amended, provides, among other things, that the corporate authorities of any home rule unit may reallocate all or any portion of its unused allocation of volume cap; and

WHEREAS, The Department of Housing ("DOH") does not have enough administrative resources to leverage all the volume cap provided to the City and reallocating a portion of the City's unused volume cap would allow the City to partner with other funding agencies to create affordable housing; and

WHEREAS, IHDA issues tax-exempt qualified mortgage bonds, multi-family-housing revenue bonds and other tax-exempt obligations, pursuant to the Code (collectively, the "Tax-Exempt Obligations") to finance affordable housing projects within the corporate boundaries of the City; and

WHEREAS, The proceeds of the Tax-Exempt Obligations would be used to finance: (a) a portion of the costs of the construction, acquisition, and rehabilitation of affordable housing (collectively, the "Affordable Housing"); and/or (b) qualifying mortgage loans on residences which benefit low-income homebuyers purchasing homes ("Mortgage Assistance Program" and together with Affordable Housing, the "Affordable Housing Developments"); and

WHEREAS, During the period beginning on the effective date of this ordinance until December 31, 2025 (the "Reallocation Period"), the City wishes to make one or more reallocations to IHDA of the City's available volume cap totaling not to exceed \$150,000,000 (the "Reallocation Amount") to be used by IHDA in connection with IHDA's issuance of Tax-Exempt Obligations for one or more Affordable Housing Developments within the corporate boundaries of the City (each, a "Project"), pursuant to one or more

intergovernmental agreements between the City and IHDA (each, an "IGA"); provided that if Tax-Exempt Obligations to be issued for a Project in connection with a specific reallocation are not issued by IHDA as of, or prior to 11:00 P.M. on December 31st of the year the related IGA is executed, the City's reallocation will not have been deemed to have occurred and said reallocation amount of volume cap shall revert back to the City, unless the DOH Commissioner or the CFO at their respective sole discretion, extends such deadline to no later than 11:00 P.M. on February 1st of the succeeding year; 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 Housing ("DOH Commissioner"), in consultation with the Chief Financial Officer of the City ("CFO") is hereby authorized to reallocate to IHDA at the DOH Commissioner's discretion from time to time during the Reallocation Period, one or more amounts of the City's then available volume cap, provided that the Reallocation Amount shall not exceed, in the aggregate, \$150,000,000.

SECTION 3. The exact amount of the reallocation to IHDA of all or a portion of the Reallocation Amount for each Project and the date on which said reallocation is effectuated shall be determined by the DOH Commissioner in consultation with the CFO based on the best interests of the City and on the amount of volume cap available on the date of said reallocation.

SECTION 4. The DOH Commissioner and the CFO are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver one or more IGAs and such other supporting documents as may be necessary to effectuate this ordinance and to carry out and comply with the provisions of the IGAs, in such form as shall be approved by the persons executing the IGAs on behalf of the City.

SECTION 5. The City shall not charge IHDA a fee for any reallocation made during the Reallocation Period.

SECTION 6. All of the Projects for which the City makes a reallocation of volume cap under this ordinance shall be located within the corporate boundaries of the City.

SECTION 7. Each reallocation of volume cap by the City to IHDA shall be effectuated pursuant to the terms of an IGA between the City and IHDA.

SECTION 8. If Tax-Exempt Obligations to be issued for a Project in connection with a specific reallocation are not issued by IHDA as of, or prior to 11:00 P.M. on December 31st of the year the related IGA is executed, the City's reallocation will not have been deemed to have occurred and said reallocation amount of volume cap shall revert back to the City unless the DOH Commissioner or the CFO at their respective sole discretion, extends such deadline to no later than 11:00 P.M. on February 1st of the succeeding year.

SECTION 9. 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 10. This ordinance shall be effective as of the date of its passage and approval.

EXTENSION OF AGREEMENT WITH LOOP-COUNTERPOINTE PACE LLC AS PROGRAM ADMINISTRATOR FOR PROPERTY ASSESSED CLEAN ENERGY ACT (PACE) PROGRAM.

[O2023-0001932]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning an extension for Loop-Counterpointe PACE LLC to retain their services as program administrator for the Property Assessed Clean Energy (PACE) program (O2023-0001932), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, Illinois (the "City"), a municipal corporation and home rule unit of local government of the State of Illinois authorized pursuant to the Property Assessed Clean Energy Act (50 ILCS 50/1, et seq.) (as amended, supplemented, modified or replaced, the "PACE Act") to establish a properly assessed clean energy program (the "PACE Program"), to finance energy projects (as defined in the Act), to create a PACE area (as defined in the Act) and contract with a program administrator (as defined in the Act) to assist it in developing, launching, and operating a PACE Program pursuant to the Act; and

WHEREAS, The financing of energy projects is a valid public purpose and the City desires to establish a PACE area and PACE Program pursuant to the Act in order to finance energy projects; and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City on July 25, 2018, appearing in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at page 81610, the Commissioner of the Department of Planning and Development ("DPD"), or a designee of such Commissioner was authorized to execute an agreement with the program administrator to assist the City with the development and operation of a Pace Program, and Loop-Counterpointe Pace LLC was designated as the program administrator (the "Administrator") to assist the City in developing a PACE Program; and

WHEREAS, Pursuant to the authority granted, DPD entered into a contract with Loop-Counterpointe Pace LLC to assist the City with the development and operation of the

PACE Program on August 17, 2018 (the "Agreement"), for three years with a two-year extension option; and

WHEREAS, Pursuant to the Agreement, the City extended the Agreement for a two year period beginning on August 15, 2021; and

WHEREAS, The PACE program is continuing and the City wishes Loop-Counterpointe Pace LLC to continue to perform as the Administrator and assist with the operation of the PACE Program and to extend the term of the Agreement for an additional three years to end on August 15, 2026, with a two year extension option, on the same terms and conditions of the Agreement; now, therefore,

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

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

SECTION 2. The Commissioner of DPD or her designee (each, an "Authorized Officer") is authorized to extend this Agreement for three years to end on August 15, 2026 with a two year extension option on the same terms and conditions of the Agreement. Each Authorized Officer, for and on behalf of the City shall be, and each of them hereby is, authorized and directed to do any and all things necessary to effect the performance of all obligations of the City under and pursuant to this ordinance and is hereby further authorized, empowered and directed for and on behalf of the City, to execute and deliver all papers, documents, certificates and other instruments that may be required to carry out the authority conferred by this ordinance or to evidence said authority.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago (the "Municipal Code"), or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to render voidable at the option of the City any document, instrument or agreement authorized under this ordinance or to impair the validity of this ordinance or the instruments authorized by this ordinance; provided, further, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision of the Municipal Code.

SECTION 4. This ordinance shall be in full force and effect upon its passage and approval.

INTERGOVERNMENTAL LEASE AGREEMENT WITH CHICAGO PARK DISTRICT
REGARDING TERM USE OF PORTION OF DURKIN PARK FOR WATER SUPPLY
PROJECT.

[O2023-0001354]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance authorizing a lease agreement with the Chicago Park District regarding a portion of Durkin Park for the water supply project, located in the 18th Ward (O2023-0001354), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The Chicago Park District ("Park District") is an Illinois body politic and corporate and unit of local government; and

WHEREAS, The City and Joliet have previously entered into that certain Water Supply Agreement, dated as of May 1, 2023, for the provision of Lake Michigan water from the City's water system to Joliet (the "Water Supply Agreement"); and

WHEREAS, The Water Supply Agreement provides that, in order for the City to supply water to Joliet, new water supply infrastructure (the "Infrastructure") will be built at the City's Southwest Pumping Station and at Durkin Park, and a portion of the Infrastructure will be owned and operated by Joliet; and

WHEREAS, Pursuant to that certain ordinance adopted by the City Council of the City (the "City Council") on July 21, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 32846 through 32859, inclusive, the Commissioner of the City's Department of Water Management (the "Commissioner") entered into that certain Intergovernmental Agreement dated as of July 30, 2021, as amended by that certain First Amendment to Intergovernmental Agreement dated on or as of December 31, 2022 (as amended, the "Intergovernmental Agreement") with the Park District, under which the City will acquire a two-acre portion of Durkin Park (the "Existing Parkland") from the Park District for the site of a portion of the Infrastructure; and

WHEREAS, In accordance with the Intergovernmental Agreement, the City intends to lease the Existing Parkland to the Park District for a term that will commence concurrently with the commencement of the Water Supply Agreement and shall end on December 31 of the year that is 100 years after the effective date of the Water Supply Agreement, unless sooner terminated as set forth in the lease (the "Lease"); and

WHEREAS, The Park District's right to use and enjoy the Existing Parkland shall be tolled during the construction of the Infrastructure and restoration of the Existing Parkland by Joliet; and

WHEREAS, The City will grant Joliet an easement to the Existing Parkland and various easements to the Southwest Pumping Station property for the installation, operation, maintenance and removal of the Infrastructure and restoration of the properties encumbered by such easements; now, therefore,

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

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

SECTION 2. This ordinance is an exercise of home rule power under Article VII, Section 6(a) of the State Constitution.

SECTION 3. The Commissioner is hereby authorized to execute the Lease, in substantially the form attached hereto as Exhibit A, on behalf of the City and to take such actions and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance and/or the administration of the Lease during its term, including, but not limited to, amending any deadlines set forth in the Intergovernmental Agreement to be consistent with the terms of the Lease.

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. This ordinance is not intended to, and does not, supersede the authority granted to the Commissioner of the Department of Water Management by that certain ordinance approved by the City Council on April 19, 2023, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 61911 through 62083.

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".
(To Ordinance)

Lease.

THIS LEASE is made and entered into this ____ day of _____, 2023 ("Lease Effective Date"), by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (herein referred to as the "City"), and the CHICAGO PARK DISTRICT, a body politic and corporate and unit of local government (hereinafter referred to as the "District"). The City and District individually shall be referred to as a "Party, and collectively as the "Parties".

RECITALS

WHEREAS, the City, through the City's Department of Water Management, is the owner of the approximately 87,500 square feet of land described and depicted on Exhibit A attached hereto and made a part hereof (the "Existing Parkland"), which is a portion of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, the remainder of which park is owned by the District; and

WHEREAS, for purposes of this Lease, the Existing Parkland does not include the subsurface, and the District shall not insert or install any equipment below the surface of the ground of the Existing Parkland; and

WHEREAS, the District is organized for the purpose of operating parks and playgrounds within the City of Chicago, and desires to continue to operate the Existing Parkland as part of its Durkin Park; and

WHEREAS, pursuant to an intergovernmental agreement between the Parties dated on or as of July 30, 2021, as amended (the "Intergovernmental Agreement", a copy of which is attached hereto as Exhibit B), the District has conveyed the Existing Parkland to the City for the construction and operation of subsurface and surface Joliet New Water Supply Infrastructure necessary for the supply of water ("Subsurface Joliet New Water Supply Infrastructure" and "Surface Joliet New Water Supply Infrastructure," respectively, both of which are generally depicted on Exhibit C, and collectively the "Joliet New Water Supply Infrastructure") to the City of Joliet, Illinois and including any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, "Joliet"); and

WHEREAS, Joliet shall finance, construct, own, operate, maintain, repair, and replace the Joliet New Water Supply Infrastructure under and on the Existing Parkland pursuant to one or more permanent easements from the City (collectively, the "Easement") and a water supply agreement with the City (the "Water Supply Agreement"), copies of which are attached hereto as Exhibits D and E, respectively (in the Easement and from time to time in this Lease, the Existing Parkland is known or referred to as the "Easement Area"); and

WHEREAS, the City has agreed to lease the Existing Parkland to the District, and the District has agreed to lease the Existing Parkland from the City to be used for normal active and passive sports and public recreational use as part of the larger Durkin Park;

NOW THEREFORE, in consideration of the covenants, terms and conditions set forth herein, the Parties hereto agree and covenant as follows:

SECTION 1. GRANT

The City hereby leases the Existing Parkland to the District.

SECTION 2. TERM

The term of this Lease ("Term") shall commence on the execution date set forth above ("Commencement Date") and shall end on December 31 of the year that is 100 years after the Effective Date of the Water Supply Agreement as it may be extended by renewals and by any period of time necessary for decommissioning and restoration as provided in Article 7 of the Water Supply Agreement, unless sooner terminated as set forth in this Lease. Provided, however, the District acknowledges and agrees that its right to use and enjoy the Existing Parkland shall be suspended during the initial construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, the restoration of the Existing Parkland by Joliet and as provided in this Lease.

SECTION 3. RENT, TAXES, AND UTILITIES

3.1 Rent. The District shall pay rent for the Existing Parkland in the amount of:

One Dollar (\$1.00) for the entire Term, the receipt and sufficiency of said sum being herewith acknowledged by both Parties.

3.2 Utilities. The District shall pay when due all charges for gas, electricity, water, sewer, light, heat, telephone, other communication, and any other utilities and charges that may be assessed on the Existing Parkland as a result of the District's use of the Existing Parkland.

3.3 Taxes. The District shall pay when due any leasehold, real estate, and other property taxes, interest, or penalties, if any, assessed or levied on the Existing Parkland during the Term. The District acknowledges that real estate and leasehold taxes are one (1) year in arrears in Cook County and that as a result the District shall be responsible for satisfaction of leasehold, real estate, interest, and penalties assessed or levied on the Existing Parkland on account of the District's use for at least one (1) year after the District vacates the Existing Parkland. The District's failure to pay any such taxes, penalties, or interest shall constitute a default under this Lease. Notwithstanding the foregoing, nothing herein shall preclude the District from contesting any charge or tax levied against the Existing Parkland. The District's tax responsibilities under this section shall survive the expiration, cancellation, or termination of this Lease.

SECTION 4. CONDITION AND ENJOYMENT OF EXISTING PARKLAND, IMPROVEMENTS, USE, STANDARDS

4.1 Covenant of Quiet Enjoyment. The City covenants and agrees that the District, upon paying the rent and upon observing and keeping the covenants, agreements, and conditions of this Lease on its part to be kept, observed, and performed, shall lawfully enjoy the Existing Parkland (subject to the provisions of this Lease) during the Term without hindrance or molestation by the City or Joliet, and subject to Joliet's rights under the Easement.

4.2 District's Duty to Maintain Existing Parkland and Right of Access. The District shall, at the District's expense, keep the Existing Parkland in a condition of good repair and order, and in compliance with all applicable provisions of the Municipal Code of Chicago, including, but not

limited to, those provisions in Title 13 ("Building and Construction"), and Title 17 ("Landscape Ordinance"), except to the extent that any repair, restoration or the like is necessitated by the presence or operation of the Joliet New Water Supply Infrastructure or future repair or replacement of the Joliet New Water Supply Infrastructure. To facilitate the District's maintenance activities, the Commissioner of the Department of Water Management shall provide to the District, upon completion of the Joliet New Water Supply Infrastructure and after any Future Maintenance and Repair or Emergency Action by Joliet, the maximum weight limits allowed on the Existing Parkland, which may also include structural load calculations and other information to ensure the safety of such maintenance activities and the safety of the Joliet New Water Supply Infrastructure, to the extent that Joliet has provided such information to the Department of Water Management. The City shall have the right of access to the Existing Parkland for the purpose of inspecting the same, provided that except in the case of emergencies, the City shall first give notice to the District of its desire to enter the Existing Parkland and will schedule its entry so as to minimize any interference with the District's use, and the public's enjoyment, of the Existing Parkland during periods when the District's use is not suspended as described in Section 2. Furthermore, as set forth in the Easement, Joliet shall have the right to enter the Existing Parkland to perform Joliet's Normal Operations, Future Maintenance and Repair, and Emergency Actions in connection with the Joliet New Water Supply Infrastructure. Joliet's Normal Operations will require no notice and will be scheduled in a manner so as not to interfere with the District's routine use and enjoyment of the Existing Parkland. Future Maintenance and Repair will be scheduled to minimize impacts to the District's use, and the public's enjoyment, of the Existing Parkland. Joliet will obtain either an access permit from, or access agreement with, the District in advance for Future Maintenance and Repair on the Existing Parkland, and in the case of Emergency Action, Joliet shall provide the District with notice that is practicable under the circumstances, but not longer than 24 hours, and request either an access permit from, or access agreement with, the District. Further, the City will alert a designated District representative in the event of any Emergency Action that must be performed by either the City or Joliet, or any of their contractors or agents.

4.3 City's Duty to Maintain Existing Parkland. The City, at no cost to the District, shall maintain or cause Joliet to maintain any appurtenances of the Joliet New Water Supply Infrastructure on the surface of the Existing Parkland which may interfere with or negatively impact the ordinary use of the Existing Parkland for sports or public recreational usage. Existing Parkland which is disturbed by any work performed by the City or Joliet or their contractors or agents must be restored to its condition existing immediately prior to the start of the performance of such work.

4.4 Use of the Existing Parkland. The District shall not use the Existing Parkland in a manner that would violate any law or would interfere with Joliet's rights under the Easement. The District shall not alter the grade of the Existing Parkland in a manner so as to interfere with the operation and maintenance of the Joliet New Water Supply Infrastructure or construct or install any buildings, structures or obstructions on the Existing Parkland without the prior written consent of the City and Joliet. The District further covenants not to do or suffer any waste or damage, disfigurement or injury to any improvement on the Existing Parkland, or to fixtures and equipment thereon. All such improvements, fixtures and equipment shall be owned by the District after the restoration of the Existing Parkland by Joliet; except for those fixtures and equipment that are part of the Joliet New Water Supply Infrastructure. The District shall comply in all respects with all applicable laws, ordinances, statutes, orders, rules, regulations, standards, codes, executive orders, and requirements of all federal, state and local laws (collectively, the "Laws") that are in effect from time to time that pertain to or affect the Existing Parkland, the use or manner of use of the Existing Parkland, the District, Easement, or this Lease. Any activities on the Existing Parkland must be limited to use for sports and public recreational usage. No pesticides, herbicides or other chemicals will be used by the District or any agents, contractors or subcontractors under

the control of the District within or adjacent to the Existing Parkland or Joliet New Water Supply Infrastructure. The promotion and operation of public recreational space does not include direct or indirect participation or intervention in political campaigns on behalf of or in opposition to any candidate for public office. The District agrees that in providing programming the District shall not discriminate against any member of the public because of race, creed, religion, color, sexual orientation, or national origin.

4.5 Improvements to Existing Parkland. The District may make improvements to the Existing Parkland but only with the prior written approval of the Commissioner of the Department of Water Management. For any work or improvements the District proposes to perform within twenty-five (25) feet of the Suction Well and appurtenances, excluding regular maintenance duties, the District must obtain prior written consent from Joliet. Any such improvements shall be made in full compliance with any applicable Laws, and shall not impair the condition, maintenance or operation of the Joliet New Water Supply Infrastructure. For the purposes of this Section 4.5, "regular maintenance duties" includes routine maintenance such as mowing, seeding, trash removal, changing light bulbs, and the like; provided, however, if the District intends to perform regular maintenance duties that require use of heavy equipment (other than mowing equipment; any other heavy equipment must be within the maximum weight limits allowed under Section 4.2) on the Existing Parkland or digging more than four (4) inches below existing grade, the District shall notify Chicago and Joliet at least forty-eight (48) hours in advance in order to enable Joliet to be present during such duties to observe if Joliet wishes to do so.

4.6 The Easement. The Existing Parkland shall be subject to the Easement. The Easement shall be subject to this Lease and this Lease shall be subject to the Easement. The City shall provide the District copies of any amendments to the Easement; any such amendments to the Easement affecting the District's rights and obligations hereunder shall be subject to the District's prior written consent, which shall not be unreasonably withheld.

The City and the District each agrees that the Easement will include the following provisions:

- (a) For the purposes of this Lease and the Easement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1) disturbing soils in the Easement Area, (2) bringing in heavy equipment, (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done.

"Emergency Action" means any work that results from unplanned events that require prompt or immediate action to protect the Joliet New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

"Normal Operations" means water system operational and maintenance activities, other than Future Maintenance and Repair that are performed, that are performed in a manner so as not to interfere with the District's routine use and enjoyment of the Easement Area.

- (b) Joliet will use the Easement Area for Normal Operations and no access permit or access agreement will be required by the District.

- (c) If Joliet plans to perform "Future Maintenance and Repair," Joliet must notify the City and the District's Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or the City, and not unreasonably withheld or delayed.
- (d) Joliet must notify the City and the District as soon as practicable of any "Emergency Action." In addition, Joliet must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District's then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or the City, and not unreasonably withheld or delayed. Future Maintenance and Repair will be scheduled to minimize impacts to the District's use, and the public's enjoyment, of the Easement Area.

SECTION 5. ASSIGNMENT, SUBLEASE, AND LIENS

5.1 Assignment and Sublease. The District shall not assign this Lease in whole or in part, or sublet the Existing Parkland or any part thereof, without the prior written consent of the Commissioner of the Department of Water Management. Chicago shall be responsible to notify Joliet of any such assignment or subletting of the Existing Parkland prior to providing written consent therefor. Such notice shall include such information as Chicago deems appropriate. Any assignment or sublease of this Lease shall provide that the assignee or sublessee, as applicable, shall not allow any activities that would materially or detrimentally interfere with the Joliet New Water Supply Infrastructure on the Existing Parkland, the provision of Water by Chicago to Joliet, and Joliet's provision of Water to the Joliet Customers. For purposes of this Section 5.1, "Water" and "Joliet Customers" have the meanings set forth in Article 3 (Definitions) of the Water Supply Agreement.

5.2 District's Covenant against Encumbering Title and Easement. The District shall not do any act which shall in any way encumber the fee simple estate of the City or the Department of Water Management in and to the Existing Parkland, nor shall the interest or estate of the City or the Department of Water Management in the Existing Parkland be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by District any claim to, or lien upon, the leased Existing Parkland arising from any act or omission of District shall accrue only against the District's leasehold estate and shall be subject to and subordinate to the paramount title and rights of the City and the Department of Water Management in and to the Existing Parkland. The District shall not do any act which shall in any way encumber the Easement, nor shall the interest of Joliet in the Easement Area be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by District any claim to, or lien upon, the Easement Area arising from any act or omission of District shall accrue only against the District's leasehold estate and shall be subject to and subordinate to the paramount title and rights of Joliet in and to the Easement Area.

5.3 District's Covenant against Liens. The District shall not permit the Existing Parkland or the Easement to become subject to any mechanic's, laborer's, or materialmen's liens on account of labor or material furnished to the District or claimed to have been furnished to the District. In case of any such lien attaching, the District shall immediately pay and remove such

lien or furnish security or indemnify the City in a manner satisfactory to the City in its sole discretion to protect the City against any defense or expense arising from such lien. Except during any period in which District appeals any judgment or obtains a rehearing of any such lien, or in the event judgment is stayed, the District shall immediately pay any judgment rendered against the District, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If the District fails to pay and remove any lien or contest such lien in accordance herewith, the City, at its election, may pay and satisfy same, and all sums so paid by the City, with interest from the date of payment at the rate set at 12% per annum provided that such rate shall not be deemed usurious by any Federal, State, or Local law.

SECTION 6. INDEMNIFICATION AND INSURANCE

6.1 Indemnification. The District shall indemnify, defend, and hold the City and Joliet harmless against all liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, costs, damages, and expenses (including reasonable attorney's fees, expenses, and court costs), whether such claim is related to or arises from personal injury or property damage which may be expended by or accrue against, be charged to, or be recovered from the City, Joliet or the District by reason of the District's performance of or failure to perform any of the District's obligations under this Lease or the District's negligent acts or failure to act, or resulting from the acts or failure to act of the District's contractors, respective officers, directors, agents, employees, invitees, or permittees, or any liabilities, judgments or settlements that may arise from any access to the Existing Parkland or the Easement Area, or any damage to the Joliet New Water Supply Infrastructure, by the District's invitees, permittees, or any third parties. Nothing in the previous sentence shall be constituted to waive the District's statutory immunities under Illinois law.

6.2 Insurance. As of the Lease Effective Date, the District is self-insured and will provide City, with a copy to Joliet, with a letter executed by an authorized official indicating that the District is self-insured. On an annual basis, the District will provide the City, with a copy to Joliet, evidence of the District's insurance.

SECTION 7. CONFLICT OF INTEREST AND GOVERNMENTAL ETHICS

7.1 Conflict of Interest. No official or employee of the City of Chicago, nor any member of any board, commission or agency of the City of Chicago, shall have any financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago), either direct or indirect, in the Existing Parkland. Nor shall any such official, employee, or member participate in making or in any way attempt to use his/her position to influence any governmental decision or action with respect to this Lease.

7.2 Duty to Comply with Governmental Ethics Ordinance. The City and the District shall comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to section 2-156-120, which states that no payment, gratuity, or offer of employment shall be made in connection with any City of Chicago contract, as an inducement for the award of that contract or order. Any contract or lease negotiated, entered into, or performed in violation of any of the provisions of Chapter 2-156 shall be voidable as to the City.

SECTION 8. HOLDING OVER

8.1 Holding Over. Any holding over by the District shall be construed to be a tenancy from month to month beginning on December 31, 2123 and the rent shall be the same as listed

in Section 3.1 of this Lease. During such holding over all other provisions of this Lease shall remain in full force and effect.

SECTION 9. MISCELLANEOUS

9.1 Notice. All notices, demands and requests which may be or are required to be given, demanded or requested by either party to the other shall be in writing. All notices, demands and requests by the District to the City shall be delivered by national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid addressed to the City as follows:

City of Chicago
Department of Water Management
Attention: Commissioner's Office
1000 East Ohio Street
Chicago, Illinois 60611

With courtesy copies to:

City of Chicago
Department of Finance
Attention: Chief Financial Officer
121 North LaSalle Street, Room 700
Chicago, Illinois 60602

and

City of Chicago
Department of Law
Attention: Real Estate and Land Use Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

and

City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and City Manager

or at such other place as the City may from time to time designate by written notice to District. All notices, demands, and requests by the City to the District shall be delivered by a national overnight courier or shall be sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed to the District as follows:

Chicago Park District
Department of Law
4830 S. Western Ave
Chicago IL 60609
Attention: General Counsel

or at such other place as the District may from time to time designate by written notice to City. Any notice, demand or request which shall be served upon the District by the City, or upon the City by the District, in the manner aforesaid, shall be deemed to be sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be mailed.

9.2 Partial Invalidity. If any covenant, condition, provision, term or agreement of this Lease shall, to any extent, be held invalid or unenforceable, the remaining covenants, conditions, provisions, terms and agreements of this Lease shall not be affected thereby, but each covenant, condition, provision, term or agreement of this Lease shall be valid and in force to the fullest extent permitted by law.

9.3 Governing Law. This Lease shall be construed and be enforceable in accordance with the laws of the State of Illinois.

9.4 Entire Agreement. All preliminary and contemporaneous negotiations are merged into and incorporated in this Lease. This Lease contains the entire agreement between the Parties and shall not be modified or amended in any manner except by an instrument in writing executed by the Parties hereto.

9.5 Captions and Section Numbers. The captions and section numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections of this Lease nor in any way affect this Lease.

9.6 Binding Effect of Lease. The covenants, agreements, and obligations contained in this Lease shall extend to, bind, and inure to the benefit of the Parties hereto and their legal representatives, heirs, successors, and assigns.

9.7 Time is of the Essence. Time is of the essence of this Lease and of each and every provision hereof.

9.8 No Principal/Agent or Partnership Relationship. Nothing contained in this Lease shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the Parties hereto.

9.9 Authorization to Execute Lease. The Parties executing this Lease hereby represent and warrant that they are duly authorized and acting representatives of the City and the District respectively and that by their execution of this Lease, it became the binding obligation of City and District respectively, without any contingencies or conditions except as specifically provided herein.

9.10 Termination of Lease. The City and the District shall have the right to terminate this Lease without penalty and for any, or no, reason by providing each other with one-hundred eighty (180) days prior written notice at any time after the Commencement Date.

9.11 Force Majeure. When a period of time is provided in this Lease for either party to do or perform any act or thing, the party shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, wars, acts of terrorism, and other causes beyond the reasonable control of the party, and in any such event the time period shall be extended for the amount of time the party is so delayed.

9.12 Default. The District must adhere to all provisions of this Lease. Failure of District to adhere to all provisions of this Lease will result in default. In the event of such default, the City will notify the District in writing as to the circumstances giving rise to such default. Upon written receipt of such notice, the District must cure such default within sixty (60) days. If the District does not cure such default within sixty (60) days, then, following the sixty (60) day cure period, the City may cancel this Lease with sixty (60) days written notice.

9.13 District Representations. The District represents as follows:

(a) The District shall comply with all applicable Laws that are in effect from time to time that pertain to or affect the Existing Parkland, the District, Easement, or this Lease. Upon the City's request, the District shall provide evidence satisfactory to the City of such compliance.

(b) The District agrees that provisions required to be inserted in this Lease by any Laws, are deemed inserted whether or not they appear in this Lease and that in no event will the failure to insert such provisions prevent the enforcement of this Lease.

(c) Signing, delivery and performance by the District of this Lease does not violate its resolutions, including but not limited to the District resolution, 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 the District is party or by which it is bound.

(d) There are no actions or proceedings by or before any court, governmental commission, board, bureau or any other administrative agency pending, threatened or affecting the District that would materially impair its ability to perform under this Lease.

9.14 Amendments. From time to time, the Parties hereto may administratively amend this Lease with respect to any provisions reasonably related to the District's use of the Existing Parkland and/or the City's administration of this Lease. Provided, however, that such Amendment(s) shall not serve to extend the Lease Term hereof nor serve to otherwise materially alter the essential provisions contained herein. Such Amendment(s) shall be in writing, shall establish the factual background necessitating such alteration, shall set forth the terms and conditions of such modification, and shall be duly executed by both the City and the District. Such Amendment(s) shall only take effect upon execution by both parties. Upon execution, such Amendment(s) shall become a part of this Lease and all other provisions of this Lease shall otherwise remain in full force and effect.

9.15 No Personal Liability. No elected or appointed official or member or employee or agent of the City or the District shall be individually or personally liable in connection with this Lease because of their execution or attempted execution or because of any breach hereof. This limitation on liability survives any termination or expiration of this Lease.

9.16 No Construction against Preparer. This Lease shall not be interpreted in favor of either the City or the District. The City and the District acknowledge that both parties participated fully in the mutual drafting of this Lease.

SECTION 10. ADDITIONAL RESPONSIBILITIES OF DISTRICT

10.1 Satisfaction with Condition. The District has inspected the Existing Parkland and all related areas and grounds and the District is satisfied with the physical condition thereof. The

District agrees to accept the Existing Parkland in its "as is," "where is" and "with all faults." The District acknowledges that the adjoining property to the east is owned by the City's Department of Water Management and that this property is used as an active water pumping station and, furthermore, that the City has also granted Joliet permanent easements on and under such adjoining property for the Chicago New Water Supply Infrastructure and an additional portion of Joliet New Water Supply Infrastructure.

10.2 Custodial Services. Except during such timeframes as may be identified from time to time in writing by the City to the District that custodial services will be performed by Joliet or its contractor, the District, at its expense, shall provide custodial services to the Existing Parkland, which shall be construed as maintaining the landscaping and removal of debris and materials placed on the Existing Parkland. The District, at its sole cost and expense, shall provide its own scavenger service when necessary. The District acknowledges that the City and Joliet shall have no scavenger service responsibilities.

10.3 Maintenance. The District shall provide, at the District's expense, any and all service for maintenance, repair, and upkeep of the Existing Parkland. The District acknowledges that the City and Joliet shall not have any maintenance obligations with respect to the Existing Parkland, provided, however, that Joliet shall maintain the Joliet New Water Supply Infrastructure on the Existing Parkland.

10.4 Security. The District acknowledges that the City has no security obligations with respect to the Existing Parkland, aside from ordinary Chicago Police Department jurisdiction. The District shall be responsible for securing the Existing Parkland and will provide for security when necessary in the District's opinion.

10.5 Snow Removal. The District shall provide and pay for removal of snow and ice from sidewalks which immediately abut the Existing Parkland. The District acknowledges that the City and Joliet shall have no snow or ice removal responsibilities.

10.6 Park Drainage System. The District shall own, operate and maintain the drainage system to be installed by Joliet to provide stormwater drainage under Durkin Park, including the Existing Parkland, in place of the existing drainage structures that are removed for placement of the Joliet New Water Supply Infrastructure on the Existing Parkland; provided, however, that the District shall not own, operate or maintain the underdrain system of the Joliet New Water Supply Infrastructure on the Existing Parkland (which underdrain system is completely separate from the drainage system). The drainage system and the underdrain system, which are to be designed and installed by Joliet, shall be warranted by Joliet for the duration of this Lease against any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by Joliet or their contractors that would cause the drainage system or the underdrain system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Existing Parkland that were not disturbed by Joliet, shall not be the responsibility of Joliet.

10.7 Repairs for District Negligence, Vandalism, or Misuse. The District shall assume all responsibility for any repairs to any portion of the Existing Parkland necessitated by the negligence, vandalism, misuse, or other acts on any portion of the Existing Parkland by the District's employees, clients, invitees, agents, contractors, permittees, or third parties.

10.8 Programming. All permitted programming shall be supervised by the District employees or District contractors. Such programming may include, but is not limited to, the use of the Existing Parkland by public high schools, soccer leagues, summer sport camps, and similar privately run programs. Any revenues realized by the District from the use of the Existing Parkland for such programs shall be devoted solely to covering the District's operational costs.

10.9 Hazardous Materials. The District shall keep out of Existing Parkland materials which cause a fire hazard or safety hazard and will comply with reasonable requirements of the City's fire insurance carrier, if applicable.

10.10 Full Responsibility. The District assumes full responsibility and all liability for all activities and events on the Existing Parkland undertaken by or through the District's staff, agents, invitees, or permittees.

10.11 No Substitute for Required Permitting. For any activity which the District desires to conduct on the Existing Parkland and for which a City license or permit is required, said license or permit must be obtained by the District prior to using the Existing Parkland for such activity. The City must be notified of any such license or permit. Failure to obtain a required license or permit shall constitute a breach of the terms of this Lease. The District understands that this Lease shall not act as a substitute for any other permitting or approvals that may be required to undertake activities on the Existing Parkland.

10.12 Condition upon Termination. Upon termination of this Lease in the event that the City and the District are unable to renew or extend this Lease, the District shall surrender the Existing Parkland to the City in a comparable condition to the condition of the Existing Parkland at the beginning of the District's occupancy, with normal wear and tear taken into consideration.

10.13 Trade Fixtures. Upon the termination of this Lease in the event that the City and the District are unable to renew or extend this Lease, at the City's direction the District shall remove or demolish the District's property, equipment, and trade fixtures from the Existing Parkland. Provided, however, that the District shall repair any injury or damage to the Existing Parkland which may result from such removal or demolition. If the District does not remove the District's property, equipment, and trade fixtures and all other items of property from the Existing Parkland upon termination and at the City's direction, the City may, at its option, remove the same and deliver them to any other place of business of the District or warehouse the same. In such event, the District shall pay to the City the cost of removal, including the repair for such removal, delivery and warehousing. In the alternative, the City may treat such property as being conveyed to the City with this Lease acting as a bill of sale, without further payment or credit by the City to the District.

10.14 No Other Rights; Third Party Beneficiary. This Lease does not give the District any other right with respect to the Existing Parkland. Any rights not specifically granted to the District by and through this Lease are reserved exclusively to the City. Execution of this Lease does not obligate the City to undertake any additional duties or services. Joliet is and during the Term of this Lease shall be a third-party beneficiary of this Lease.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

In Witness Whereof, the parties have executed this Lease as of the day and year first above written.

City of Chicago,
an Illinois municipal corporation and
home rule unit of government

By: Department of Water Management

By: _____
Commissioner

Approved as to form and legality

By: Department of Law

By: _____
Senior Counsel

Chicago Park District,
a body politic and corporate and unit
of local government.

Chicago Park District

By: _____
General Superintendent

Approved as to legal form

By: _____
General Counsel

[(Sub)Exhibits "C" and "E" referred to in this Lease on file with
Chicago Department of Water Management.]

(Sub)Exhibits "A", "B" and "D" referred to in this Lease read as follows:

*(Sub)Exhibit "A".
(To Lease)*

Description And Depiction Of Existing Parkland.

That part of Blocks 37 and 38 of Frederick H. Bartlett's City of Chicago Subdivision, according to the plat thereof recorded January 19, 1925 as Document Number 8743507, also that part of vacated South Tripp Avenue, vacated South Keeler Avenue, and also that part of the vacated alleys lying within said Blocks 37 and 38, in Cook County, Illinois, described as follows: beginning at the intersection of the centerline of vacated South Keeler Avenue and the north line of West 85th Street; thence south 88 degrees, 16 minutes, 57 seconds west along said north line, 350.00 feet; thence north 01 degree, 50 minutes, 35 seconds west, 250.00 feet; thence north 88 degrees, 16 minutes, 57 seconds east, 350.00 feet to the centerline of said vacated South Keeler Avenue; thence south 01 degree, 50 minutes, 35 seconds east along said centerline, 250.00 feet to the point of beginning.

(Sub)Exhibit "B".
(To Lease)

Intergovernmental Agreement (Including First Amendment).

This Intergovernmental Agreement ("Agreement") is made and entered into on or as of the 30th day of July, 2021, by and between the Chicago Park District, an Illinois body politic and corporate (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Water Management ("DWM").

RECITALS

WHEREAS, the City has entered into that certain "Preliminary Agreement with Respect to an Anticipated Water Supply Agreement between the City of Chicago and the City of Joliet" dated March 17, 2021 (the "Preliminary Agreement"), pursuant to which the City has agreed to provide to the City of Joliet ("Joliet," which also includes, as applicable, any regional water commission or similar body which may succeed Joliet with respect to the Preliminary Agreement and water supply) the necessary easements, access rights and other necessary property interests on land the City owns, and on land the City will acquire from the Park District, to enable Joliet to construct the Project Elements (as described in the Preliminary Agreement) and coordinate discussions and negotiations with the Park District to obtain and enter into the agreements necessary for implementation of the Water Supply Agreement (as defined in the Preliminary Agreement); and

WHEREAS, the City desires to acquire an approximately 87,500 square foot portion of the Park District's Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652 as described and depicted on Exhibit A attached hereto (the "Existing Parkland") for use in support of the City's water system, specifically for the construction and operation of subsurface and surface facilities as part of the Project Elements necessary for the supply of water to Joliet (the "Project," as generally depicted on Exhibit B attached hereto); and

WHEREAS, the Park District wishes to convey the Existing Parkland to the City for the aforesaid purpose; and

WHEREAS, subject to the approval of the City Council of the City (the "City Council"), the City shall grant to Joliet a permanent easement under, in, and upon the Existing Parkland to facilitate the Project (the "Permanent Easement") and consistent with the Preliminary Agreement, pursuant to an easement agreement to be entered into between the City and Joliet (the "Permanent Easement Agreement"); and

WHEREAS, as part of the Project, the City will require Joliet to restore, at its sole cost and expense, the surface of the Existing Parkland and construct a new athletic field and support facilities thereon (currently anticipated to be a junior-sized soccer field with accompanying necessary improvements), based on a combination of consideration of community input and the Park District's specifications, and with additional details regarding the replacement improvements to be negotiated among the City, the Park District and Joliet and included in the Lease (defined below), the Permanent Easement Agreement and/or the Water Supply Agreement; and

WHEREAS, subject to the approval of the City Council, the City shall lease the Existing Parkland to the Park District pursuant to a lease or leases to be entered into between the City and the Park District (collectively, the "Lease"), with the Lease term having two parts: (1) commencing on the Closing Date and ending or pausing upon commencement of construction of the Project by Joliet and having a break in Park District use and occupancy of the Existing Parkland during the construction period; and (2) re-commencing when the Project is completed

on the Existing Parkland and Durkin Park by Joliet; in addition, the Lease shall not allow any activities that would interfere with the Suction Well (as defined in the Preliminary Agreement) on the Existing Parkland, the provision of water by the City to Joliet, and Joliet's provision of water to the Joliet Customers (as defined in the Preliminary Agreement); and

WHEREAS, the Park District's rights under the Lease shall be subject to Joliet's rights under the Permanent Easement Agreement (such that Joliet shall be a third party beneficiary of the Lease), and Joliet's rights under the Permanent Easement Agreement shall be subject to the Park District's rights under the Lease (such that the Park District shall be a third party beneficiary of the Permanent Easement Agreement); and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.* (the "Act"), authorizes and provides for municipalities (as defined in the Act) to convey, grant or transfer real estate held by the municipality to any other municipality upon the agreement of the corporate authorities governing the respective parties; and

WHEREAS, by ordinance adopted by the City Council on July 21, 2021, the City authorized the execution of this Agreement by the commissioner of the Department of Water Management ("Commissioner"), or any Commissioner designee, and the City's performance of its obligations hereunder; and

WHEREAS, by resolution adopted on July 16, 2021, the Board of Commissioners of the Park District authorized the execution of this Agreement by the Park District's General Superintendent, the Park District's performance of its obligations hereunder and the conveyance of the Existing Parkland by quitclaim deed;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows:

1. Recitals. The foregoing recitals are incorporated in and made a part of this Agreement by this reference.

2. Transfer of Existing Parkland to the City; Reversion. The Park District agrees to convey by quitclaim deed ("Deed"), and the City agrees to accept, all of the Park District's right, title and interest in the Existing Parkland on the Closing Date as defined in Section 4 hereof and subject to the terms of this Agreement. The City agrees to accept the Existing Parkland in its "as is" condition and subject to a reversionary clause, providing that the Existing Parkland is subject to reversion to the Park District in the event that Joliet elects, pursuant to Section 4.4 of the Preliminary Agreement or the Water Supply Agreement (as defined in the Preliminary Agreement), not to construct a portion of the Project on the Existing Parkland or to otherwise use the Existing Parkland for water supply purposes; and such reversion to the Park District will be in the Existing Parkland's then-existing "as is" condition (unless required otherwise

in the Permanent Easement Agreement, specifically but not by way of limitation to restore any pre-existing athletic uses) and subject, however, to Joliet's environmental remediation and indemnification obligations, if any, under the Permanent Easement Agreement. If the Preliminary Agreement or Water Supply Agreement (as defined in the Preliminary Agreement) is terminated prior to the date on which the Park District commences the use and enjoyment of the Existing Parkland under the Lease after construction of the Project and related restoration, then the City may terminate this Agreement and the Park District shall purchase the Existing Parkland back from the City for one dollar.

3. No Obligation to Provide Title and Survey; No Warranties; Obligation to Provide Joliet Access and Temporary Easements.

(a) No Title and Survey. The Park District shall have no obligation to provide a survey of the Existing Parkland, or title insurance. The City acknowledges and agrees that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the Park District or anyone acting or claiming to act on behalf of the Park District in acquiring the Existing Parkland.

(b) No Warranties. The City hereby expressly disclaims any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the Existing Parkland or any improvements thereon.

(c) Joliet Access. Notwithstanding the foregoing, the Park District agrees to cooperate with the City and Joliet in providing other available documentation and information with respect to the Existing Parkland and Durkin Park and, subject to submission to the Park District by Joliet of the Park District's customary submission requirements for such approval processes, providing all necessary temporary rights of entry and other access to Joliet as Joliet requires in order to do the necessary inspections, examinations and testing, including without limitation environmental and geotechnical assessments, of the Existing Parkland and Durkin Park in connection with determining whether the Existing Parkland and Durkin Park are an appropriate location for the Project.

(d) Joliet Temporary Easements. The Park District agrees to cooperate with the City in providing temporary easements for construction to Joliet for the purpose of Joliet's construction of the Project as well as restoration, which areas include, without limitation, the following, which are referred to collectively as the "Temporary Easements": (1) the parcel west of the Existing Parkland, which is labeled on Exhibit B as "1.0 Acre Construction Easement" ("Primary Construction Easement"), and (2) any areas adjacent to and north of the Existing Parkland and Primary Construction Easement required to transition the grade from those areas to the grade level of the remainder of Durkin Park.

4. Closing Date. The closing date for transfer of title to the Existing Parkland ("Closing Date") will occur on a date mutually acceptable to the parties hereto, and on a date that will not impair or impede progress on the Project, and in no event later than December 31, 2022. The Permanent Easement Agreement, the agreement(s) for Temporary Easements and the Lease shall be approved and executed concurrently with the Closing Date.

5. Delivery of Possession. Possession of the Existing Parkland shall be delivered on the Closing Date.

6. Park District's Continuing Right to Use Prior to Closing Date. From the date hereof through the Closing Date, subject to the terms and conditions of this Agreement, the Park District shall have the right to continue to use the Existing Parkland for its existing purposes, which purposes shall in no way increase the difficulty of or burden on Joliet's Project. The City shall provide the Park District with at least fourteen (14) days' notice of any scheduled plan for Joliet to use the Existing Parkland prior to the Closing Date, in order to minimize disruption to any previously scheduled community activities on the Existing Parkland. The Park District shall not enter into any agreements for the sale, development, improvement or use of the Existing Parkland or Durkin Park without the prior written consent of the City, which shall be in the City's sole discretion and consistent with the Preliminary Agreement. The foregoing prohibition shall exclude only improvement and use agreements entered into by the Park District in the ordinary course of business and necessary to the continued use and operation of the Existing Parkland for its existing purposes but which shall in no way increase the difficulty of or burden on Joliet's Project. Prior to the Closing Date, the Park District shall maintain the Existing Parkland in good condition and repair, in a manner consistent with all other similarly situated Park District properties.

7. Land Approvals. The Park District shall have no obligation to obtain any zoning or other land use approvals that may be required for the Project; provided, however, the Park District agrees to cooperate with the City and Joliet to the extent necessary to obtain such approvals.

8. Environmental Condition.

(a) The City acknowledges and agrees that the Park District has made no representations concerning the presence or absence of Hazardous Substances (as defined below) on the Existing Parkland or any property adjacent thereto and that the Park District has made no representations concerning the existence or non-existence of any violation, past or present, of Environmental Laws (as defined below) affecting the Existing Parkland. The City hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the Park District which it may have now or in the future for damages, payments, costs, or expenses (including, without limitation, claims of contribution or indemnity and any expenses of investigation of the condition of the Existing Parkland, regardless of the results of such investigation) suffered by the City as a result of the presence or possible presence of any Hazardous Substances on or near the Existing Parkland or the violation, at any time in the past, present, or future, of any Environmental Laws affecting the Existing Parkland. This waiver shall survive the Closing Date.

(b) As used in this Agreement, the following terms shall have the following meanings:

"Environmental Laws" means any and all Laws relating to the regulation and protection of human health, safety, the environment and natural resources now or hereafter in effect, as amended or supplemented from time to time, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101 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 Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., any and all regulations promulgated under such Laws, and all analogous state and local counterparts or equivalents of such Laws, including, without limitation, the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq., and the common law, including, without limitation, trespass and nuisance.

"Hazardous Substances" means any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, petroleum (including crude oil or any fraction thereof), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

"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.

9. Permanent and Temporary Easements and Other Park Properties; Payments.

(a) Restoration on Permanent Easement. After completion of construction of the Project on the Existing Parkland, the City will require Joliet to restore the Existing Parkland and construct the athletic field and facilities as are generally described in the Fifth Whereas Clause of this Agreement.

(b) Replacement Facilities on Other Park Properties. The City acknowledges that the Park District's use of the southern portion of Durkin Park (including both the Existing Parkland and the adjacent portion of Durkin Park that will be required for the Primary Construction Easement as shown on Exhibit B) will be disrupted during the construction of the Project on Durkin Park. The City and Joliet will negotiate an agreement pursuant to which Joliet will, on the Closing Date, pay an amount, subject to negotiation, which the Park District will use to construct improvements at other Park District locations in the area (which may include other portions of Durkin Park not subject to the Permanent Easement or Temporary Easements) to accommodate increased demand due to the unavailability of the Existing Parkland and the Temporary Easements. The funds for said improvements: (i) shall be provided so long as the City grants the Permanent Easement to Joliet and the Park District grants the Temporary Easements required for the Project to Joliet, and (ii) shall be in the amount negotiated between the City and the Park District. Additional details regarding the replacement improvements will be negotiated among the City, the Park District and Joliet and included in the Lease, the Permanent Easement Agreement, agreement(s) for Temporary Easements and/or the Water Supply Agreement.

(c) Permanent Easement. . The City shall grant to the Park District some or all of any compensation received from Joliet for the use of the Permanent Easement.

10. Warranties and Representations. In connection with the execution of this Agreement, the City and Park District each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

11. Non-liability of Public Officials. No official, employee or agent of the City or the Park District shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of the City's or Park District's execution or any breach hereof.

12. Entire Agreement. This Agreement, and the exhibits attached hereto and incorporated herein, shall constitute the entire Agreement between the parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this Agreement, or that induced any party to enter into this Agreement or on which reliance is placed by any party, except as specifically set forth in this Agreement.

13. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the City, the Park District and their respective successors and assigns.

14. Counterparts. This Agreement is comprised of two or more identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

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

16. Authority. The conveyance and acceptance of the Existing Parkland is authorized under the Local Government Property Transfer Act.

17. Amendments. No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by authorized officers of the City and Park District or their respective successors and/or assigns.

18. Severability. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentence clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

19. Interpretation. Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

20. Cooperation. The City and Park District agree at all times to cooperate fully with one another in the implementation of this Agreement.

21. Assignment. Neither the City nor the Park District shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

22. Force Majeure. Neither the City nor Park District shall be obligated to perform any of their obligations hereunder if prevented from doing so by reasons outside of their reasonable control, including but not limited to, events of force majeure.

23. Time of Essence. Time is of the essence in this Agreement.

24. Waiver. The failure by either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

25. Notices. All notices and communications concerning this Agreement shall be sent as follows:

If to the Park District:

Chicago Park District
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Superintendent

With a copy to:

Chicago Park District
Office of the General Counsel
541 North Fairbanks
Chicago, Illinois 60611
Attn: General Counsel

If to the City:

City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
Real Estate and Land Use Division
121 N. LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by

personal service, upon delivery, (b) if sent by overnight courier, effective on the business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner provided in this section.

26. Termination. This Agreement shall commence as of the date of execution and, except as expressly provided herein, shall terminate on the Closing Date, upon which any contractual responsibilities to the other party shall terminate (except for those which expressly survive termination).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: Andrea R.H. Cheng
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST:

By: _____
Kantrice Ogletree
Secretary

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

Michael P. Kelly
By: _____
Michael P. Kelly
General Superintendent and CEO

ATTEST:

SARAH
By: _____
Sarah Gelder
Secretary

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement
printed on page 1730 of this *Journal*.]

(Sub)Exhibit "A" and First Amendment to Intergovernmental Agreement read as follows:

(Sub)Exhibit "A".
(To Intergovernmental Agreement)

Legal Description And Depiction Of Existing Parkland.

The Existing Parkland consists of approximately two acres in the southeast corner of Durkin Park (measuring approximately 250 feet north/south by 350 feet east/west), which Park is described as Parcels 1 and 2 in the attached.

[Attachment referred to in this Legal Description
printed on page 1729 of this *Journal*.]

Attachment.
(To Legal Description And Depiction Of Existing Parkland)



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A (continued)

File Number: 41057971

EXHIBIT "A"

PARCEL 1: LOTS 1, 2, 3, 4, 5, 6, 7 AND 8 TOGETHER WITH THE WEST 1/2 OF VACATED TRIPP AVENUE LYING ADJACENT TO SAID LOTS 1, 2, 3, 4 AND 5, AND TOGETHER WITH THE EAST 1/2 OF VACATED KILDARE AVENUE LYING ADJACENT TO SAID LOTS 6, 7 AND 8, ALL IN BLOCK 37 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 37, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

PARCEL 2: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 TOGETHER WITH THE EAST 1/2 OF VACATED TRIPP AVENUE LYING ADJACENT TO SAID LOTS 1, 2, 3, 4 AND 5, AND TOGETHER WITH THE WEST 1/2 OF VACATED KEELER AVENUE LYING ADJACENT TO SAID LOTS 6, 7, 8, 9 AND 10, ALL IN BLOCK 38 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 38, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

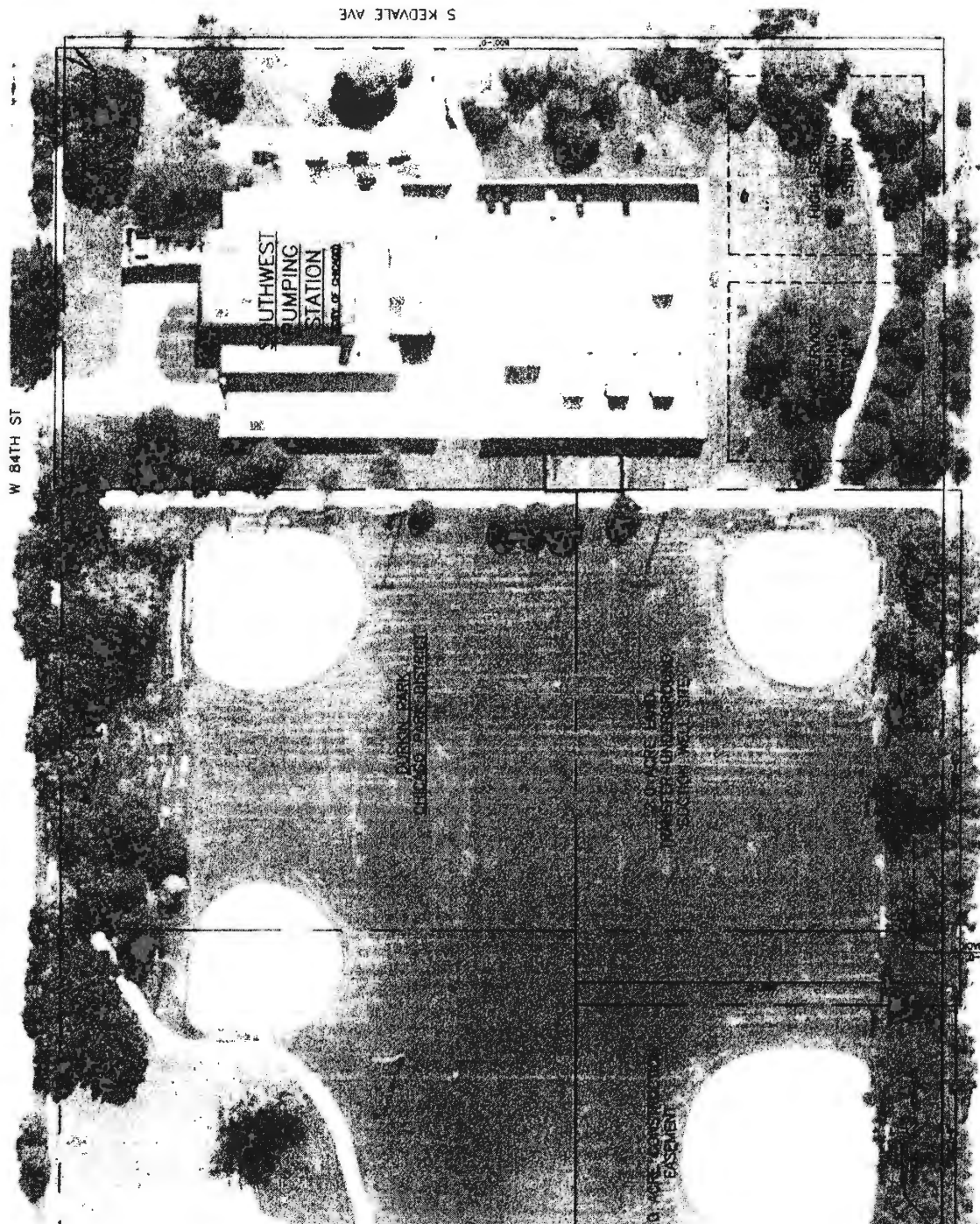
PARCEL 3: LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 AND 10 TOGETHER WITH THE EAST 1/2 OF VACATED KEELER AVENUE LYING ADJACENT TO SAID LOTS 6, 7, 8, 9 AND 10, ALL IN BLOCK 39 INCLUDING THE VACATED ALLEY RUNNING NORTH AND SOUTH IN SAID BLOCK 39, IN FREDERICK H. BARTLETT'S CITY OF CHICAGO SUBDIVISION OF LOTS 2 AND 3 IN ASSESSOR'S SUBDIVISION OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF THE EAST 189 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 34 AS LIES IN SAID LOT 3 AND EXCEPT RAILROAD), IN THE CITY OF CHICAGO, COUNTY OF COOK, AND STATE OF ILLINOIS.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I - Requirements, and Schedule B, Part II - Exceptions.

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(Sub)Exhibit "B".
(To Intergovernmental Agreement)

Depiction Of The Project.



First Amendment To Intergovernmental Agreement.

This First Amendment to Intergovernmental Agreement ("First Amendment") is made and entered into on or as of December 31, 2022, by and between the Chicago Park District, an Illinois body politic and corporate (the "Park District"), and the City of Chicago, an Illinois municipal corporation and home rule unit of government (the "City"), acting by and through its Department of Water Management ("DWM"). Capitalized terms set forth in this First Amendment have the meaning set forth in the Intergovernmental Agreement (as defined below), unless otherwise defined herein.

RECITALS

WHEREAS, the City and the Park District have previously entered into that certain Intergovernmental Agreement, dated on or as of July 30, 2021 ("Intergovernmental Agreement"), relating to the City's acquisition of approximately 87,500 square foot portion of the Park District's Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, as described and depicted on Exhibit A of the Intergovernmental Agreement (the "Existing Parkland") for use in support of the City's water system, specifically for the construction and operation of subsurface and surface facilities as part of the Project Elements necessary for the supply of water to Joliet (the "Project," as generally depicted on Exhibit B of the Intergovernmental Agreement); and

WHEREAS, the Park District and the City desire to extend the outside Closing Date for transfer of title to the Existing Parkland set forth in Section 4 of the Intergovernmental Agreement, from December 31, 2022 to July 31, 2023; and

WHEREAS, the Park District and the City had anticipated that the City would require Joliet to restore, at its sole cost and expense, the surface of the Existing Parkland and construct a new athletic field and support facilities thereon, which as of the Effective Date of the Intergovernmental Agreement was anticipated to be a junior-sized soccer field with accompanying necessary improvements, based on a combination of consideration of community input and the Park District's specifications, and with additional details regarding the replacement improvements to be negotiated among the City, the Park District and Joliet and included in the Lease, the Permanent Easement Agreement and/or the Water Supply Agreement; and

WHEREAS, the Park District and the City now anticipate that as part of Joliet's improvements to the Existing Parkland, instead of a junior-sized soccer field with accompanying necessary improvements, Joliet will develop a natural grass recreation space;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and for the purpose of intergovernmental cooperation, the parties agree as follows:

1. Section 4 (Closing Date) of the Intergovernmental Agreement is amended and restated to read as follows:

"The closing date for transfer of title to the Existing Parkland ("Closing Date") will occur on a date mutually acceptable to the parties hereto, and on a date that will not impair or impede progress on the Project, and in no event later than July 31, 2023. The Permanent Easement Agreement, the agreement(s) for Temporary Easements and the Lease shall be approved and executed concurrently with the Closing Date."

2. Except as amended hereby, the Intergovernmental Agreement shall continue in full force and effect as the binding obligations of the City and Park District.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By: Andrea R.H. Cheng
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Rosa Escareno
General Superintendent and CEO

ATTEST:

By: _____
Sarah Gelder
Secretary

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day and year first above written.

CITY OF CHICAGO, a municipal corporation
and home rule unit of government,

By _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CHICAGO PARK DISTRICT, an Illinois body politic and corporate

By: _____
Rosa Escareño
General Superintendent and CEO

ATTEST

By: _____
Sarah Gelder
Secretary

*(Sub)Exhibit "D".
(To Lease)*

Easement Agreement For Durkin Park.

This Easement Agreement ("Agreement") is entered into as of this ____ day of _____, 2023 ("Effective Date"), by and between the City of Chicago, an Illinois municipal corporation and home rule unit of government ("Chicago"), by and through its Department of Water Management (including any successor department thereto, "DWM"), and the City of Joliet, an Illinois municipal corporation and home rule unit of government ("Joliet"). Chicago and Joliet are sometimes referred to herein jointly as the "Parties" or individually as a "Party." This Agreement has been authorized by an ordinance adopted by the City Council of the City of Chicago ("Chicago City Council") on April 19, 2023, and by an ordinance adopted by the City Council of the City of Joliet ("Joliet City Council") on April 18, 2023.

RECITALS

WHEREAS, Chicago is the owner of the approximately 87,500 square feet of land legally described on Exhibit 1 attached hereto and depicted on the plat of easement (the "Plat") attached hereto as Exhibit 2 (such described and depicted land, the "Easement Area"), which is a portion of Durkin Park located at 8445 South Kolin Avenue, Chicago, Illinois 60652, the remainder of which park is owned by the Chicago Park District (the "District"); and

WHEREAS, the Easement Area is directly adjacent on the west to Chicago-owned property located at 8422 South Kedvale Avenue a/k/a 8405 S. Keeler Avenue, Chicago, Illinois 60652 (PIN 19-34-412-011-0000), which is the site of DWM's Southwest Pumping Station (the "Station"); and

WHEREAS, pursuant to an Intergovernmental Agreement dated July 30, 2021 (the "IGA") by and between the District and Chicago, the District has previously conveyed, via quitclaim deed (the "District Deed"), the Easement Area to Chicago for the construction and operation of that certain suction well to be installed as an underground tank in the Easement Area and including all underground and above-ground structures and appurtenances necessary for the operation and maintenance of said suction well, which will be used to supply water to Joliet and any regional commission or similar body which may succeed Joliet with respect to such water supply (collectively, the "Suction Well"), all as depicted in Exhibit 3 attached hereto; and

WHEREAS, Chicago and the District have entered into a lease dated concurrently herewith ("Lease"), which Lease or a memorandum thereof may be recorded with the Office of the Cook County Clerk, pursuant to which the District will use the Easement Area for normal active and passive sports and public recreational use as part of the larger Durkin Park; and

WHEREAS, Joliet shall use the Easement Area for the construction, operation, maintenance and repair of the Suction Well as well as for an access road serving the Southwest Pumping Station Site located on the vacated Keeler Avenue portion of the Easement Area, and for construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure (collectively, the "Permitted Use") pursuant to this Agreement and that certain water supply agreement with Chicago dated May 1, 2023 (the "Water Supply Agreement"). Capitalized terms not defined in this Agreement shall have the meanings set forth in the Water Supply Agreement; and

WHEREAS, pursuant to the Water Supply Agreement, not later than (a) the end of the period of contractor use described in Exhibit 4 of two (2) years and six (6) months, unless amended pursuant to Exhibit 4, and (b) the completion of construction of the Suction Well and construction activities during the initial construction of the remaining portion of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, Joliet shall at its sole cost and expense restore the surface (i.e., at grade) of the Easement Area (the "Surface Easement Area") as a natural grass turf surface or any other improvement on the Durkin Site, the Durkin Temporary Construction Easement Area (which is defined in the Water Supply Agreement as "that certain designated land area, the temporary use of which CPD grants to Joliet pursuant to the Durkin Temporary Construction Easement Agreement") or both, mutually agreed upon up to Nine Hundred Thousand Dollars (\$900,000) construction value in 2020 dollars, for normal active and passive sports and public recreational usage. Upon acceptance of this restoration of this Surface Easement Area by Chicago with concurrence of the District, the District's use of the Easement Area for normal active and passive sports and public recreational usage shall no longer be suspended and shall continue pursuant to the Lease, and Joliet shall have the right to use the Surface Easement Area for the Permitted Use and the Permitted Use shall be performed on those areas on which are located the above-ground structures and appurtenances necessary for the operation and maintenance of the Suction Well and other areas as necessary for the Permitted Use from time to time;

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above 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.

2. Grant of Easement. Subject to the terms and conditions of this Agreement, Chicago hereby grants to Joliet an exclusive easement ("Easement") on and under the Easement Area for the Permitted Use, which Joliet shall undertake at Joliet's sole cost and expense.

3. Terms. The following terms and conditions apply to the Easement:

(a) The Easement is an easement appurtenant in favor of Joliet.

(b) The Easement granted under this Agreement commences on the Effective Date hereof and thereafter is coterminous with the Water Supply Agreement. The "Term" of this Agreement shall be the date on which the Agreement commences through the date on which it expires, unless terminated earlier in accordance with its terms. If disposition of the Suction Well is required following the termination of the Water Supply Agreement, then the termination date of this Agreement shall be extended by mutual agreement of the Parties for the purpose of performing such disposition as required by Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

(c) Joliet represents and warrants to Chicago that its contractors are and shall be licensed, as applicable, to perform the Permitted Use.

(d) Compensation. Within thirty (30) days after the Effective Date of this Agreement, Joliet will pay to Chicago the dollar amounts set forth in Exhibit 4 attached hereto, which represents the Parties' determination of the value of the Easement.

4. Joliet's Obligations.

(a) Prior to the commencement of construction or of any alterations to the Easement Area, Joliet shall provide proposed plans and specifications to Chicago for design review as provided in Articles 8 and 15, as applicable, of the Water Supply Agreement. As provided in Articles 8 and 15 thereof, any such alterations shall be designed and constructed in compliance with all applicable Laws in effect at the time. For purposes of this Agreement, "Law" means any order, writ, injunction, decree, judgment, law, ordinance, decision, principle of common law, opinion, ruling, policy, statute, code, rule, or regulation of any Governmental Authority. "Governmental Authority" means any court, federal, state, or local government, department, commission, board, bureau, agency or other regulatory, administrative, governmental or quasi-governmental authority. Chicago may, at its discretion, involve the District in Chicago's design review of proposed plans and specifications for proposed work on the Easement Area and other land owned by the District.

(b) Joliet shall be responsible for obtaining approvals of, and paying at its sole cost and expense for, any and all removals, relocations, alterations, additional maintenance and restorations of or to any utility or public service structures or any other structures, located in, adjacent to, or in close proximity to, the Easement Area which are owned by Chicago, the District, or any third-party utility or entity, including, but not limited to, the Station, including the Station site and the Station's appurtenances, pavements, bridges, poles and other infrastructure and utilities, which are or may be necessary or appropriate to facilitate work by Joliet or its contractors or its agents related to the Suction Well. Joliet shall be responsible for obtaining the consent of and making suitable arrangements with all applicable entities owning or having an interest in such structures, including any department of Chicago.

(c) Joliet, at its sole cost and expense, shall secure all necessary permits and approvals for the Permitted Use, and provide all legally required public notices, if any, for the Permitted Use in accordance with the requirements of the Water Supply Agreement.

(d) Disposal Obligations. Joliet shall be responsible for the proper removal, transportation and disposal of all hazardous substances as defined in 415 ILCS 5/3.215, waste as defined in 415 ILCS 5/1 *et seq.* (including but not limited to 415 ILCS 5/3.535), contaminants as defined in 415 ILCS 5/3.165, as amended from time to time, and any "Other Regulated Material" as defined in Sections 4(d)(i) to (iii), that is encountered as part of or resulting from its use of the Easement Area.

Unless sufficient testing is performed to determine compliance with Illinois Environmental Protection Agency's ("IEPA") Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Resource Conservation and Recovery Act ("RCRA") Subtitle D landfill. If soil or CCDD must be removed from the Easement Area, it must be disposed of at a properly permitted landfill with prior approval from the Chicago Department of Assets, Information and Services, or any successor department thereto ("AIS"). No soil or materials generated from the Easement Area can be disposed as "uncontaminated soil" using an IEPA LPC-662 Source Site Certification, unless approved by AIS, with such approval not to be unreasonably withheld, conditioned, or delayed. All soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used.

Joliet must obtain written approval from AIS of all reuse, recycling and disposal locations before any Hazardous Substances, Waste, Contaminants or Other Regulated Material, each as defined in the first paragraph of this Section 4(d) may be sent to such locations. If soil is sent to a location that is not approved by AIS, Joliet must retrieve the materials and take it to an approved location at Joliet's sole cost and expense.

Definitions. The following terms have the following meanings for purposes of this Agreement:

i. "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.

ii. "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 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, 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 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.

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

iv. "Law" means any 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.

v. "Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a hazardous substance, as defined in 415 ILCS 5/3.215, 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, such as chlorine.

vi. "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.

(e) Generator Designation. In such cases, in the event a signature as "Generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Joliet shall ensure that either Joliet or its contractor, subcontractor, or other party working on behalf of Joliet signs such documents.

(f) Imported Material. Any backfill material brought on to the Easement Area must be either (i) certified virgin stone or (ii) tested for Target Compound List parameters (35 Ill. Adm. Code 740, Appendix A) and meet the most stringent objectives for residential land use included in 35 Ill. Adm. Code 742, Appendix B, Table A. Based on the scope of work, AIS may waive this requirement, with such waiver not to be unreasonably withheld, conditioned, or delayed.

i. Quarry generated virgin source materials do not need to be tested, but certification from the source (quarry) must be provided to AIS prior to importing the material to the Easement Area.

ii. Tested material shall be verified by providing results from a laboratory accredited by the IEPA's Environmental Laboratory Accreditation Program. The date of

the analysis shall be within 90 days of importing such material to the Easement Area unless otherwise approved by Chicago. Prior to importing, non-virgin source materials shall be sampled at a frequency of one (1) sample per 500 cubic yards per source unless otherwise approved by Chicago, with such approval not to be unreasonably withheld, conditioned, or delayed.

iii. Joliet must keep copies of all daily reports, transport manifests, and weight tickets or receipts (as applicable) documenting all materials imported to the Easement Area and detailing where they were specifically placed for a period of five (5) years from each of the following: (a) the inception of any construction work authorized by this Agreement; and (b) the performance of any Future Maintenance and Repair, Emergency Action or Normal Activities. At the end of each such five (5) year period, all records must be provided to the Department of Water Management and such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Area. In the alternative, Joliet, at its option, may provide such records to the Department of Water Management or such other Chicago department that is identified by Chicago, in writing, as responsible for records relating to the Easement Area, sooner than such five (5) year period and Joliet will not be obligated to maintain copies of such records after they are provided to Chicago in accordance with this sentence.

iv. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for any purpose.

(g) Environmental Requirements.

i. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including 41 Ill. Adm. Code 175 and any identified leaking USTs must be properly addressed in accordance with 35 Ill. Adm. Code 734.

ii. All sampling should be conducted in accordance with all applicable subsections of Title 35: Environmental Protection, Subtitle G: Waste Disposal and Chapter I: Pollution Control Board of the Illinois Administrative Code.

iii. Unless otherwise approved by Chicago, all soil boring and/or monitoring wells installed must be properly abandoned within the Term of this Agreement and pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code 920).

iv. If any bore holes exceed 30 feet in depth, gas levels must be measured at the surface of the borehole. If gas levels exceed the warning level (10-20% of Lower Explosive Limit (LEL)), all drilling and construction activities in the immediate vicinity of the borehole must be stopped. Once the gas meter levels indicate that the methane in the borehole has dissipated or is below the warning level (10-20% of LEL), the construction activities may continue.

v. Joliet shall not use or store any Hazardous Substances on the Easement Area, other than as may be necessary for the vehicles and equipment to accomplish the Permitted Uses using standard industry practices and for disinfection of the Chicago New Water Supply Infrastructure (other than the Tunnel Connection) and the Joliet New Water Supply Infrastructure, unless otherwise approved by Chicago, with such approval not to

be unreasonably withheld, conditioned, or delayed. If use of Hazardous Substances is necessary, Joliet shall provide the City (AIS) with an annual inventory of the Substances stored on site including the material, container size, maximum quantity stored, and storage location. The Safety Data Sheets for the Hazardous Substances will also be provided. Joliet shall at all times exercise due caution in their application to ensure appropriate use and prevent any accidental spillage or contamination. Joliet shall promptly notify Chicago if any Hazardous Substances are found or spilled on the Easement Area

vi. A Soil Management Plan ("SMP") must be prepared and implemented during construction to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The SMP is subject to AIS review and approval prior to being implemented, with such approval not to be unreasonably withheld, conditioned, or delayed. Based on the scope of work, AIS may waive this requirement.

vii. If Joliet or its agents causes a spill or release of a hazardous substance during the construction of the Joliet New Water Supply Infrastructure or the Chicago New Water Supply Infrastructure except the Tunnel Connection (as those terms are defined in the Water Supply Agreement), Joliet or its Agents must stop work immediately and contact AIS's Environmental Health and Safety Bureau's Deputy Commissioner at 312-744-9139 and kimberly.worthington@cityofchicago.org, or other person as Chicago may identify by notifying Joliet. Joliet shall be responsible for cleaning up the spill including waste disposal as well as all notifications and reporting to any applicable agencies.

viii. Joliet and its agents shall comply at all times with any and all applicable municipal, county, state, federal or other statutes, or Laws. Contract provisions that are required to be included in this Agreement by any such Laws shall be deemed included.

ix. In the event that the construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, is not completed, Joliet must restore the Easement Area in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement. In addition, Joliet shall be responsible for any contamination that was caused, permitted or exacerbated during the construction of the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure, except the Tunnel Connection, or any damage to the Easement Area or any surrounding property, structures, utility lines or subsurface lines or cables caused by the acts or omissions of Joliet, including but not limited to, vandalism or misuse of the Easement Area, and shall undertake any repairs necessitated by such acts or omissions.

(h) Access Requirements.

- i. For the purposes of this Lease and the Easement, the following terms shall have the following meanings:

"Future Maintenance and Repair" means planned activities requiring use of an Easement Area that would prevent park uses, which are (1) disturbing soils in the Easement Area, (2) bringing in heavy equipment, or (3) securing all or a portion of the Easement Area in order for maintenance and repair to be done.

“Emergency Action” means any work that results from unplanned events that require prompt or immediate action to protect the Joliet New Water Supply Infrastructure or the water supply, or property or persons within Durkin Park or the Southwest Pump Station Site and the immediate vicinity.

“Normal Operations” means water system operational and maintenance activities, other than Future Maintenance and Repair, that are performed in a manner so as not to interfere with the District’s routine use and enjoyment of the Easement Area.

- ii. Joliet will use the Easement Area for Normal Operations and no access permit or access agreement will be required by the District.
- iii. If Joliet plans to perform “Future Maintenance and Repair,” Joliet must notify the City and the District’s Department of Planning and Construction, or any successor department, of same prior to the commencement of work, and must comply with the District’s then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or the City, and not unreasonably withheld or delayed. Future Maintenance and Repair will be scheduled to minimize impacts to the District’s use, and the public’s enjoyment, of the Easement Area.
- iv. Joliet must notify the City and the District as soon as practicable of any “Emergency Action.” In addition, Joliet must, as soon as practicable, but in no event more than 24 hours after the commencement of the Emergency Action, comply with the District’s then-current requirements for a general access permit or access agreement, which determination of compliance shall be made by the District or the City, and not unreasonably withheld or delayed.

(i) Environmental Investigation. Joliet, in its sole discretion and at its sole expense, may, pursuant to a right of entry issued by Chicago prior to Joliet’s performing any work or staging any equipment in the Easement Area, perform an environmental investigation of the Easement Area in accordance with Section 4(g) above. If, both (A) environmental contamination existed prior to the date of the right of entry for the environmental investigation and (B) such environmental contamination was not caused by Joliet’s contractor which performed a geotechnical investigation of the Easement Area pursuant to that certain Right of Entry between Chicago and Joliet dated as of December 15, 2021 (conditions (A) and (B), together the “Section 4 Environmental Conditions” and, individually, a “Section 4 Environmental Condition”), then Joliet is not responsible for the environmental contamination within the locations of the Easement Area for which the environmental investigation occurred and environmental contamination was detected. If one or both of the Section 4 Environmental Conditions is not satisfied, then Joliet must comply with, and is subject to, Section 4(g)(vii).

5. Uses within the Easement Area.

(a) Joliet may not use or permit the use of the Easement Area for any purpose other than the Permitted Use, subject to the Lease. Joliet is not, and shall not be deemed

responsible, for any uses and activities of the Easement Area by Chicago and the District on the Easement Area.

(b) Chicago reserves the right to access the Easement Area at Chicago's sole discretion and as provided in the Water Supply Agreement. However, Chicago shall have no right to enter the Suction Well except in connection with matters pertaining to the Water Supply Agreement, and only with notice to and being accompanied by a representative of Joliet.

(c) This Easement shall be subject to the Lease, and the Lease shall be subject to this Easement. Chicago shall provide Joliet copies of the Lease and any amendments to it; any such amendments to the Lease that adversely affect Joliet's rights and obligations hereunder shall be subject to Joliet's prior written consent, which shall not be unreasonably withheld and shall be provided to Chicago within forty-five (45) business days. If Joliet does not provide Chicago within such forty-five (45) business days its written objection to a proposed Lease amendment that adversely affects its rights and obligations under this Agreement, Joliet shall be deemed to have consented to it.

(d) Joliet, its contractors, and its employees shall not perform or permit any work or use of the Easement Area that is illegal. Joliet, its contractors, and its employees shall not perform or permit any work that disturbs area residents beyond the normal construction activities that would occur in connection with facilities of the type included in the Joliet New Water Supply Infrastructure and the Chicago New Water Supply Infrastructure during periods of initial construction and any periods of Future Maintenance and Repair and Emergency Action. At the remaining times within the term of this Easement, Joliet, its contractors, and its employees shall not perform or permit any work that (i) is injurious to the Easement Area, (ii) unreasonably disturbs area residents, (iii) is illegal, or (iv) causes or may cause increases to the rate of insurance on the Easement Area. Joliet and its agents and employees shall not sell, give away or consume any alcoholic beverages or illegal drugs of any kind or nature on the Easement Area.

(e) Joliet shall not interfere, and shall not permit its contractors to interfere, with the District's access to the surface of Durkin Park that is above the Easement Area, or with the District's security, parking, equipment storage or grounds maintenance at Durkin Park.

(f) Chicago shall require the District and the District's agents, contractors or subcontractors under the District's control not to use any pesticides, herbicides or other chemicals within or adjacent to the Existing Parkland or Joliet New Water Supply Infrastructure.

(g) Chicago shall state in the Lease that the District shall own, operate and maintain the drainage system to be installed by Joliet to provide stormwater drainage under Durkin Park, including the Existing Parkland, in place of the existing drainage structures that are removed for placement of the Joliet New Water Supply Infrastructure on the Existing Parkland; provided, however, that the District shall not own, operate or maintain the underdrain system of the Joliet New Water Supply Infrastructure on the Existing Parkland (which underdrain system is completely separate from the drainage system). Joliet warrants to Chicago and the District for the term of the Lease that the drainage system and the underdrain system shall be free of any defects due to either design or construction deficiencies, errors, defects or otherwise any acts or omissions by

Joliet or their contractors that would cause the drainage system or the underdrain system to not operate as otherwise intended. Any issues of operation of the drainage system due to deficiencies in maintenance by the District or normal wear and tear through use, or due to deficiencies in the existing drainage system of Durkin Park outside of the Easement Area that were not disturbed by Joliet, shall not be the responsibility of Joliet.

(h) Chicago shall notify Joliet of any work of which it becomes aware that is proposed to be performed by others who are not a party to this Agreement, such as utilities or holders of other easements in the Easement Area, during periods of planned construction by Joliet within the Easement Area.

6. Alterations. Other than the Suction Well and its above-ground structures and appurtenances, Joliet may not erect any structures, install any infrastructure or make any use of the Easement Area which in the judgment of Chicago would interfere with: Chicago's use, operation, inspection, maintenance, repair, renewal or reconstruction of the Station or other property or facilities owned by Chicago; the District's use of the Surface Easement Area under the Lease; or any third-party infrastructure.

7. Termination and Closure. Termination of this Easement shall be subject to the terms of Articles 4 (Term; Renewal) and 6 (Termination) of the Water Supply Agreement, and Joliet shall have the right to terminate this Easement at any time. Disposition of the Suction Well on the Easement Area upon termination shall be in accordance with Article 7 (Disposition of Joliet New Water Supply Infrastructure) of the Water Supply Agreement.

8. Assignment. In the event of the assignment of the Water Supply Agreement pursuant to Article 22 of the Water Supply Agreement, this Agreement shall be assigned as provided in such Article 22.

9. Restoration.

(a) Upon completion of the initial construction of the Suction Well, Joliet shall perform the restoration as described in the Sixth Whereas clause.

(b) To the extent that Joliet performs construction (other than the initial construction), maintenance, repair, replacement or removal of the Suction Well, and all work related thereto, Joliet shall, at Joliet's cost and expense, restore the Easement Area to a condition comparable to the condition of the Easement Area prior to the commencement of any such activities.

10. Indemnity.

(a) Except with respect to the wrongful intentional acts of Chicago or the District (to the extent the same are the cause of an injury or loss to a third person), Joliet hereby indemnifies and agrees to hold harmless and defend Chicago and the District from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation), arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to Chicago or the District, any natural person, or Chicago's or the District's property, including but not limited to the Easement Area, the Station (including the Station site and the Station's appurtenances), the property of any person, arising out of this Agreement or the Water Supply Agreement or the occupancy, use, operation, maintenance, repair or replacement of the

Suction Well or the Easement Area by Joliet, its officers, employees, agents and invitees. If legal action is taken against Chicago or the District or their agents or any claim is made relating to the Easement Area or the Suction Well as a result of the foregoing, Chicago or the District may elect to tender said defense to Joliet which shall and must defend such action or claim at Joliet's own expense and Chicago or the District shall cooperate with Joliet in the defense thereof. Chicago and the District shall have the right to join Joliet as a party defendant in any such legal action. This indemnity shall not be the exclusive remedy of Chicago or the District, and Chicago and the District shall maintain whatever other rights of indemnity they may have under common law, by statute, or by ordinance. This indemnification shall survive any termination or expiration of this Agreement and shall not be limited by any insurance coverages set forth in the Water Supply Agreement.

(b) Joliet, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity leasing, occupying, using or possessing any portion of the Easement Area under or through Joliet following the Effective Date of this Agreement (collectively, the "Joliet Parties"), hereby releases, relinquishes and forever discharges Chicago and District, and their employees, agents, officers and officials (individually, an "Indemnified Party," and collectively, the "Indemnified Parties"), from and against any and all Losses (as defined below) which the Joliet Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Agreement, based upon, arising out of or in any way connected with, directly or indirectly, solely to the extent attributable to the actions or inactions of any of the Joliet Parties: (i) any environmental contamination, pollution or hazards associated with the Easement Area 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 Easement Area, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Easement Area 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 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 Easement Area or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). The Joliet Parties waive their rights of contribution and subrogation against any Indemnified Parties, solely to the extent attributable to the actions or inactions of any of the Joliet Parties. "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 and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs). Furthermore, Joliet shall indemnify, defend (through an attorney reasonably acceptable to Chicago) 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 Joliet Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims, solely to the extent attributable to the actions or inactions of any of the Joliet Parties.

(c) The covenant of release set forth in Section 10(b) shall run with the Easement Area and shall be binding upon all successors and assigns of Joliet with respect to the Easement Area, 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 Easement Area under or through Joliet following the date of this Agreement. Joliet acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to enter into this Agreement, and that, but for such release, Chicago would not have agreed to grant an easement to the Easement Area to Joliet. It is expressly agreed and understood by and between Joliet and Chicago that, should any future obligation of Joliet or the Joliet Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Easement Area, neither Joliet nor any other Joliet Parties shall assert that those obligations must be satisfied in whole or in part by Chicago, because this covenant contains a full, complete and final release of all such claims.

(d) Chicago will require the District to provide indemnification to Joliet for Losses resulting from District uses and activities occurring on the Easement Area, and enforce such indemnification from the District on behalf of Joliet, or assign such indemnification rights to Joliet to allow Joliet to undertake enforcement on its own behalf.

11. Operation, Maintenance and Security of the Easement Area and Suction Well.

(a) Joliet shall maintain the Suction Well as required hereunder and pursuant to the terms of the Water Supply Agreement, at its sole cost and expense.

(b) Joliet shall maintain the Suction Well so that the Suction Well does not unduly interfere with any use of the Easement Area by Chicago, the District, the public, or any person or entity authorized to use or occupy the Easement Area.

(c) Joliet shall conduct regular documented inspections of the Suction Well and the Easement Area and maintain the Suction Well and restore the Easement Area in accordance with applicable Law and to the satisfaction of the Commissioner. All maintenance records for the Suction Well and Easement Area shall be made available to DWM upon DWM's written request for such documentation.

(d) Joliet shall cooperate with Chicago concerning the coordination of uses of the Easement Area, including prompt responses to inquiries, attending meetings and site visits, and providing complete disclosure of information concerning the Easement Area and the Suction Well.

(e) Joliet shall pay for any and all costs and expenses incurred with respect to the operation, maintenance, repair, replacement, and/or removal of the Suction Well, or any part thereof, within the Easement Area.

(f) Prior to providing its consent to an assignment or sublease of the Lease, Chicago shall notify Joliet that an assignment or sublease of the Lease has been proposed for which Chicago has been requested to provide its consent under the terms of the Lease. Any assignment or sublease of the Lease shall not allow any activities that would materially or detrimentally interfere with the Joliet New Water Supply Infrastructure on the Easement Area, the provision of Water by Chicago to Joliet, and Joliet's provision of Water to the Joliet Customers. Joliet shall not have a right to consent to any such assignment or sublease or a right to review the terms of such proposed transaction(s).

12. Chicago and the District Have No Maintenance, Operational and Security Duties; "As Is - Where-Is Condition". Joliet acknowledges that neither Chicago nor the District is responsible for the operation, maintenance, repair, replacement and/or removal or security of the Suction Well or the Easement Area, and Chicago and the District each has no obligations with respect thereto. Chicago acknowledges that it will not expect Joliet to be responsible for the District's operations, activities, use, maintenance, repair, replacement and/or removal activities on the Easement Area.

Chicago and the District make no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Easement Area or the suitability of the Easement Area for any purpose whatsoever. Joliet acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Easement Area and accepts the risk that any inspection may not disclose all material matters affecting the Easement Area. Joliet agrees to accept the Easement Area in their "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the Chicago 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 Joliet, with respect to the structural, physical or environmental condition of the Easement Area, their compliance with any statute, ordinance or regulation, or its suitability, merchantability or fitness for any purpose whatsoever. Joliet 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 Chicago or the District or any of their agents or employees with respect thereto. Joliet agrees that it is its sole responsibility and obligation to perform at its expense any such action as is necessary to put the Easement Area in a condition which is suitable for its intended use.

13. Insurance. Joliet shall at all times maintain, and shall cause its contractors to maintain, the insurance coverages and endorsements identified in Article 21 of the Water Supply Agreement, which is incorporated here by this reference. On an annual basis, Chicago will provide, or require the District provide, to Joliet evidence of the District's insurance.

14. Default. If a Party is in default under this Agreement, Article 20 of the Water Supply Agreement shall govern and control.

15. No Liens. Joliet shall not permit any lien to stand against the Easement Area or the Suction Well for any labor or material in connection with work of any character performed in the Easement Area at the direction or sufferance of Joliet.

16. Compliance with Law. Joliet agrees that the Easement Area and the Suction Well shall be used, and any alterations to the structures located within the Easement Area shall be constructed, installed, used, operated, inspected, maintained, repaired and replaced in complete compliance with all applicable Laws.

17. Partial Invalidity. If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

18. Notices. For purposes of this Agreement, any notice, demand or request required by this Agreement shall be given in writing at the addresses set forth below, by any of the following means: (a) personal service; (b) electronic communications, such as facsimile or email; (c) nationally recognized overnight courier service; or (d) Certified Mail; provided, however, that any

notice of default or termination provided by electronic communications shall also be delivered by another method of notice under this Section 18.

If to Chicago: City of Chicago
Department of Water Management
1000 East Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With copies to: City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division

and

City of Chicago Department of Law
121 North LaSalle Street, Suite 600
Chicago, Illinois 60602
Attn: Finance and Economic Development Division

and

City of Chicago
Department of Finance
121 North LaSalle Street, Room 700
Chicago, Illinois 60602
Attention: Chief Financial Officer

If to Joliet: City of Joliet
150 West Jefferson Street
Joliet, Illinois 60432
Attention: Director of Public Utilities and City Manager

Each Party to this Agreement has the right to change, add or remove the addressee or addressee contact information, for future notices and communications to them in matters pertaining to this Agreement by giving notice complying with the requirements of this section. No notice of a change of address will be effective until actually received.

Notices shall be deemed received upon the first to occur of (a) the date of actual receipt, (b) the date an email is sent, unless notice of non-delivery is received; (c) the date that is one (1) business day after deposit with a nationally recognized overnight courier service as evidenced by a receipt of deposit, or (d) the date that is three (3) days after deposit in the U.S. mail, as Certified Mail, evidenced by a receipt.

19. No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit solely of Joliet and Chicago and their respective successors and assigns. This document and the terms hereof are intended solely for the benefit of the Parties hereto and their successors and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be

entitled to any of the benefits hereof. Notwithstanding the foregoing, the District is and during the term of the Lease shall be a third-party beneficiary of this Agreement.

20. Authority and Validity. Each Party represents and warrants to the other Party that (i) this Agreement has been duly authorized, executed and delivered by it and (ii) this Agreement constitutes the legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

21. Miscellaneous.

(a) The terms, benefits, and privileges set forth in this Agreement shall be deemed and taken to be covenants running with the Easement Area and shall be binding upon Joliet and Chicago, and their respective successors and assigns having any interest in the Easement Area.

(b) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(c) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(d) This Agreement has been negotiated, executed and delivered in Illinois, and it and the accompany plat shall be governed by, and construed in accordance with, the internal laws of the State of Illinois including the law of public trust with respect to the use and occupation of the Easement Area. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

(e) This Agreement, and any provisions of the Water Supply Agreement that govern the Suction Well, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, and may not be modified except by an instrument in writing signed by all the Parties and dated a date subsequent to the date of this Agreement. In the event of a conflict between the Water Supply Agreement and this Agreement, the Water Supply Agreement shall govern.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

(g) 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.

(h) Joliet shall record, at its expense, this Easement Agreement and any amendments thereto; or, in the alternative, the Parties may agree to prepare a

memorandum of easement agreement in a mutually agreeable form which will be recorded by Joliet.

22. Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago ("Municipal Code"), Joliet 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 and agrees that a violation of Section 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560 of the Municipal Code by Joliet, whether or not in the performance of this Agreement, shall constitute a breach of this Agreement.

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IN WITNESS WHEREOF, Joliet and Chicago have caused this Agreement to be executed by their duly authorized officers as of the day and year first written above.

CITY OF CHICAGO, an Illinois municipal
corporation and home rule unit of
government

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Commissioner
Department of Water Management

CITY OF JOLIET, an Illinois municipal
corporation and home rule unit of
government

By: _____

Name: _____

Its: _____

ATTEST:

By: _____

Name: _____

Its: _____

(Sub)Exhibit 1.
(To Easement Agreement For Durkin Park)

Easement Area (Legal Description).

PE-1:

That part of Blocks 37 and 38 of Frederick H. Bartlett's City of Chicago Subdivision, according to the plat thereof recorded January 19, 1925 as Document Number 8743507, also that part of vacated South Tripp Avenue, vacated South Keeler Avenue, and also that part of the vacated alleys lying within said Blocks 37 and 38, in Cook County, Illinois, described as follows: beginning at the intersection of the centerline of vacated South Keeler Avenue and the north line of West 85th Street; thence south 88 degrees, 16 minutes, 57 seconds west along said north line, 350.00 feet; thence north 01 degree, 50 minutes, 35 seconds west, 250.00 feet; thence north 88 degrees, 16 minutes, 57 seconds east, 350.00 feet to the centerline of said vacated South Keeler Avenue; thence south 01 degree, 50 minutes, 35 seconds east along said centerline, 250.00 feet to the point of beginning.

(Sub)Exhibit 2.
(To Easement Agreement For Durkin Park)

Plat Of Easement.

[To Come]

(Sub)Exhibit 3.
(To Easement Agreement For Durkin Park)

Depiction Of Suction Well (Site Plan).

[Exhibit On File -- Contains Confidential Information, Including
Materials Relating To Water System Security.]

(Sub)Exhibit 4.
(To Easement Agreement For Durkin Park)

Compensation To Be Paid By Joliet To Chicago.

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Chicago Contractor Use*	Joliet Contractor Use	Duration of Joliet Contractor Use for Calculation of TE Compensation
Durkin Park	PE-1	87,500	Permanent	Chicago	None	10/1/2025 to 3/31/28 Road area at the eastern end of PE-1: 5/1/24 to 12/31/29	N/A
<p>*Subject to change based on advancement of final design. The Joliet contractor periods of use of PE-1 shall be as shown above. PE-1 includes a portion of vacated Keeler Avenue that will become part of the permanent access road to the Southwest Pumping Station Site, on which both the Low Service Pump Station and the High Service Pump Station are located. This road will also be used by contractors during the entire construction period, from 5/1/24 through 12/31/29. The Joliet contractor period of use for PE-1 other than the road is two (2) years and six (6) months. The contractor periods of use may be modified with the prior written approval of the Commissioner of DWM.</p>							

Site	Easement Name	Area* (square feet)(SF)	Type of Easement	Land Ownership	Duration of Joliet Contractor Use for Calculation of TE Compensation*	Unit Price Compensation (DIV = Diminution in Value)	Total Compensation
Durkin Park	PE-1	87,500	Permanent	Chicago	N/A	\$5.86 per SF plus \$0.50/SF Premia, 2.5 percent DIV for Remainder, 398,521 SF whole site	\$420,275

*Subject to change based on advancement of final design.

SETTLEMENT AGREEMENT REGARDING CASE OF *VINCENT TUCKER V. CITY OF CHICAGO, CARLOS YANEZ, JR. AND JULIAN RODRIGUEZ.*

[Or2023-0002843]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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: *Vincent Tucker v. the City of Chicago, Carlos Yanez, Jr. and Julian Rodriguez*, cited as 2019 L 4002, in the amount of \$750,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee present, with dissenting votes from Alderpersons Quinn, Lopez and Cardona on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Lee, Ramirez, Gutiérrez, Coleman, Curtis, Taylor, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Knudsen, Lawson, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 35.

Nays -- Alderpersons Mitchell, Beale, Chico, Quinn, Lopez, O'Shea, Tabares, Cardona, Napolitano, Reilly, Gardiner -- 11.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Vincent Tucker v. the City of Chicago, Carlos Yanez, Jr. and Julian Rodriguez*, cited as 2019 L 4002, in the amount of \$750,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *BERNARD KERSH V. CITY OF CHICAGO, OFFICER JERALD WILLIAMS*.

[Or2023-0002845]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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: *Bernard Kersh v. the City of Chicago, Officer Jerald Williams*, cited as 2020 L 1518, in the amount of \$750,000, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee present, with dissenting votes from Alderpersons Mitchell, Quinn, Curtis, Cardona and Sposato on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Harris, Lee, Ramirez, Gutiérrez, Coleman, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 35.

Nays -- Alderpersons Mitchell, Beale, Chico, Quinn, Lopez, Curtis, O'Shea, Tabares, Cardona, Sposato, Napolitano, Reilly, Gardiner -- 13.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Bernard Kersh v. the City of Chicago, Officer Jerald Williams*, cited as 2020 L 1518, in the amount of \$750,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *DARNELL SMITH, ET AL. V. CITY OF CHICAGO, ET AL.*

[Or2023-0002848]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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: *Darnell Smith, et al. v. the City of Chicago, et al.*, cited as 2015-cv-3467, in the amount of \$4,987,500, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee present, with dissenting votes from Alderpersons Quinn and Lopez on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Lee, Ramirez, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 43.

Nays -- Alderpersons Chico, Quinn, Lopez, Tabares, Napolitano, Gardiner -- 6.

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: *Darnell Smith, et al. v. the City of Chicago, et al.*, cited as 2015-cv-3467, in the amount of \$4,987,500.

Failed To Pass -- SETTLEMENT AGREEMENT REGARDING CASE OF GARRIT, ET AL. V. CITY OF CHICAGO, ET AL.

[Or2023-0002846]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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: *Garrit, et al. v. the City of Chicago, et al.*, cited as 2016 CV 7319, in the amount of \$2,000,000, 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 roll call vote of the members of the committee present, with dissenting votes from Alderpersons Conway, Mitchell, Lee, Quinn, Lopez, Curtis, Cardona, Villegas and Sposato on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

Aldersperson Dowell moved to pass the said proposed order transmitted with the foregoing committee report.

The Clerk called the roll and the said proposed ordinance *Failed to Pass* by yeas and nays as follows:

Yeas -- Alderspersons La Spata, Dowell, Robinson, Yancy, Hall, Harris, Ramirez, Gutiérrez, Coleman, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Rodríguez-Sánchez, Ramirez-Rosa, Mitts, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 22.

Nays -- Alderspersons Hopkins, Mitchell, Beale, Chico, Lee, Quinn, Lopez, Curtis, O'Shea, Tabares, Scott, Burnett, Ervin, Taliaferro, Cruz, Cardona, Conway, Villegas, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 26.

Said order, which failed to pass, reads as follows:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Garrit, et al. v. the City of Chicago, et al.*, cited as 2016 CV 7319, in the amount of \$2,000,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2023-0002849]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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 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 July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 1761
through 1763 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims
July 19, 2023

Last Name	First Name	Address	City	State	Zip Code	DOI	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
FLORES	LISSETTE	1118 W. 104TH PL.	CHICAGO	IL	60643	08/27/2022	\$60.00	DEPARTMENT OF REVENUE	1118 W 104TH PLACE
<i>RIMM Buitrago</i>		7600 S YALE AVE.	CHICAGO	IL	60620	06/09/2022	\$2,000.00	DEPARTMENT OF REVENUE	7600 S YALE AVE
Total of Split Claims: 2 \$2,000.00									
Claimant Type Desc: Vehicle(8)									
ACOSTA	MARIA	1815 S 55TH CT	CICERO	IL	60804	04/01/2022	\$219.51	DEPARTMENT OF REVENUE	45 N WESTERN
ALDANOU	ZAKI	9250 BELOIT AVE. #301	BRIDGEVIEW	IL	60455	03/12/2023	\$72.00	DEPARTMENT OF REVENUE	4400 S CICERO AVE
ANDERSON	MARK	2686 E 73RD ST #7E	CHICAGO	IL	60649	02/28/2023	\$75.08	Claimant	3919 S PULASKI
ANDRETIH	LARRY	15700 S. SUNSET RIDGE CT. # 2S	ORLAND PARK	IL	60462	02/25/2023	\$178.67	Claimant	1200 N LAKE SHORE DRIVE
BEECH	BRIAN	1844 W BIRCHWOOD #3	CHICAGO	IL	60626	03/06/2023	\$105.61	Claimant	4300 N LAKE SHORE DR
CALLEJA	YANELI	336 ASHLAND AVE	HIGHWOOD	IL	60040	08/27/2022	\$235.00	Claimant	500 N LAKE SHORE DR
CAMERON	MARION	1237 N. DEARBORN ST.	CHICAGO	IL	60610	04/18/2022	\$194.35	Claimant	1020 N LAKE SHORE DRIVE
CARRANZA	FERNANDO	9828 MASON AVE	OAK LAWN	IL	60463	03/05/2023	\$521.69	Claimant	5700 S CICERO
COLE	JORDYN	820 W. HERITAGE DR.	ADDISON	IL	60101	02/25/2023	\$193.39	Claimant	E WACKER DR &
COLL PONS	PERE	2800 N. LAKE SHORE DR. #2715	CHICAGO	IL	60657	04/03/2022	\$157.06	Claimant	4549 N LAKE SHORE DR
CRUTCHFIELD	PAUL	6801 S EUCLID	CHICAGO	IL	60649	04/08/2023	\$246.49	Claimant	1700 E 87TH ST
DANIELS	JHARMAINE	5643 N. CAMPBELL ST. #2	CHICAGO	IL	60659	01/06/2023	\$90.00	Claimant	2400 NB LAKE SHORE DR &
DAY	CAROLYN	4800 CHICAGO BEACH DR #2002S	CHICAGO	IL	60615	05/19/2022	\$417.98	Claimant	6200 S CORNELL
DENT	NICOLE	8128 S WINCHESTER AVE	CHICAGO	IL	60620	04/14/2022	\$206.47	Claimant	5500 S MICHIGAN AVE
DEVENS	JENNIFER	5851 N MAGNOLIA AVE	CHICAGO	IL	60660	04/25/2023	\$270.81	Claimant	3000 N LAKE SHORE DR
DININO	KIMBERLY	9175 EGGERT LANE	SAINT JOHN	IN	46373	04/05/2023	\$108.78	Claimant	1700 W CONGRESS PKWY
DONNELLA	DERRICK	927 W EASTWOOD AVE #1E	CHICAGO	IL	60640	03/11/2023	\$1,095.99	Claimant	340 N LAKE SHORE DR
ENESSY	YAKUBU	6440 W MCLEAN AVE	CHICAGO	IL	60707/1844	02/20/2023	\$148.08	Claimant	300 S DAMEN
FAKHOURI	RAMI	711 CENTRAL AVE.	WILMETTE	IL	60091	02/24/2023	\$460.58	Claimant	2805 N LAKE SHORE DRIVE
FRIDMAN	ETHAN	4305 EXETER LN	NORTHBROOK	IL	60062	02/14/2023	\$455.75	Claimant	1645 E MIDWAY
GERMAN	CHARLES	2769 N. KENMORE AVE. #3	CHICAGO	IL	60614	01/21/2023	\$181.35	Claimant	\$155 S COTTAGE GROVE
GING	TERESA	1532 N. MOHAWK ST. #1	CHICAGO	IL	60610	02/26/2022	\$385.24	Claimant	833 W CHICAGO AVE.
GOLEN	ROCHELLE	201 E. CHESTNUT #23F	CHICAGO	IL	60611	02/18/2023	\$52.96	Claimant	1100 N LSDMICHIGAN AVE

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
GREEN	DEANNA	1242 S. HOMAN AVE.	CHICAGO	IL	60623	03/15/2023	\$121.45	Claimant	3700 W CONGRESS PKWY
GUERRERO	NICOLAS	8829 S. CLIFTON PARK AVE.	EVERGREEN	IL	60805	03/01/2023	\$132.90	Claimant	1801 S WESTERN AVE
HEMPLE	AMANDA	2017 N. BINGHAM ST.	CHICAGO	IL	60647	02/26/2023	\$401.94	Claimant	1458 N WESTERN AVE
HINDO	FADI	189 W. HURON ST. #1411	CHICAGO	IL	60664	02/25/2023	\$804.10	Claimant	3200 N LAKE SHORE DRIVE
HONG	KEVIN	1747 W TERRA COTTA PL	CHICAGO	IL	60614	04/07/2023	\$69.65	Claimant	300 N LA SALLE ST
HUO	RAN	920 W SCHUBERT AVE #1	CHICAGO	IL	60614	03/11/2023	\$144.51	Claimant	2111 W FULLERTON
JANOWSKI	JENNIFER	922 W. SUNNYSIDE AVE. #28	CHICAGO	IL	60640	03/01/2023	\$437.75	Claimant	4400 N LAKE SHORE DRIVE
JIMENEZ	JOSE	1919 N KILBOURN AVE	CHICAGO	IL	60639	02/05/2023	\$344.75	Claimant	5400 W FULLERTON
JOHNSON	EMEKA	7215 W ETHAN CT	MONTEE	IL	60617	03/09/2023	\$404.51	DEPARTMENT OF REVENUE	6130 S CORNELL
JOHNSON	EMEKA	7215 W ETHAN CT	MONTEE	IL	60617	03/09/2023	\$404.51	Claimant	6130 S CORNELL
KARAS	MADELINE	426 W. BELMONT AVE. #307	CHICAGO	IL	60657	01/12/2023	\$35.00	DEPARTMENT OF REVENUE	4658 N LAKE SHORE DRIVE
KARAS	MADELINE	426 W. BELMONT AVE. #307	CHICAGO	IL	60657	01/12/2023	\$303.49	Claimant	4658 N LAKE SHORE DRIVE
LEMUS	RENE	2230 S. ST. LOUIS AVE 2ND FLR.	CHICAGO	IL	60623	02/23/2023	\$147.68	Claimant	3225 S WESTERN AVE
LIN	MELISSA	5410 N KENMORE #3	CHICAGO	IL	60640	03/03/2023	\$264.69	Claimant	500 E WACKER
LOW	QUENTIN	1436 N. NORTH PARK AVE. #2	CHICAGO	IL	60610	11/16/2022	\$199.05	Claimant	1500 W GRAND AVE
LUCKEY	KIMBERLY	806 N MARION ST	OAK PARK	IL	60302	02/28/2023	\$297.83	Claimant	200 S LAKE SHORE DR
MACKENZIE	DUNCAN	175 N LOMBARD AVE	OAK PARK	IL	60302	03/17/2023	\$227.42	Claimant	168 E LOWER WACKER DR
MALONE-HARPER	LATASHA	205 EARL AVENUE	JOLIET	IL	60436	09/16/2022	\$121.74	Claimant	8050 S STONY ISLAND
MARCEAU	HALEY	1455 N. MAPLEWOOD AVE. #2E	CHICAGO	IL	60622	03/03/2023	\$70.00	Claimant	1601 W GRAND AVE
MCCLELLAND	SOPHIA	317 STAFFORD WAY	BOLINGBROOK	IL	60440	01/30/2023	\$130.18	Claimant	724 N CICERO AVE
MCK	CHUNG	3200 TEMPLE LANE	WILMETTE	IL	60091	03/07/2023	\$450.00	Claimant	4200 N LAKE SHORE DR
MOLTZ	RACHEL	112 HARVARD COURT	GLENVIEW	IL	60025	12/20/2022	\$218.13	Claimant	530 N HALSTED
MORRIS	DEVANTE	3622 N WHIPPLE ST.	CHICAGO	IL	60618	01/16/2023	\$90.63	Claimant	4300 N MARINE DR
MORRIS	DEVANTE	3622 N WHIPPLE ST.	CHICAGO	IL	60618	01/16/2023	\$135.00	DEPARTMENT OF REVENUE	4300 N MARINE DR
MOSS	MEGAN	2930 N. SHERIDAN RD. #404	CHICAGO	IL	60657	01/25/2023	\$450.45	Claimant	1000 N LAKE SHORE DRIVE
MUI	AMY	3120 S. STEWART AVE.	CHICAGO	IL	60616	09/06/2022	\$322.13	Claimant	W 111TH ST. & S
MUKHERJI	GAUTAM	2920 N PAULINA	CHICAGO	IL	60657	04/25/2023	\$295.85	Claimant	2300 N LAKE SHORE DR
MURILLO	LUIS	5221 S. LOTUS AVE.	CHICAGO	IL	60638	03/12/2023	\$304.19	Claimant	4612 S CICERO AVE
NEESE	TRAVIS	1550 N. LASALLE ST. #308	CHICAGO	IL	60610	04/15/2022	\$120.29	DEPARTMENT OF REVENUE	6001 N CLARK STREET
NOWICKI	VICTORIA	3340 W. RICE ST.	CHICAGO	IL	60651	11/22/2022	\$189.96	Claimant	W HARRISON ST
OLIVA	ROSA	229 169TH ST	HAMMOND	IN	46324	04/18/2022	\$136.66	Claimant	5101 W 47TH ST
PANARESE	JOSEPH	2750 WALTERS AVE	NORTH-BROOK	IL	60062	02/27/2023	\$215.00	Claimant	3958 N LAKE SHORE DR
PARHAM	WAYNE	312 2nd AVE W #419	SEATTLE	WA	98119	03/08/2022	\$431.83	Claimant	3240 N LAKE SHORE DRIVE

07/19/2023

REPORTS OF COMMITTEES

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Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
PARKE	NATALIE	4151 N. SHERIDAN RD., #2N	CHICAGO	IL	60613	03/09/2023	\$76.48	Claimant	3630 N HALSTED ST
PETERSON	GARY	PO BOX 286358	CHICAGO	IL	60628	04/15/2022	\$50.00	DEPARTMENT OF REVENUE	9814 S HALSTED ST
PETERSON	GARY	PO BOX 286358	CHICAGO	IL	60628	04/15/2022	\$252.61	Claimant	9814 S HALSTED ST
PHILIPS	WILLIAM	2215 W. MELROSE ST.	CHICAGO	IL	60618	01/23/2023	\$170.63	Claimant	1200 N LAKE SHORE DRIVE
PRACE	VICKI	590 COVENTRY LANE	HIGHLAND PARK	IL	60035	03/01/2023	\$189.70	Claimant	W ADDISON ST
RODRIGUEZ	JOE	12532 S. MANISTEE AVE.	CHICAGO	IL	60633	02/09/2023	\$193.23	Claimant	2098 E 130TH STREET
SAGE	MORGAN	2700 N HAMPDEN CT #23C	CHICAGO	IL	60614	01/04/2023	\$313.82	Claimant	4400 N LAKE SHORE DR
SCOTT	MARY	2848 W 100TH ST	EVERGREEN	IL	60805	02/20/2023	\$234.07	Claimant	2350 W 107TH PL
SHAH	DEEP	945 N HONORE ST #2	CHICAGO	IL	60622	01/13/2023	\$141.73	Claimant	5700 N LAKE SHORE DR
STEEN	KATHRYN	12355 S. LAFLIN ST.	CALUMET PARK	IL	60827	01/25/2023	\$112.05	Claimant	10998 S HALSTED ST
STEVENS	DONICE	4020 S. STATE ST. APT. 3S	CHICAGO	IL	60609	11/04/2022	\$1,987.94	Claimant	50 E 35TH STREET
SUTTHASANAK	SURACHAI	6007 N SHERIDAN AVE. #10E	CHICAGO	IL	60660	03/06/2023	\$123.16	Claimant	4400 N DUSABLE LAKE
VIETELIC	COLLEEN	2459 W THOMAS #2	CHICAGO	IL	60622	03/01/2023	\$216.70	Claimant	99 N WESTERN
WAKSCHLAG	SHIRA	625 W. BUCKINGHAM PLACE #1	CHICAGO	IL	60657	03/26/2023	\$244.11	Claimant	6075 N LINCOLN AVE
WANGERIN	ADAM	6753 N. NEWGARD AVE. #1	CHICAGO	IL	60626	03/02/2023	\$131.56	Claimant	4800 N LAKE SHORE DRIVE
WEINBERG	JILL	3800 N LAKE SHORE DR	CHICAGO	IL	60613	03/17/2023	\$201.58	Claimant	5200 N LAKE SHORE DR
WEINBERG	JEROME	435 N. MICHIGAN AVE. #410	CHICAGO	IL	60611	02/10/2023	\$168.34	Claimant	2746 N CLYBOURN AVE
WERTHEIMER	MICHAEL	4355 N. LINCOLN AVE. #3	CHICAGO	IL	60618	04/04/2022	\$388.00	Claimant	2452 W BELMONT AVE.
YOBLON	ANDREW	1219 WOODRUFF AVE.	DEERFIELD	IL	60015	03/07/2023	\$85.40	Claimant	E RANDOLPH ST EXIT OFF
YUST	SHANNON	5218 N WINTHROP AVE. #4	CHICAGO	IL	60640	03/27/2023	\$171.21	Claimant	3950 N RECREATION DR
		PO BOX 106172	ATLANTA	GA	30346	02/19/2022	\$1,294.78	Claimant	3355 N LINCOLN AVE
		ONE GEICO CENTER	MACON	GA	31296	02/20/2022	\$1,578.75	Claimant	2510 N JEAN BAPTISTE
		ONE GEICO CENTER	MACON	GA	31296	06/04/2022	\$895.99	Claimant	5300 S LAKE SHORE DRIVE
		PO BOX 106172	ATLANTA	GA	30346	01/02/2023	\$832.70	Claimant	150 N COLUMBUS DR
		PO BOX 106172	ATLANTA	GA	30346	02/10/2023	\$1,060.60	DEPARTMENT OF REVENUE	6700 S CORNELL

Total of Split Claims: Number 81 Amount \$25,141.77

Total of Split Claims: Number 83 Amount \$27,201.77

State Farm/Torres, M.

Geico/Larson

Geico/Kozlovsky

State Farm/Hsieh

State Farm/Armstrong

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2023-0002864]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred two proposed orders authorizing charitable solicitation on the public way (tag day) permits for: The Salvation Army North and Central Illinois Division and The American Society for the Prevention of Cruelty to Animals, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue three charitable solicitation (tag day) permits to the following organizations:

- A. The Salvation Army North and Central Illinois Division
November 1, 2023 through December 24, 2023 (excluding Sundays) -- citywide.

- B. The American Society for the Prevention of Cruelty to Animals
August 1, 2023 through December 31, 2023 -- citywide.

This order shall take effect and be in force from and after its passage.

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2023-0002852]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on April 21, 2021 and on subsequent dates, sundry claims for various refunds, having 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 July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

[List of claimants printed on pages 1766
and 1767 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
1617-23 W. NORTH SHORE		1/10/22 12:00 AM	12/14/2022	2022369706	DSS DOCUMENTATION SHOWING THAT EIGHT REFUSE
ALLSTATE A/S/O WASHINGTON,		7/1/22 12:00 AM	09/21/2022	2022369498	CLAIM IS IN LITIGATION
ARIAS, JOSE		4/11/22 12:00 AM	11/07/2022	2022369679	
BANTWESSEN, HALEMSKEL A		5/23/23 12:00 AM	06/21/2023	2022369679	CITY EMPLOYEES NOT WORKING AT LOCATION
BRADBERRY, HEATHER		5/1/22 12:00 AM	07/20/2022	2022369373	MULTIPLE COMMUNICATIONS - CLAIMANT NO RESPONSE
BRADFIELD, GEOFFREY E		5/4/23 12:00 AM	05/24/2023	2023370140	BIGANE PAVING CO / JIM DEMOS @312-738-0800
BRADLEY, CONNOR S		3/27/23 12:00 AM	05/24/2023	2023370043	PHONE 847-705-4401
BRANCH, LINDSEY E		2/22/22 12:00 AM	04/27/2022	2022368890	MULTIPLE COMMUNICATIONS - NO RESPONSE
BRASSEL, JR, LUTHER		3/22/22 12:00 AM	05/24/2023	2023370131	CITY OF CHICAGO HAS A 1 YEAR STATUE
CAPPITELLI, ROBERT J		4/14/22 12:00 AM	05/23/2022	2022369117	
CATHEY GEORGE, MARY E		10/20/22 12:00 AM	05/31/2023	2022370102	MATT CONSTRUCTION #773-254-1077
COKER, FONTAINE S		8/19/22 12:00 AM	10/26/2022	2022369656	MULTIPLE COMMUNICATIONS - NO RESPONSE
COLER, JOSEPH G		6/8/22 12:00 AM	10/26/2022	2022369659	NO RESPONSE
CONDITO, THOMAS J		10/23/22 12:00 AM	05/24/2023	2022370146	CITY EMPLOYEES NOT WORKING AT LOCATION
COOPER, JOHN		3/1/22 12:00 AM	04/27/2022	2022368901	
DANIEL, RONICA C		2/23/22 12:00 AM	05/24/2023	2022370105	CITY OF CHICAGO HAS A 1 YEAR STATUE
DAVIS, HARRIET R		5/23/22 12:00 AM	12/14/2022	2022369712	DWM DOES NOT REIMBURSE HOMEOWNERS FOR THE COST
DAVIS-BURNETT, JUDY A		5/4/23 12:00 AM	05/24/2023	2023370045	PER FORESTRY: THE DAMAGE IN THE CLAIM WAS NOT A
DECHER, ANGELICA E		3/3/22 12:00 AM	05/23/2022	2022369136	
EGAN, SEAN E		4/25/23 12:00 AM	05/24/2023	2023370099	BIGANE PAVING: JIM DEMOS @312-738-0800
FOERTSCH, RICHARD P		12/15/21 12:00 AM	01/26/2022	2021369677	THE CREW DID NOT DAMAGE THE FENCE AS A RESULT OF
FREDRICKSON, TIMOTHY G		4/23/23 12:00 AM	05/24/2023	2023370058	COM ED NORTH @800-334-7661
FRUTOS, VERONICA		2/1/22 12:00 AM	05/23/2022	2022369128	
FUNEZ, EDVIN R		7/19/22 12:00 AM	09/21/2022	2022369541	
GABRIEL, CHRISTIAN A		3/30/22 12:00 AM	04/27/2022	2022369522	
GARCIA, CIRENIA		6/21/22 12:00 AM	09/21/2022	2022369476	THE DAMAGE IN CLAIM WAS NOT A RESULT OF TREE
GARCIA, KAREN M		11/1/19 12:00 AM	05/31/2023	2019370103	CITY OF CHICAGO HAS A 1 YEAR STATUE
GONZALEZ, ROBERTO		5/30/23 12:00 AM	06/21/2023	2023370161	PHONE #847-705-4401
GREEN, LARRY		5/18/23 12:00 AM	06/21/2023	2023370168	
GUSS, EMILY R		5/23/23 12:00 AM	05/31/2023	2023370115	INCIDENT HAPPENED IN BURBANK.
HARDWAY, ORAL		7/6/22 12:00 AM	05/24/2023	2022370129	CITY OF CHICAGO HAS A 1 YEAR STATUE
HARDIN, DANIEL		4/1/22 12:00 AM	04/27/2022	2022369030	
HARRIS, MAGGIE		4/4/23 12:00 AM	06/21/2023	2023370171	CITY EMPLOYEES WERE NOT WORKING AT THE LOCATION.
HERNANDEZ, JUAN CARLOS		8/25/22 12:00 AM	09/21/2022	2022369579	
HOLLER, NANCY S		4/29/22 12:00 AM	05/23/2022	2022369070	
HOOPER, SHEA R		8/19/22 12:00 AM	07/20/2022	2022369394	CLAIMANT NO RESPONSE - MULTIPLE COMMUNICATIONS
JONES-BEY, PERRY T		2/23/23 12:00 AM	05/24/2023	2023370127	CLAIM OVER \$2,500.00
KING, VICTOR		7/1/21 12:00 AM	09/14/2021	2021368473	MULTIPLE COMMUNICATIONS - CLAIMANT NO RESPONSE

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
KRASUSKI, RICHARD		10/13/22 12:00 AM	11/07/2022	2022369681	
KROCHMAL, FRANK S		4/18/23 12:00 AM	05/31/2023	2023370101	INTERVENING THIRD PARTY. CITY IS NOT LIABLE.
KWARTEN, STACEY A		12/8/21 12:00 AM	03/23/2022	2021368950	MULTIPLE COMMUNICATIONS - CLAIMANT NO RESPONSE
LENO, DAVID J		2/26/23 12:00 AM	03/15/2023	2023369673	URTS
LODHA, SERINA		5/1/22 12:00 AM	07/20/2022	2022369451	
LOPEZ, CRISTIAN		6/29/22 12:00 AM	09/21/2022	2022369562	MULTIPLE COMMUNICATIONS - NO RESPONSE
MAGANA, JONATHAN		12/28/22 12:00 AM	05/31/2023	2022370114	PHONE #647-705-4401
NALONE, PATRICK J		6/7/22 12:00 AM	07/20/2022	2022369438	MULTIPLE COMMUNICATIONS - CLAIMANT NO RESPONSE
MCENERY, MAEVE		4/3/22 12:00 AM	04/27/2022	2022368978	
MITCHELL, DANIEL D		5/25/23 12:00 AM	06/21/2023	2023370157	BIGANE PAVING CO @312-738-0600
MORRIS, LIONEL		6/29/22 12:00 AM	09/21/2022	2022369486	MULTIPLE COMMUNICATIONS - NO RESPONSE
MURRAY, STEVEN W		3/8/23 12:00 AM	06/24/2023	2023370135	PHONE #647-705-4401
NEAL, JOHN L		9/19/22 12:00 AM	10/26/2022	2022369639	MULTIPLE COMMUNICATIONS - NO RESPONSE
NEE, MARIANNE		3/2/22 12:00 AM	04/27/2022	2022369688	MULTIPLE COMMUNICATIONS - NO RESPONSE
NOWICKI, VICTORIA K		11/22/22 12:00 AM	05/24/2023	2022370144	ORIGINAL CLAIM #2022369687
OMENZU, JESSE		5/30/22 12:00 AM	06/21/2023	2022370154	STATUTE OF LIMITATIONS IS 1 YEAR FROM INCIDENT DATE.
POINSETTE, LAMONT		3/20/21 12:00 AM	04/21/2021	2021368175	
POZO, MARISABEL		3/31/22 12:00 AM	05/23/2022	2022369064	
RANGEL, JESICA V		6/12/22 12:00 AM	07/20/2022	2022369429	CLAIMANT NO RESPONSE
RICHARDSONGRANDBERRY,		3/24/23 12:00 AM	05/24/2023	2023370108	
RIGGIO, KAREN A		5/31/23 12:00 AM	06/21/2023	2023370169	
RODRIGUEZ, EDGAR I		2/20/22 12:00 AM	05/23/2022	2022369177	
SALGADO, DIOCELINA		5/12/21 12:00 AM	06/25/2021	2021368354	MULTIPLE COMMUNICATIONS - NO RESPONSE
SAUCEDO, HECTOR		3/20/23 12:00 AM	04/19/2023	2023369663	OUR RECORDS INDICATE THERE WAS DAMAGE ON THE
SCOTT, BYRON C		4/11/22 12:00 AM	06/22/2022	2022369289	
SEGARRA-ORTEGA, MARITZA J		12/7/22 12:00 AM	02/01/2023	2022369792	THE ONLY PROJECT AT THAT LOCATION AT THAT TIME WAS
SELLES, KEITH		4/28/23 12:00 AM	05/24/2023	2023370148	AT& T (SBC IL) #312-402-6014
SITASZ-VALENCIA, JILL M		3/19/23 12:00 AM	05/24/2023	2023370147	CITY EMPLOYEES WERE NOT WORKING AT THE LOCATION.
SCOSTRE, JOSIANA ANGELICA		8/13/22 12:00 AM	10/26/2022	2022369695	
STAPLETON, FREDERICK		2/28/23 12:00 AM	05/24/2023	2023370142	INSURANCE COMPANY CLOSED CLAIM.
STATE FARM INS A/S/O HUERTA,		3/31/22 12:00 AM	07/20/2022	2022368395	CLAIM IS IN LITIGATION
STATE FARM INSURANCE A/S/O		1/26/22 12:00 AM	06/22/2022	2022369290	
SYKES-HAMILTON, SHALONDA A		6/12/22 12:00 AM	07/20/2022	2022369462	CLAIM CLOSED AFTER MULTIPLE COMMUNICATIONS
TARNAWSKI, ALEXANDER M		6/4/22 12:00 AM	06/22/2022	2022368322	
TAYLOR, NACHUM		3/6/22 12:00 AM	04/27/2022	2022368869	BENCHMARK CONSTRUCTION #773-339-0062
THOMAS, BEVERLY J		4/11/23 12:00 AM	05/24/2023	2023370088	
THOMPSON, DIANNE		6/11/22 12:00 AM	09/21/2022	2022369616	
TURNER, TEASSAP P		3/7/22 12:00 AM	05/24/2023	2023370087	
WADLINGTON, MELANIE JP		3/2/23 12:00 AM	06/21/2023	2023370170	INCIDENT NOT LOCATED IN CITY OF CHICAGO
WEINBERG, AARON M		11/29/21 12:00 AM	01/26/2022	2021368718	
WILSON, JENNIFER N		3/4/22 12:00 AM	06/22/2022	2022369345	MULTIPLE COMMUNICATIONS - NO RESPONSE
WORLEY, JAMES S		4/26/23 12:00 AM	05/24/2023	2023370090	COMED NORTH @800-334-7681

Placed On File -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF JUNE 2023.

[F2023-0002859]

The Committee on Finance submitted the following report:

CHICAGO, July 19, 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 month of June 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 July 17, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF CHAPTERS 2-56, 2-78, 2-50 AND 2-84 OF MUNICIPAL CODE REGARDING REFERENCE CHANGES FROM CITY COUNCIL COMMITTEE ON PUBLIC SAFETY TO CITY COUNCIL COMMITTEE ON POLICE AND FIRE.

[O2023-0003063]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 19, 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 an update to the Municipal Code regarding references to the City Council Committee on Public Safety, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 2-56 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

2-56-230 Public Safety Deputy -- Powers And Duties.

The Public Safety Deputy shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

(d) To review and audit the Police Department's policies, practices, programs and training (i) with respect to constitutional policing, discipline, and use of force, or (ii) that affect the Police Department's integrity, transparency, and relationship with City residents; and to make recommendations to the Superintendent and the Chairman of the City Council Committee on Police and Fire, or its successor committee, Public Safety to address problems or deficiencies or make improvements in such policies, practices, programs, and training;

(Omitted text is unaffected by this ordinance.)

2-56-241 Appearance Before Committee.

Within 45 days of issuance of the annual report required in Section 2-56-240(b), the Public Safety Deputy or their ~~his~~ designee shall appear at a hearing of ~~the~~ a joint City Council Committee consisting of the Committee on Police and Fire and the Committee on Public Safety, or their respective successor committees, to respond to questions concerning such report.

2-56-245 Response To Recommendations By The Public Safety Deputy.

If the Public Safety Deputy's report includes recommendations concerning the Police Department, the Police Board, the Office, or another City department or agency, that entity must submit a written response to such recommendation within 60 days of its receipt of the Public Safety Deputy's report. The response shall include either (1) a description of any corrective or other actions taken or to be taken in response to the recommendation, (2) the basis for rejecting the recommendation in whole or in part, or (3) a request for a 30-day extension for making its response if additional time is needed by the entity to respond to the recommendation. In addition, at the request of at least three aldermen, the Chairman of the City Council Committee on Police and Fire, or its successor committee, Public Safety shall request that the head of the department or agency in question, or their designee, appear at a hearing of a joint City Council Committee consisting of the Committee on Police and Fire and the Committee on Public Safety, or their respective successor committees, to explain and respond to questions concerning such response.

2-56-250 Publication Of The Public Safety Deputy's Reports And Responses To The Public Safety Deputy's Recommendations.

Upon receipt of the response(s) to its reports and recommendations, the Public Safety Deputy shall promptly post the report and recommendations and all responses thereto on the Public Safety Deputy's website for public review and serve copies on the Mayor, or their ~~his~~ designee, the Chair of the City Council Committee on Police and Fire, or its successor committee, and the ~~Chairman~~ of the City Council Committee on Public Safety, or its successor committee, except to the extent that information contained therein has been redacted because it is exempted from disclosure by the Illinois Freedom of Information Act or any other applicable law.

Neither the Public Safety Deputy nor the Police Department, the Police Board, or the Office shall publicly disclose any recommendations or responses provided in Section 2-56-240(a) and Section 2-56-245 before the processes set forth in Section 2-56-245 are completed.

(Omitted text is unaffected by this ordinance.)

2-56-280 Public Safety Deputy -- Conditions For Removal From Office.

Prior to serving a complete term, the Public Safety Deputy may be removed only for cause and in accordance with this section. The Inspector General shall give written notice to the Mayor, the ~~Chairman~~ of the City Council's Committee on Police and Fire, or its successor committee, ~~Public Safety,~~ and the Public Safety Deputy of their ~~his~~ intent to remove the Public Safety Deputy and stating the reasons for the proposed removal. Within ten days after receipt of the notice, the Public Safety Deputy may file with the Mayor and the ~~Chairman~~ of the City Council's Committee on Police and Fire, or its successor committee, ~~Public Safety~~ a request for hearing on the cause for removal. If no such request is made within ten days, the Public Safety Deputy shall be deemed to have resigned their ~~his or her~~ office as of the tenth day after receipt of the notice of intended removal. If such a request is made, the ~~Chairman~~ of the City Council's ~~Committee on Police and Fire, or its successor committee,~~ ~~Public Safety~~ shall convene a hearing on the cause for removal of the Public Safety Deputy, at which the Public Safety Deputy may appear, be represented by counsel, and be heard. The hearing shall be convened within 21 days after receipt of the request for the hearing and conclude within 35 days thereafter. The Inspector General's notice of intended removal shall constitute the charge against the Public Safety Deputy. Removal of the Public Safety Deputy for cause after the hearing shall require the approval of the City Council.

SECTION 2. Chapter 2-78 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

2-78-120 Office And Chief Administrator -- Powers And Duties.

The Office and Chief Administrator shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

(m) Based on information obtained through investigations conducted pursuant to this section, to recommend to the Superintendent, the ~~Chairman~~ of the City Council Committee on Police and Fire, or its successor committee, ~~Public Safety~~, the Police Board, and the Commission revisions to the Police Department's policies, practices, collective bargaining agreements, programs, and training in order to improve the accountability, effectiveness, integrity, and transparency of the Police Department;

(Omitted text is unaffected by this ordinance.)

2-78-130 Decisions, Recommendations.

(Omitted text is unaffected by this ordinance.)

(b) Policy, Program, And Practices Recommendations. If the Chief Administrator issues a recommendation or report to the Superintendent concerning a policy, program, or practice of the Police Department, the Superintendent shall respond to such recommendation or report within 60 days of receipt. Such response shall include a description of the actions the Superintendent has taken or is planning to take, if any, with respect to the issues raised in the report or recommendation. If the Superintendent declines to implement one or more of the Chief Administrator's recommendations, such response shall explain the reasons for doing so. In addition, at the request of at least three aldermen, the ~~Chairman~~ of the City Council Committee on Police and Fire, or its successor committee, ~~Public Safety~~ shall request that the Superintendent or their ~~his~~ designee appear at a hearing of the Committee on Police and Fire, or its successor committee, ~~Public Safety~~ to explain and respond to questions concerning such response.

(Omitted text is unaffected by this ordinance.)

2-78-135 Investigations Not Concluded Within Six Months.

If the Office does not conclude an investigation of alleged misconduct within six months after its initiation, the Chief Administrator shall notify, within five days after the end of the six-month period, the Mayor or their ~~his~~ designee, the Superintendent, the ~~Chairman~~ of the City Council Committee on Police and Fire, or its successor committee, Public Safety, the complainant, and the employee named in the complaint, or their ~~his or her~~ counsel, of the general nature of the complaint or information giving rise to the investigation and the reasons for the Office's failure to complete the investigation within six months. Thereafter, the Office shall provide an update to such notice, including the same information and notification to the same individuals, every six months until the investigation is completed.

(Omitted text is unaffected by this ordinance.)

2-78-150 Quarterly And Annual Reports To Legislative And Executive Branches.

(a) Quarterly Reports. No later than the fifteenth day of, April, July and October of each year, the Chief Administrator shall post on the Office website for public review and file with the Mayor or their ~~his~~ designee, the Superintendent, the ~~Chairman~~ of the City Council Committee on Police and Fire, or its successor committee, Public Safety, and the ~~office~~ of the City Clerk, a quarterly report providing information based on data through the end of the preceding month on: (1) the number of investigations initiated during that quarterly reporting period; (2) the number of investigations concluded during that quarterly reporting period, and of those investigations, the number that took more than six months to conclude; (3) the number of investigations pending as of the end of that quarterly reporting period; (4) the number of complaints not sustained during that quarterly reporting period; (5) the number of complaints sustained during that quarterly reporting period; (6) the number of complaints filed as to each Police Department district during the quarterly reporting period; (7) without identifying any individual police officer, the number of complaints filed against each police officer in each Police Department district during the quarterly reporting period; and (8) the number of complaints referred to other agencies during the quarterly reporting period and the identity of such other agencies. Such quarterly reports shall also summarize any reports or recommendations issued to the Superintendent concerning the policies, programs, and practices of the Police Department, and the Superintendent's response to such reports or recommendations.

(b) Annual Reports. No later than the fifteenth day of February of each year, the Chief Administrator shall post on the Office's website for public review and file with the Mayor or their ~~his~~ designee, the Superintendent, the ~~Chairman~~ of the City Council Committee on Police and Fire, or its successor committee, Public Safety, the ~~Office~~ of the City Clerk, and the Deputy Inspector General for Public Safety, an annual report providing information based on data during the prior calendar year on: (1) the number of investigations initiated during the prior calendar year; (2) the number of investigations concluded during the prior calendar year, and of those investigations, the number that took more than six months to conclude; (3) the number of investigations pending as of the

last day of the prior calendar year; (4) the number of complaints not sustained during the prior calendar year; (5) the number of complaints sustained during the prior calendar year; (6) the number of complaints filed as to each Police Department district during the prior calendar year; (7) without identifying any individual police officer, the number of complaints filed against each police officer in each Police Department district during the prior calendar year; and (8) the number of complaints referred to other agencies during the prior calendar year and the identity of such other agencies.

(Omitted text is unaffected by this ordinance.)

2-78-151 Appearance Before Committee.

Within 45 days of issuance of the quarterly or annual report required in Section 2-78-150, the Chief Administrator or their ~~his~~ designee shall appear at a hearing of the City Council Committee on Police and Fire, or its successor committee, ~~Public Safety~~ to respond to questions concerning such report.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Chapter 2-80 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

2-80-040 Commission -- Composition And Qualifications.

(Omitted text is unaffected by this ordinance.)

(4) Within 30 days after receiving the list of nominees, the Mayor shall either appoint a candidate from the list to the Commission, or provide the Nominating Committee with a written explanation as to why the Mayor declined to appoint a candidate. The Nominating Committee shall make this written explanation publicly available on the Commission's website within three business days after receipt, and shall then, within 30 days after the Mayor's declination, submit to the Mayor a new list of two nominees for each vacancy or expiring term. This new list of nominees shall not include a candidate from any prior list submitted to the Mayor to fill the current existing vacancy or expiring term. Within 30 days after receiving the new list of candidates, the Mayor shall either appoint a candidate, or decline to appoint a candidate, as described in this section.

This process shall continue until the Mayor appoints a candidate for consideration by the City Council Committee on Police and Fire, or its successor committee, Public Safety and subsequent City Council approval. If the City Council rejects the Mayor's appointed candidate, within 30 days thereafter the Mayor shall either appoint a different candidate from the most recent list submitted by the Nominating Committee, or request that the Nominating Committee provide two new nominees. This process shall continue until the City Council confirms a candidate appointed by the Mayor.

(Omitted text is unaffected by this ordinance.)

(e) Removal From Office. A Commissioner may only be removed for Just Cause either at the discretion of the Mayor or by the City Council, upon a majority vote of the members of the Committee on Police and Fire, or its successor committee, Public Safety and then a two-thirds vote of all members of the City Council. Before directing a removal, the Mayor shall provide written notice of such intent to the ~~Chairman~~ of the Committee on Police and Fire, or its successor committee, Public Safety, who, within 30 days of the date of said notice, may convene a meeting of the Committee on Police and Fire, or its successor committee, Public Safety to adopt a resolution overriding the intended removal, which must be passed by a two-thirds majority vote of the City Council to be effective. The Mayor or City Council must provide written notice that describes with specificity the reason for removal to the affected Commissioner.

(Omitted text is unaffected by this ordinance.)

2-80-050 Commission -- Powers And Duties.

The Commission shall have the following powers and duties:

(Omitted text is unaffected by this ordinance.)

(g) Review and provide input to the Chief Administrator, Public Safety Inspector General, Superintendent, Police Board, and other City departments and offices, including the Mayor, City Council Committee on Police and Fire, or its successor committee, Public Safety, and Corporation Counsel on the police accountability system, police services, and Department policies and practices of significance to the public;

(Omitted text is unaffected by this ordinance.)

2-80-080 Superintendent, Chief Administrator And Police Board -- Selection; Appointment.

(Omitted text is unaffected by this ordinance.)

After the Mayor has appointed and submitted to the City Council a candidate for Superintendent, but before the City Council Committee on Police and Fire, or its successor committee, Public Safety has held a hearing on the appointment, the Commission shall hold a public hearing at which the candidate shall appear and answer questions from the Commission and from members of the public. At the hearing, the Commission shall also provide time for public comment on the candidate. Before the public hearing, the Commission shall provide on its website an opportunity for members of the public to register questions for and comments about the candidate, and shall make publicly available a written explanation of why the Commission nominated this candidate.

(Omitted text is unaffected by this ordinance.)

(b) Chief Administrator. The Chief Administrator shall be appointed by the Commission subject to City Council approval. When a vacancy occurs or is anticipated in the position of Chief Administrator, the Commission shall engage a nationally recognized organization with expertise in government oversight to perform a nationwide search and identify at least ten candidates. The Commission shall select a Chief Administrator from among the candidates identified in this process. Such candidates shall fulfill the qualifications in Section 2-78-115. The Commission shall select the candidate it deems most qualified and publish its selection on its website. The Mayor shall have the opportunity to provide written input on the Commission's selection before its referral to the City Council Committee on Police and Fire, or its successor committee, Public Safety. The Commission's selected candidate shall be referred to the City Council Committee on Police and Fire, or its successor committee, Public Safety for a hearing, and shall then be subject to City Council approval. If the City Council rejects the Commission's selected candidate, within 30 days thereafter the Commission shall select a new candidate.

(Omitted text is unaffected by this ordinance.)

(d) The Mayor's selection of a candidate in subsections (a) or (c), shall be referred to the City Council Committee on Police and Fire, or its successor committee, Public Safety for a hearing, and shall then be subject to City Council approval. If the City Council rejects the Mayor's selected candidate, within 30 days thereafter the Mayor shall either select a different candidate from the most recent list submitted by the Commission, or request that the Commission provide three new candidates.

2-80-090 Superintendent, Police Board And Chief Administrator -- Vote Of No Confidence; Removal.

(Omitted text is unaffected by this ordinance.)

If the Commission adopts a resolution of no confidence in the Superintendent, a Police Board member, or the Chief Administrator, the City Council Committee on Police and Fire, or its successor committee, ~~Public Safety~~ shall hold a hearing within 14 days at which it shall consider and vote on whether to recommend that the affected party be removed for Just Cause. If the affected party requests to appear at the hearing, they shall be given an opportunity to speak and to respond to questions from Committee members. If a majority of the members of the Committee on Police and Fire, or its successor committee, ~~Public Safety~~ votes in the affirmative to recommend that the affected party be removed, then the City Council shall consider and vote on whether to recommend that the affected party be removed or, in the case of the Chief Administrator, whether to remove. The City Council shall meet for this purpose either within 30 days of the Commission's vote of no confidence, or at the next regular meeting of the City Council.

(Omitted text is unaffected by this ordinance.)

2-80-190 Consent Decree -- Update And Public Input.

(a) The Law Department shall provide a monthly written update to the Commission and to the City Council Committee on Police and Fire, or its successor committee, ~~Public Safety~~ describing any court-ordered changes to the scope of the Consent Decree since the previous update, if there have been any such changes.

(Omitted text is unaffected by this ordinance.)

SECTION 4. Chapter 2-84 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

(Omitted text is unaffected by this ordinance.)

2-84-030 Police Board -- Powers And Duties.

(Omitted text is unaffected by this ordinance.)

The ~~Board's~~ board's power to adopt rules and regulations for the governance of the ~~Police Department~~ police department does not include authority to administer or direct the operations of the ~~Police Department~~ police department or ~~Superintendent of Police~~ superintendent of police, except as provided in Section 12.1 of "An Act to regulate the civil service of cities" approved March 20, 1895, as amended. The ~~Board~~ board in its discretion shall have the authority to make recommendations to the ~~Superintendent of Police~~ superintendent of police and to the ~~chairman of the city council committee on public safety or its successor committee~~ the Chair of the City Council Committee on Police and Fire, or its successor committee, concerning revisions in policy and operating procedures to increase the efficiency of the ~~Police Department~~ department of police. Such recommendations shall be posted on the ~~Police Board~~ police board website within two business days of the date on which such recommendation is made to the ~~Superintendent~~ superintendent and shall remain posted on such website for a period of at least two years.

(Omitted text is unaffected by this ordinance.)

2-84-053 Authority To Enter Into Task Force Agreements.

In addition to any other authority provided in this Code, the ~~Superintendent of Police~~ superintendent of police shall have the authority to enter into agreements to form law enforcement task forces, agreements to deputize certified law enforcement personnel, and other cooperative agreements, with the following law enforcement agencies: United States Drug Enforcement Administration; Federal Bureau of Investigation; Illinois Department of State Police; Illinois Attorney General; United States Department of Justice; United States Department of Justice, Bureau of Alcohol, Tobacco and Firearms; State's Attorney of Cook County; and other law enforcement agencies determined by the ~~Superintendent of Police~~ superintendent of police to be necessary for the fulfillment of law enforcement functions. The ~~Superintendent~~ superintendent is also authorized to enter into agreements with public or private entities concerning placement, installation, maintenance or use of video, audio, telecommunications, or other similar equipment. The location of any camera or antenna permanently installed pursuant to any such agreement shall be determined pursuant to joint review and approval with the ~~Executive Director of Emergency Management and Communications~~ executive director of emergency management and communications. Agreements entered into pursuant to this section shall be subject to approval by the ~~Corporation Counsel~~ corporation counsel as to form and legality. Such agreements may contain provisions to indemnify or hold harmless participating agencies and their personnel in connection with the purposes of the task force or other agreement. The agreements may not authorize the deployment of ~~City~~ city personnel or use of ~~City~~ city equipment unless the ~~City Council~~ city council has duly appropriated funds for such personnel and equipment. The ~~Superintendent of Police~~ superintendent of police shall notify the ~~chairman of the city council committee on public safety or its successor committee~~ the Chair of the City Council Committee on Police and Fire, or its successor committee, with respect to multi-jurisdictional agreements entered into in accordance with this section.

(Omitted text is unaffected by this ordinance.)

2-84-197 Quarterly Reports On Murders And Murder Clearance Rates.

On a quarterly basis, if a request is made by the Chairman of the Committee on Police and Fire, or its successor committee, Public Safety, the superintendent or his the Superintendent or their designee shall appear before such Committee the Committee on Public Safety to report on, and answer questions concerning, the number of murders in the City and the City's murder clearance rate during the preceding quarter.

2-84-198 Hearings On Consent Decree Reports By The Independent Monitor.

Within 60 days of the filing of a written public report of the status of the consent decree by the independent monitor, the Chairman of the Committee on Police and Fire, or its successor committee, Public Safety shall convene a meeting of such Committee the Committee on Public Safety. The Superintendent of the Chicago Police Department, the Chief Administrator of the Civilian Office of Police Accountability, the President of the Police Board, and the Corporation Counsel or their respective designees, shall appear before the committee to report on, and answer questions concerning, the independent monitor's report.

(Omitted text is unaffected by this ordinance.)

SECTION 5. This ordinance is intended to clarify, rather than to change, existing law to reflect the establishment of the Committee on Police and Fire, and the respective jurisdictions of the Committee on Public Safety and the Committee on Police and Fire under the resolution approving the City Council Rules of Order and Procedure for 2023 -- 2027 Term, adopted by City Council on May 24, 2023, as published in the *Journal of the Proceedings of the City Council of the City of Chicago* of such date at pages 23 through 50 (the "2023 -- 2027 Rules of Order").

SECTION 6. The Corporation Counsel shall take all necessary steps to request any update to the Consent Decree entered into between the State of Illinois and the City of Chicago on January 31, 2019 (17-cv-6260) to substitute any references to the Committee on Public Safety with references to the Committee on Police and Fire to reflect the respective jurisdictions of such Committees under the 2023 -- 2027 Rules of Order and this ordinance.

SECTION 7. This ordinance shall take effect upon passage and approval.

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

[O2023-2312/SO2023-0001357]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a proposed substitute ordinance concerning an Annual Appropriation Ordinance Year 2023 amendment within Fund Number 925 (SO2023-0001357), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Cultural Affairs and Special Events has been awarded federal pass-through COVID-19 grant funds by the Illinois Department of Commerce and Economic Opportunity in the amount of \$500,000 for the Taste of Chicago program; and

WHEREAS, The City through its Department of Family and Supprt Services ("DFSS") has been awarded federal pass-through COVID-19 grant funds by the Illinois Department on Aging in the amount of \$72,000 for the Long-Term Care Ombudsman Program – CMP program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds by the Illinois Department of Human Services in the amount of \$3,931,000 for the Emergency and Transitional Housing program; and

WHEREAS, The City through its Department of Transportation has been awarded federal pass-through grant funds by the Illinois Emergency Management Agency in the amount of \$469,000 for the Hazard Mitigation program; now, therefore,

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

SECTION 1. The amount of \$4,972,000 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	\$1,580,040,000	\$1,580,612,000				
	Awards from Agencies of the Federal Government	2,107,093,000	2,107,562,000				
	Awards from Agencies of the State of Illinois	831,656,000	835,587,000				
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)
23	Department Of Culture Affairs And Special Events: Taste of Chicago		\$500,000				\$500,000

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)
50	Department Of Family And Support Services:						
	Long-Term Care Ombudsman Program -- CMP		\$ 72,000			\$ 72,000	
	Emergency and Transitional Housing	\$5,951,000	9,882,000			\$5,951,000	9,882,000
84	Department Of Transportation:						
	Hazard Mitigation		469,000				469,000

TRANSFER OF FUNDS WITHIN COMMITTEE ON ENVIRONMENTAL
PROTECTION AND ENERGY FOR YEAR 2023.

[O2023-0003010]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 19, 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 funds within the Committee on Environmental Protection and Energy for Year 2023, begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred by a viva voce vote of the members of the committee present.

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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
Personnel	0100	0152257	0000	\$50,000

TO:

Purpose	Fund	Code/ Department	Account	Amount
Commodities and Materials	0100	0152257	0300	\$10,000
Equipment	0100	0152257	0400	\$30,000
Contingencies	0100	0152257	0700	\$10,000

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 Environmental Protection and Energy during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

AMENDMENT OF REGULATIONS GOVERNING ADMINISTRATION OF
CLASSIFICATION PLAN AND EMPLOYEE BENEFITS FOR CLASSIFIED
POSITIONS.

[R2023-0003064]

The Committee on the Budget and Government Operations submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on the Budget and Government Operations, having had under consideration a resolution concerning a resolution concerning an amendment to the Salary Resolution regarding lateral and retire agreement, health benefits, salary adjustments, and salary schedule IT, begs leave to report and recommend that Your Honorable Body *Adopt* the resolution transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

(Signed) JASON C. ERVIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderperson Lopez -- 1.

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

The following is said resolution as adopted:

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

SECTION 1. The Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance ("the Salary Regulations") are hereby amended by deleting the language struck through, and by adding the underscored text, as follows:

Regulations Governing The Administration Of The Classification Plan And Employee Benefits for Classified Positions Set Forth In The Annual Appropriation Ordinance.

(Omitted text is unaffected by this resolution.)

B. Adoption And Definition Of The Compensation Plan.

(Omitted text is unaffected by this resolution.)

(7) Continuity Of Service.

(Omitted text is unaffected by this resolution.)

Non-seasonal employees who work a minimum of eighty (80) hours per month shall be credited with continuity of service for the time worked.

"The Chicago Police Department Lateral and Rehire Agreement" is incorporated into this "Regulations Governing the Administration of the Classification Plan and Employee Benefits for Classified Positions set forth in the Annual Appropriation Ordinance" ("the Salary Regulations") and made a part hereof. A copy of the "Chicago Police Department Lateral and Rehire Agreement" is on file with the City Clerk.

"The Chicago Police Department Lateral and Rehire Agreement" allows for the re-employment of former sworn Chicago Police Department members, as well as adjusted salary schedules for lateral hires from other sworn law enforcement agencies.

Notwithstanding any provision in the Salary Regulations to the contrary, all terms of the "Chicago Police Department Lateral and Rehire Agreement," shall apply only to former sworn police officers who resigned from the Chicago Police Department who are seeking to be rehired by the Chicago Police Department and lateral hires from other law enforcement agencies seeking to be hired by the Chicago Police Department.

(8) Health And Welfare Coverage.

(Omitted text is unaffected by this resolution.)

Notwithstanding the preceding paragraph, in the case of insured health and welfare coverage, including a fully insured HMO, the City Comptroller or his designee is authorized to enter into and execute such applications for any related insurance policies or contracts provided that such policies and contracts have been filed with and approved by the appropriate state department of insurance or other regulatory authority with jurisdiction over such matters, as and to the extent such filing and approval are required by applicable law or regulation.

The open enrollment period (that time when an employee can change coverage, carriers or HMO programs) shall be designated by the City Comptroller except for new full-time employees who shall be eligible for coverage on the first of the month following date of commencement of employment. Coverage shall terminate on the last ~~date worked~~ day of employment, subject to any legally required extensions of ~~coverage~~. In compliance with the Public Health Service Act (PHSA), 42 USCS 88 300bb-1-8, a terminated employee shall be offered the opportunity to elect continuation coverage beginning as of the date that coverage is terminated. With respect to an employee whose last day worked is other than the last day of the month, if such employee or the employee's dependents timely elect continuation coverage under the Public Health Services Act, the premium that the employee or any such dependents shall pay for such continuation of coverage through the remainder of the month shall be the balance due for that month at the regular active employee rate, taking into account any amounts the employee has already paid through payroll deductions. Thereafter, starting the first day of the following month, the required premium shall be the maximum amount permitted under the PHSA.

Where more than one member of a family is employed by the City, no duplication of coverage shall be allowed, including for dependents. An employee or dependent can be covered by only one City-paid health and welfare coverage plan.

(Omitted text is unaffected by this resolution.)

C. Application And Interpretation Of The Employee Benefit And Compensation Plan.

(1) Starting Rate On Initial Employment.

Initial appointments to any positions shall be made at the entrance rate of the salary range prescribed for the applicable class grade. In exceptional cases for special rate positions, upon recommendation by the department head and approval of the Commissioner of Human Resources, the Budget Director and the Chairman of the Committee on ~~Workforce Development and Audit~~ the Budget and Government Operations of the City Council, initial appointment may be made at a rate above the normal entrance rate. Entrance above the normal entrance rate shall be based on the outstanding and unusual character of the applicant's education, experience and training over and above the minimum qualifications specified for the class.

(Omitted text is unaffected by this resolution.)

(7) Limitation Of Salary Adjustments.

Personnel actions which result in increases in pay by means of advancement within a salary range, reclassification of position, or change of class grade or position shall

be made as set forth herein, provided that no employees shall receive the benefit of more than two such actions in any calendar year, unless a supplemental action is recommended by the department head and is approved by the Commissioner of Human Resources, the Budget Director and the ~~Chairmen~~ Chairman of the Committees on the Budget and Government Operations and ~~Workforce Development and Audit~~ of the City Council.

(Omitted text is unaffected by this resolution.)

SECTION 2. The Classification and Pay Plan and the Salary Schedules thereto set forth in the Annual Appropriation Ordinance is hereby amended by adding a new Schedule IT between the existing Schedule I and Schedule J, as follows:

Salary Schedule For Non-Represented IT Lead, Supervisory
And Management Staff Salary Plan.

Schedule IT

Class Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
	Entry Rate 12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	12 Months	Maximum Rate
1 Annual Monthly	104,580 8,715	113,244 9,437	117,840 9,820	121,404 10,117	125,088 10,424	127,608 10,634	130,152 10,846	132,780 11,065	135,456 11,288
2 Annual Monthly	113,244 9,437	117,840 9,820	121,404 10,117	125,088 10,424	132,780 11,065	135,456 11,288	139,596 11,633	142,404 11,867	145,248 12,104
3 Annual Monthly	117,840 9,820	125,088 10,424	132,780 11,065	135,456 11,288	138,180 11,515	140,976 11,748	145,248 12,104	148,140 12,345	151,452 12,621
4 Annual Monthly	123,864 10,322	132,780 11,065	140,976 11,748	145,248 12,104	149,616 12,468	154,164 12,847	157,284 13,107	160,428 13,369	163,656 13,638
5 Annual Monthly	126,156 10,513	142,116 11,843	151,452 12,621	158,076 13,173	163,224 13,602	167,412 13,951	170,964 14,247	174,048 14,504	176,760 14,730
6 Annual Monthly	144,216 12,018	162,996 13,583	173,988 14,499	181,788 15,149	187,836 15,653	192,780 16,065	196,968 16,414	200,580 16,715	203,772 16,981
7 Annual Monthly	154,980 12,915	174,192 14,516	185,436 15,453	193,416 16,118	199,596 16,633	204,660 17,055	208,932 17,411	212,628 17,719	215,892 17,991

SECTION 3. This resolution shall be effective upon passage and approval.

COMMITTEE ON CONTRACTING OVERSIGHT AND EQUITY.

AMENDMENT OF SECTION 2-92-955 OF MUNICIPAL CODE BY EXTENDING EXPIRATION DATE OF PILOT PROGRAM GOAL FOR LOCAL VETERAN-OWNED SMALL LOCAL BUSINESSES PARTICIPATION UNTIL JULY 31, 2026.

[O2023-0001210]

The Committee on Contracting Oversight and Equity submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Contracting Oversight and Equity, having under consideration an ordinance introduced by Alderpersons Conway, Villegas and Taliaferro (which was referred on June 21, 2023) to amend Section 2-92-955 of the Municipal Code regarding extension of the Pilot Program Goal for local Veteran-Owned Small Businesses from July 31, 2023 to July 31, 2026, begs leave to recommend that Your Honorable Body *Pass* the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on Contract Oversight and Equity on July 14, 2023.

Respectfully submitted,

(Signed) EMMA M. MITTS,
Chair.

On motion of Alderperson Mitts, 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, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-92-955 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

2-92-955 Veteran-Owned Small Local Businesses Participation Goal Pilot Program.

(Omitted text is unaffected by this ordinance.)

(f) Expiration. This section shall expire on July 31, ~~2023~~ 2026.

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

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

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

[A2023-0001266]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Paul F. Loaiza as a member of Special Service Area Number 8, the Lakeview East Commission (A2023-0001266), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Paul F. Loaiza as a member of the Lakeview East Commission (Special Service Area Number 8) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Lorraine J. Rieff-Liakouras as a member of Special Service Area Number 16, the Greektown/Halsted Commission (A2023-0001269), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Lorraine J. Rieff-Liakouras as a member of the Greentown/Halsted Commission (Special Service Area Number 16) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF JOHN L. BUCKSBAUM AS MEMBER OF CENTRAL LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 17).

[A2023-0001271]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of John L. Bucksbaum as a member of Special Service Area Number 17, the Central Lakeview Commission (A2023-0001271), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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. Bucksbaum as a member of the Central Lakeview Commission (Special Service Area Number 17) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001270]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Eric J. Kirsammer as a member of Special Service Area Number 17, the Central Lakeview Commission (A2023-0001270), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Eric J. Kirsammer as a member of the Central Lakeview Commission (Special Service Area Number 17) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF XAVIER ZENNINGER AS MEMBER OF ANDERSONVILLE COMMISSION (SPECIAL SERVICE AREA NO. 22).

[A2023-0001272]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the appointment of Xavier Zenninger as a member of Special Service Area Number 22, the Andersonville Commission (A2023-0001272), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Xavier Zenninger as a member of the 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001275]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Holly S. Lodarek as a member of Special Service Area Number 23, the Clark Street/ Lincoln Park Commission (A2023-0001275), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Holly S. Lodarek as a member of the Clark Street/Lincoln Park Commission (Special Service Area Number 23) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

REAPPOINTMENT OF STEVE A. QUICK AS MEMBER OF CLARK STREET/
LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).

[A2023-0001273]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Steve A. Quick as a member of Special Service Area Number 23, the Clark Street/Lincoln Park Commission (A2023-0001273), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Steve A. Quick as a member of the Clark Street/ Lincoln Park Commission (Special Service Area Number 23) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001277]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Luis A. Monje as a member of Special Service Area Number 27, the West Lakeview Commission (A2023-0001277), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Luis A. Monje as a member of the West Lakeview Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001278]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the appointment of Lindsey Wurz as a member of Special Service Area Number 29-2014, the West Town Commission (A2023-0001278), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Lindsey Wurz as a member of the West Town Commission (Special Service Area Number 29-2014) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001280]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Benjamin E. Hamm as a member of Special Service Area Number 35-2015, the Lincoln Avenue Commission (A2023-0001280), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Benjamin E. Hamm as a member of the Lincoln Avenue Commission (Special Service Area Number 35-2015) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

APPOINTMENT OF ERICK VALDEZ AS MEMBER OF BRIGHTON PARK/ARCHER HEIGHTS COMMISSION (SPECIAL SERVICE AREA NO. 39).

[A2023-0001282]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the appointment of Erick Valdez as a member of Special Service Area Number 39, the Brighton Park/Archer Heights Commission (A2023-0001282), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Erick Valdez as a member of the Brighton Park/Archer Heights Commission (Special Service Area Number 39) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001291]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Don B. Klugman as a member of Special Service Area Number 48, the Old Town Commission (A2023-0001291), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Don B. Klugman as a member of the Old Town Commission (Special Service Area Number 48) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001290]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of Caroline O. Shoenberger as a member of Special Service Area Number 48, the Old Town Commission (A2023-0001290), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Caroline O. Shoenberger as a member of the Old Town Commission (Special Service Area Number 48) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001292]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the reappointment of David A. Israel as a member of Special Service Area Number 75, the Oak Street Commission (A2023-0001292), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 David A. Israel as a member of the Oak Street Commission (Special Service Area Number 75) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[A2023-0001293]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, recommends *Approval* of the appointment of Angela Taylor as a member of Special Service Area Number 77, the West Garfield Park Commission (A2023-0001293), introduced on June 21, 2023 by the Honorable Brandon Johnson, 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 Angela Taylor as a member of the West Garfield Park Commission (Special Service Area Number 77) 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

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

[O2023-0001383]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, having had under consideration an ordinance in support of a

Cook County Class 6(b) tax incentive for the property at 4510 West Ann Lurie Place (O2023-0001383), introduced on June 21, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, RLP III Pulaski 55 Owner LLC, a Delaware limited liability company (the "Applicant"), intends to purchase certain real estate located generally at 4510 West Ann Lurie Place, Chicago, Illinois 60632, as further described on Exhibit A hereto (the "Subject Property") from 4530 District Boulevard, Inc., an Illinois corporation; and

WHEREAS, The Applicant intends to construct an approximately 147,500-square-foot industrial facility located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to retain and create new jobs and increase the City's tax base through the construction and occupancy of a new industrial facility on the Subject Property; and

WHEREAS, The Applicant intends to lease the Subject Property to a future to be named tenant who will use the Subject Property as an industrial warehouse; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 2 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and (ii) the Midway Industrial Corridor Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is

located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. 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, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

*SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description Of Subject Property:

Lots 1 and 2 in RHD Subdivision, being a subdivision of part of Lot "B" in Circuit Court Partition of the south half and that part of the northwest quarter lying south of the Illinois and Michigan Canal Reserve of Section 3, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois according to the plat of recorded March 5, 2004 as Document Number 0406503069, in Cook County, Illinois.

Common Address:

4510 West Ann Lurie Place
Chicago, Illinois 60632.

Permanent Real Estate Tax Index Numbers (PINs)
For The Subject Property:

19-03-400-206-0000;

19-03-400-219-0000;

19-03-400-218-0000;

19-03-400-203-0000; and

19-03-400-205-0000.

* Editor's Note: Numbering sequence error; Section 6 repeated in original document.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement
With RLP III Pulaski 55 Owner LLC.*

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

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PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	____, 2023
Developer (preamble)	RLP III PULASKI 55 Owner, LLC, a Delaware limited liability company
Project (Recitals)	Construction of an approximately 147,500 square foot industrial facility located on the Property.
Ordinance Date (Recitals)	____, 2023
Commencement Date (3.01)	October 1, 2023
Completion Date (3.01)	October 31, 2024
Minimum Project Investment (4.01)	\$25,039,501.00, see Project Budget
Trade Names (4.03)	[INSERT TRADE NAMES OR COMPANIES]
Certificate Deadline (6.05)	____, 2025
Notice Addresses (13.14)	<p><u>If to the Developer:</u> RLP III PULASKI 55 Owner, LLC, a Delaware limited liability company, 9830 Colonnade Boulevard, Suite 600, San Antonio, Texas, 78230-2239, Attention: Legal Department</p> <p><u>If to the City:</u> 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.

RLP III PULASKI 55 Owner, LLC,
a Delaware limited liability company

By: RLP III Pulaski 55 Investor, LLC,
a Delaware limited liability company, its managing member

By: US Regional Logistics Program III, L.P.,
a Delaware limited partnership, its sole member

By: US RLP III GP, LLC,
a Delaware limited liability company, its general partner

By: Affinius Capital Advisors, LLC,
a Texas limited liability company,
its sole member

By: Affinius Capital, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

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 _____, personally known to me to be the _____ of Affinius
 Capital, LLC, a Delaware limited liability company, the sole member of Affinius Capital Advisors, LLC, a
 Texas limited liability company, the sole member of US RLP III GP, LLC, a Delaware limited liability
 company, the general partner of US Regional Logistics Program III, L.P. the sole member of RLP III Pulaski
 55 Investor, LLC, a Delaware limited liability company, the managing member of RLP III PULASKI 55 Owner,
 LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same
 person whose name is subscribed to the foregoing instrument, appeared before me this day in person
 and acknowledged that 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 signed, sealed, and delivered said instrument, pursuant to the
 authority given to him by City, as his 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. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Chapter 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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

SECTION 2. DEFINITIONS

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

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

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

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Facility" shall mean the approximately 147,500 square foot industrial building located on the Property.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

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

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tax Incentive" shall mean the Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form showing the Developer as the insured and noting the recording of this Agreement as an encumbrance against the Property issued by a 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 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

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

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by a title company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents, and showing evidence of the recording of this Agreement. 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.

4.03 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

4.04 Lease. If applicable, the Developer must have provided the City with a copy of any existing lease with Tenant evidencing that Tenant has leased the Property. In addition, Developer agrees to

provide any such leases that are executed subsequent to the Agreement Date to the City within thirty days of its execution.

4.05 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.

4.06 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.07 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.

4.08 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.

4.09 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

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

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

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

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent under any

agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without 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 Developer's business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to cause the Tenant to operate the Facility for industrial purposes, such as warehousing, distribution, manufacturing, etc., in a manner consistent with the Cook County 6b Tax

Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to cause the Tenant to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 35 full-time equivalent (minimum of 35 hours per week), construction jobs shall be created by Developer within six (6) months of the Commencement Date; and not less than 35 additional full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 35 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

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

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

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

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

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program,

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

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

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

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in writing, at which time

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

6.16 FOIA and Local Records Act Compliance.

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

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

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

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, 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 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

- (a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;
- (b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;
- (c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings

are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

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.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

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

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

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

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

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

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

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

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

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

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

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

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

12.14 Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

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

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

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

12.18. Business Relationships. The 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" (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 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) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with RLP III Pulaski 55 Owner LLC constitutes Exhibit "A" to ordinance printed on page 1810 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with RLP III Pulaski 55 Owner LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement
With RLP III Pulaski 55 Owner LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$25,039,501.00
Hard Construction Costs:	11,029,736.00
M/WBE Targets (Based on Hard Costs):	
MBE	\$ 2,887,398.00 (26.18 percent)
WBE	678,172.00 (6.15 percent)
Total M/WBE Budget:	\$ 3,565,570.00

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement
With RLP III Pulaski 55 Owner LLC)

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 Employers 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 Tax Incentive Classification Redevelopment Agreement
With RLP III Pulaski 55 Owner LLC)

Annual Compliance Report.

RLP III Pulaski 55 Owner LLC, A Delaware Limited Liability Company.

Agreement Dated As Of July ___, 2023.

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, RLP III Pulaski 55 Owner LLC ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than seventy-five percent (75%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09).
- Provide evidence of payment of Non-Governmental Charges (Section 6.13).
- Compliance with all executory provisions of the RDA.

- (b) Certify Developer's compliance or noncompliance with such obligations.
 - The Project is in operation.
 - The Property is [Insert Percentage] occupied.
 - The Project has [Insert Number] FTE jobs.
- (c) Attach evidence of such compliance or noncompliance.
- (d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements.
 - Developer hereby certifies that the project is not in default with any provisions of the Agreement.

Attachments.

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

RLP III Pulaski 55 Owner LLC,
a Delaware limited liability company

[Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment
Agreement With RLP III Pulaski 55 Owner LLC)

Construction Compliance.

Agreements With Contractors.

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

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

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

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

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that $\frac{1}{20}$ of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result

in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on

the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

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

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

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

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

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

[O2023-0001378]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, having had under consideration an ordinance in support of a Cook County Class 6(b) tax incentive for the property at 3815 South Ashland Avenue (O2023-0001378), introduced on June 21, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, Illinois, and which is used primarily for industrial purposes; and

WHEREAS, The City consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, KCS Icebox Venture I LLC (the "Applicant"), owns certain real estate located generally at 3815 South Ashland Avenue, Chicago, Illinois 60609, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant intends to construct an approximately abandoned 99,000-square-foot cold storage industrial facility located on the Subject Property; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to return a vacant, obsolete industrial site to productive use and to retain and create jobs in the City; and

WHEREAS, It is intended that an unidentified tenant will lease the Subject Property from Applicant and use the Subject Property for a Class A cold storage facility; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 2 (created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended), and (ii) the 35th/Halsted Redevelopment Project Area (created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City), and the purposes of the Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

WHEREAS, The intended use of the Subject Property will provide significant present and future employment; and

WHEREAS, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

SECTION 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. 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, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".
(To Ordinance)

Parcel 1:

That part of the south half of the southwest quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: commencing at a point of intersection of a line parallel to and 33 feet east of the west line of said Section 32 with a line parallel to and 263 feet north of the south line of said Section 32; thence east on the last described line, 303.54 feet to a point of curve and point of beginning; thence northeasterly on a curve convex to the southeast, with a radius of 192 feet, a distance of 273.82 feet, more or less, to a point 526.56 feet east of the west line and 427.5 feet north of the south line of said Section 32; thence northerly on a straight line, a distance of 44.89 feet, more or less, to a point in a line which is parallel to and 533 feet east of the west line of said Section 32, said point being 471.93 feet north of the south line of said Section 32; thence south on the last described parallel line, a distance of 85.23 feet, more or less, to a point which is 386.68 feet north of the south line of the southwest quarter of said Section 32; thence southwesterly on a curve convex to the southeast, with a radius of 208 feet, a distance of 123 feet, more or less, to a point 461.55 feet east of the west line of said Section 32 and 289.6 feet north of the south line of said southwest quarter of Section 32; thence southwesterly along a straight line, 43.70 feet to a point 426.23 feet east of the west line of said Section 32 and 263 feet north of the south line of said Section 32; thence west along a line, 263 feet north of and parallel with the south line of said Section 32, 89.69 feet to the point of beginning, in Cook County, Illinois.

Parcel 2:

That part of the south half of the southwest quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at a point of intersection of a line parallel to and 576 feet east of the west line of said Section 32 with a line parallel to and 33 feet north of the south line of said Section 32; thence east on the last described line, 20 feet to a line parallel to and 596 feet east of the west line of said Section 32; thence north on said parallel line, a distance of 484.07 feet to a point of curve; thence northeasterly along a curved line convex to the northwest with a radius of 262.70 feet, an arc distance of 128.24 feet to a point 25 feet south of the north line of the south half of the southwest quarter of the southwest quarter of said Section 32, and 626.57 feet east of the west line of said Section 32; thence west along a line, 25 feet south of the north line of the south half of the southwest quarter of the southwest quarter of said Section 32, 50.57 feet to a line parallel to and 576 feet east of the west line of said Section 32; thence south on said parallel line to the point of beginning, except that part lying south of a line described as follows: beginning at the intersection of a line parallel with and 533.0 feet east of the west line of said Section 32 and a point 320.75 north of the south line of said Section 32; thence east, 63.01 feet to a point on a line that is 596.0 feet east of and parallel with the west line of said Section 32, (said point being 322.12 feet north of the south line of said Section 32) to the terminus of said line, in Cook County, Illinois.

Parcel 3:

That part of the south half of the southwest quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: beginning at a point of intersection of a line parallel to and 33 feet east of the west line of said Section 32, with a line parallel to and 275 feet south of the north line of the south half of the southwest quarter of the southwest quarter of said Section 32; thence east on last described line, 462.93 feet; thence northeasterly on a curve convex to the southeast, with a radius of 350 feet, a distance of 162.48 feet to point of tangent in a line parallel to and 533 feet east of the west line of Section 32, aforesaid; thence north on last described line, 41.03 feet to a point 77.2 feet south of the north line of the south half of the southwest quarter of the southwest quarter of said Section 32; thence southwesterly on a curve convex to the southeast, with a radius of 227.2 feet, a distance of 180.25 feet to point of tangent in a line parallel to and 145 feet south of the north line of said south half of the southwest quarter of the southwest quarter of Section 32; thence west on last described line, 338 feet to a point in a line parallel to and 33 feet east of the west line of Section 32, aforesaid; thence south on last described line, 130 feet to place of beginning in Cook County, Illinois.

Parcel 4:

That part of the south half of the southwest quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at a point of intersection of a line parallel to and 33 feet east of the west line of said Section 32 with a line parallel to and 263 feet north of the south line of said Section 32; thence east on last described line, 303.54 feet to a point of curve; thence northeasterly on a curve convex to the southeast, with a radius of 192 feet, a distance of 273.82 feet, more or less, to a point 526.56 feet east of the west line and 427.5 feet north of the south line of said Section 32; thence northerly on a straight line, a distance of 44.89 feet, more or less, to a point in a line which is parallel to and 533 feet east of the west line of said Section 32, said point being 471.93 feet north of the south line of said Section 32; thence north on last described parallel line, a distance of 75.07 feet, more or less, to a point which is 118.23 feet south of the north line of said south half of the southwest quarter of the southwest quarter of said Section 32; thence southwesterly on a curve convex to the southeast, with a radius of 350 feet, a distance of 162.48 feet, more or less, to a point in a line parallel to and 275 feet south of the north line of the south half of the southwest quarter of the southwest quarter of said Section 32, said point being 495.93 feet east of the west line of said Section 32; thence west on last described parallel line, 462.93 feet to its intersection with a line drawn parallel with and 33 feet east of the west line of said Section 32; thence south on last described parallel line, 127.35 feet, more or less, to the point of beginning in Cook County, Illinois.

Parcel 5:

That part of the southwest quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at the intersection of a line parallel to and 33 feet east of the west line with a line parallel to and 33 feet north of the south line of said Section 32; thence east on last described line, a distance of 280 feet; thence north on a line parallel to and 313 feet east

of the west line of said Section 32, a distance of 63 feet to a point of curve; thence on a curve tangent to last described line and convex to northwest, with a radius of 208 feet, a distance of 193.92 feet, more or less, to its intersection with a line parallel to and 263 feet north of the south line of said Section 32, aforesaid; thence west on last described line, a distance of 364.05 feet, more or less, to its intersection with a line parallel to and 33 feet east of the west line of said Section 32 (being the east line of South Ashland Avenue); thence south on last described line, a distance of 230 feet to a point of beginning in Cook County, Illinois; except that part conveyed to the City of Chicago per Document Number 1310022011, described as follows: that part of the southwest quarter of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, more particularly described as follows: beginning at the intersection of a line that is 33 feet east of and parallel with the west line of said southwest quarter of Section 32, also being the existing easterly line of South Ashland Avenue with a line 33 feet north of and parallel with the south line of said southwest quarter of the southwest quarter of Section 32, also being the existing northerly line of West Pershing Road; thence north 01 degree, 26 minutes, 03 seconds west along said existing easterly line of South Ashland Avenue, 30.00 feet; thence south 46 degrees, 25 minutes, 21 seconds east to said existing northerly line of West Pershing Road, 42.43 feet; thence south 88 degrees, 35 minutes, 20 seconds west along said existing northerly line, 30.00 feet to the point of beginning in Cook County, Illinois.

Parcel 6:

The east 43 feet of the west 576 feet of that part of the south half of the southwest quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, lying south of the north line of West 38th Street and north of the north line of West 39th Street (West Pershing Road), except that part lying south of a line described as follows: beginning at the intersection of a line parallel with and 533.0 feet east of the west line of said Section 32 and a point 320.75 north of the south line of said Section 32; thence east 63.01 feet to a point on a line that is 596.0 feet east of and parallel with the west line of said Section 32 (said point being 322.12 feet north of the south line of said Section 32) to the terminus of said line, in Cook County, Illinois.

Common Address:

3815 South Ashland Avenue
Chicago, Illinois 60609.

Permanent Index Numbers (PINs):

17-32-300-078-0000;

17-32-300-079-0000;

17-32-300-080-0000;

17-32-300-081-0000; and

17-32-300-184-0000.

Exhibit "B".
(To Ordinance)

*Tax Incentive Classification Redevelopment Agreement
With KCS Icebox Venture I LLC.*

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

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Project Information	Section 9 Indemnification
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Section 7 Maintaining Records and Right to Inspect	Exhibit E Construction Compliance
Section 8 Environmental Matters	Exhibit F Concept Design

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____, 2023
Developer (preamble)	KCS Icebox Venture I, LLC, a Delaware limited liability company
Project (Recitals)	The proposed project is the demolition of the current building and construction of an approximately 99,000 square foot state-of-the-art, class A cold storage facility located on approximately 5.02 acres generally located at 3815 S Ashland. The Developer will also use best efforts to effectuate a mural being painted on the west elevation (Ashland façade) consistent with the Concept Design attached as Exhibit F.
Ordinance Date (Recitals)	_____, 2023
Commencement Date (3.01)	April 1, 2024
Completion Date (3.01)	April 1, 2026
Minimum Project Investment (4.01)	\$32,896,696.00, see Project Budget
Trade Names (4.03)	N/A
Certificate Deadline (5.01)	The date 2 years after issuance of the first building permit for the Project.
Notice Addresses (13.14)	<p><u>If to the Developer:</u> KCS Icebox Venture I LLC, 10 N. Martingale Rd., Suite 450, Schaumburg, IL 60173 Attention: Ken Verne</p> <p><u>If to the City:</u> 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>

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

KCS Icebox Venture I LLC,

a _____

By: _____

Name:

Title:

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 _____, personally known to me to be the manager of KCS Icebox Venture I LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 signed, sealed, and delivered said instrument, pursuant to the authority given to him by City, as his 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. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

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

SECTION 2. DEFINITIONS

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

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

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

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Facility" shall mean the approximately 99,000 square foot industrial building to be constructed on the Property.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

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

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tax Incentive" shall mean the Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

"Tenant" shall mean the third party, or such other tenant approved in the sole discretion of the City (with such approval not unreasonably withheld), that enters into a lease with the Developer for the Property after completion of the Project.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form showing the Developer as the insured and noting the recording of this Agreement as an encumbrance against the Property issued by a 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 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided,

that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by five percent (5%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

SECTION 4. CONDITIONS PRECEDENT

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

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by a title company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents, and showing evidence of the recording of this Agreement. 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.

4.03 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

4.04 Lease. If, prior to closing, Tenant has entered into a lease with the Developer for the Property, the Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.05 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.

4.06 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.07 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.

4.08 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.

4.09 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;

- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- A lease between the Developer and Tenant has been executed evidencing that Tenant has leased the Property for a minimum initial term of 7 years;
- 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 DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

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

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

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

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its certificate or articles of incorporation or organization, bylaws or operating agreement as amended and supplemented, any applicable provision of law, or constitute a breach of, default under or require any consent

under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) except as otherwise provided herein, including without limitation as set forth in 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

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

(j) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to cause the Tenant to operate the Facility for industrial purposes, such as warehousing, distribution, manufacturing, etc., in a manner consistent with the Cook

County 6b Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to cause the Tenant to maintain that not less than fifty percent (50%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than 25 full-time equivalent, permanent jobs shall be created by Developer or Tenant within two (2) years of completion of the Project, for a total of 25 full-time equivalent, permanent jobs to be retained or created by Developer or Tenant at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If 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.

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

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

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

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

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

6.12 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector

General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. Developer represents that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that it will inform subcontractors of this provision and require their compliance.

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

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

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

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

6.15 Developer's Failure To Pay Or Discharge Lien. If Developer fails to pay any Governmental Charge or to obtain discharge of the same, Developer shall advise DPD thereof in

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

6.16 FOIA and Local Records Act Compliance.

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

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

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

SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 8. ENVIRONMENTAL MATTERS

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

SECTION 9. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, 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 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

- (a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;
- (b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;
- (c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous

statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.

10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

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

diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

SECTION 11. MORTGAGING OF THE PROJECT

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.

SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

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

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

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

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

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

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

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

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

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

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

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

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

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

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

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

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

12.18. Business Relationships. The 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" (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 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) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 et seq.), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

[(Sub)Exhibit "A" referred to in this Tax Incentive Classification Redevelopment Agreement with KCS Icebox Venture I LLC constitutes Exhibit "A" to ordinance printed on pages 1842 through 1844 of this *Journal*.]

[(Sub)Exhibit "F" referred to in this Tax Incentive Classification Redevelopment Agreement with KCS Icebox Venture I LLC printed on pages 1873 through 1884 of this *Journal*.]

(Sub)Exhibits "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement with KCS Icebox Venture I LLC read as follows:

(Sub)Exhibit "B".
(To Tax Incentive Classification Redevelopment Agreement
With KCS Icebox Venture I LLC)

MBE/WBE Budget.

Minimum Project Investment:	\$32,896,696
Hard Construction Costs:	19,659,232
M/WBE Targets:	
MBE	\$ 5,111,400 (26 percent)
WBE	1,179,554 (6 percent)
Total M/WBE Budget:	\$ 6,290,954

(Sub)Exhibit "C".
(To Tax Incentive Classification Redevelopment Agreement
With KCS Icebox Venture I LLC)

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 Tax Incentive Classification Redevelopment Agreement
With KCS Icebox Venture I LLC)

Annual Compliance Report.

KCS Icebox Venture I LLC.

Agreement Dated As Of [Insert Date].

[Insert Year] Annual Compliance Report.

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, KCS Icebox Venture I LLC ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from _____, 202__ through July 31, 202__:

(a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

(b) A jobs report providing anonymized information on each employee, including their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;

(c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and

(d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from _____, 202__ through July 31, 202__:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year:

- Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than seventy-five percent (75%) of the Project shall remain open, occupied, and otherwise open for business.
- Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
- Delivery of updated insurance certificate (Section 6.09).
- Provide evidence of payment of Non-Governmental Charges (Section 6.13).
- Compliance with all executory provisions of the RDA.

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

- The Project is in operation.
- The Property is [Insert Percentage] occupied.
- The Project has [Insert Number] FTE jobs.

(c) Attach evidence of such compliance or noncompliance.

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

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

Attachments.

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

KCS Icebox Venture I LLC

[Insert Date]

(Sub)Exhibit "E".
(To Tax Incentive Classification Redevelopment Agreement
With KCS Icebox Venture I LLC)

Construction Compliance.

Agreements With Contractors.

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

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

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

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

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency

requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual

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

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

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

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

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

(Sub)Exhibit "F".
 (To Tax Incentive Classification Redevelopment Agreement
 With KCS Icebox Venture I LLC)

Concept Design.



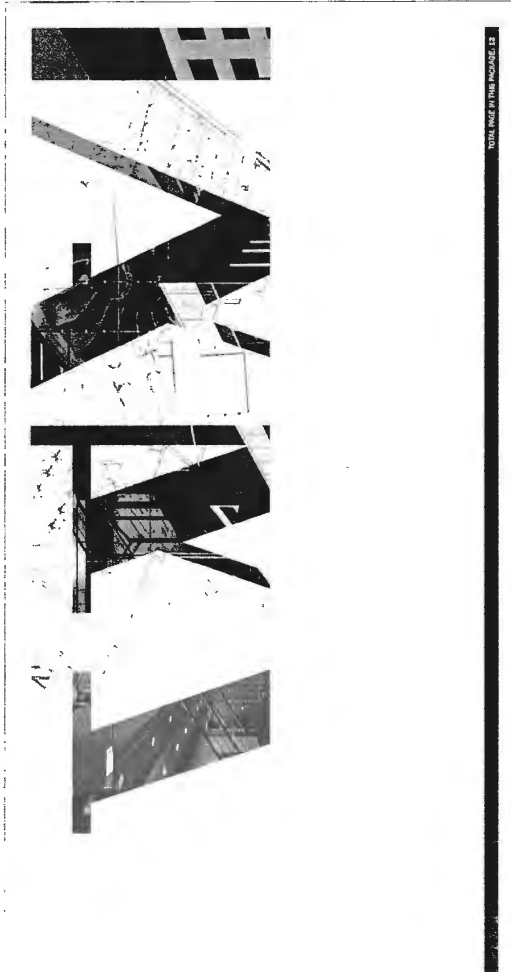
KARIS
GOLD

3815 S. ASHLAND

CHICAGO, IL 60609

CONCEPT DESIGN
 CHD22-0006-00
 03.06.2023

WARE MALCOMB



TOTAL PAGE 17 THIS IMAGE 12





KEYNOTES

- 1 3801 ASHLAND AVE
- 2 HART DAVIS HART WINE COMPANY
1511 W 38TH ST
- 3 BULLEY & ANDREWS CONCRETE RESTORATION
1403 W 38TH ST
- 4 KINGS STONEWORKS
1520 PERSHING RD
- 5 BECKLEY ASPHALT & PAVING
1514 PERSHING RD
- 6 DEPARTMENT OF WATER MANAGEMENT
3901 ASHLAND AVE
- 7 CHICAGO INDOOR SPORTS
3903 S ASHLAND AVE
- 8 CHINA CHEF
3815 S ASHLAND AVE
- 9 RESIDENCE BUILDING
3815 S ASHLAND AVE
- 10 RESIDENCE BUILDING
3808 S ASHLAND AVE
- 11 RESIDENCE BUILDING
3804 S ASHLAND AVE
- 12 AVIATION INSTITUTE OF MAINTENANCE
3715 S ASHLAND AVE

This conceptual design is based upon a preliminary review of entitlement requirements and is not intended and possibly exceeds the site and/or building information, and is shown for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

CONCEPTUAL SITE PLAN
SITE 6, #31LAND
CHICAGO, IL - CH-322-0008-00

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03.08.2023
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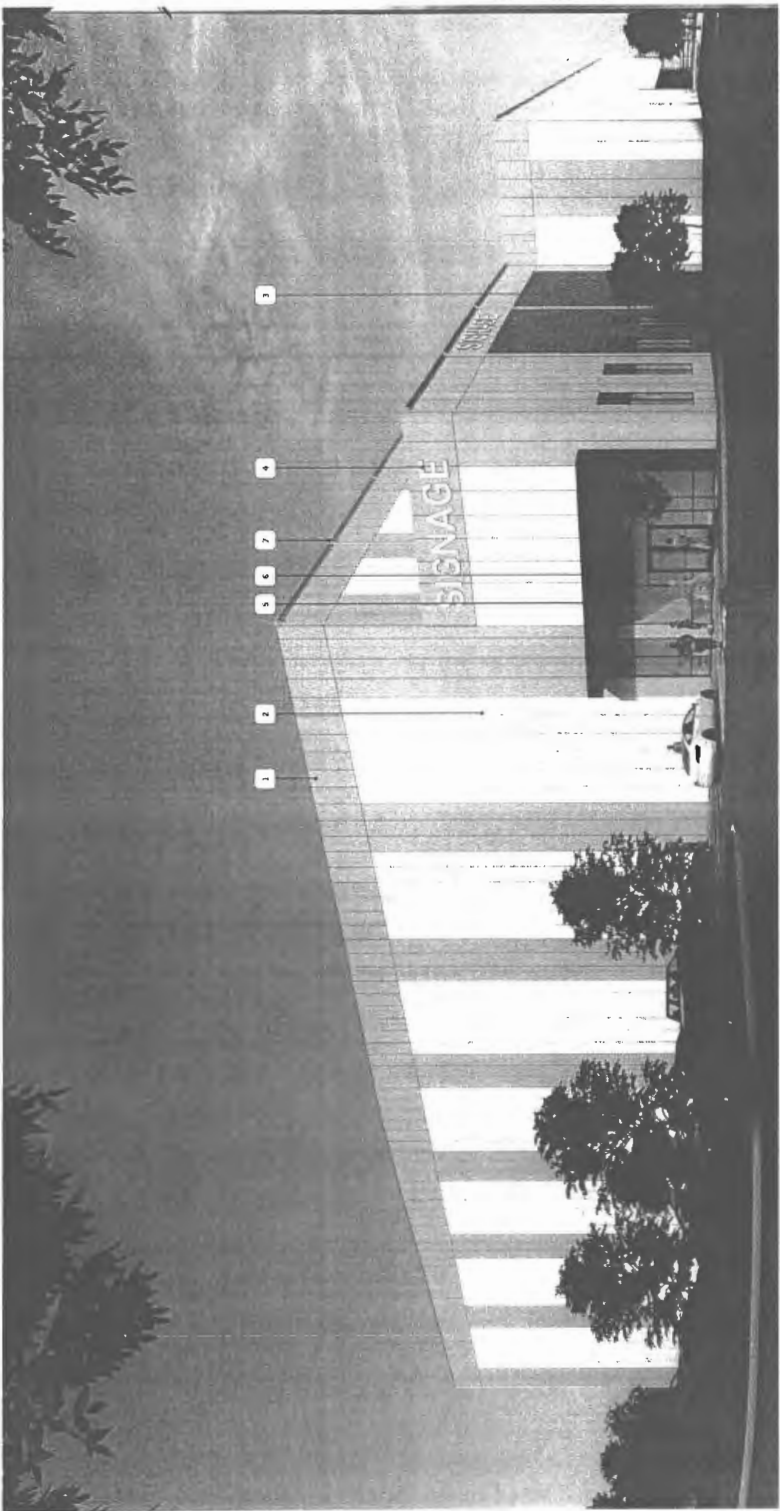
The conceptual design is based upon a preliminary review of preliminary reports and is intended to provide a general overview of the project. It is not intended to be used for any other purpose. The project is subject to change and the final design will be determined by the project team. The project is subject to change and the final design will be determined by the project team.



ZONING DISTRICT OVERLAY
SEBIS S. ASHLAND
CHICAGO, IL - CH-987-6006-509

WARE MALCOMB

03.04.2023



PERSPECTIVE - SOUTHWEST

KEYNOTES

- 1 INSULATED METAL PANEL
COLOR A
- 2 INSULATED METAL PANEL
COLOR B
- 3 INSULATED METAL PANEL
COLOR C WITH TEXTURE
- 4 EXTERIOR SIGNAGE
SIZING/LOCATION TO BE COMPLIANT WITH
MUNICIPAL CODE
- 5 STONEFRONT EXPANDED
- 6 ALUMINUM COMPOSITE METAL CANOPY
- 7 GUTTER & DOWNSPOUTS



This conceptual design is based upon a preliminary review of applicable code requirements and is intended to provide a general impression of the proposed project. It is not intended to be used for construction or to indicate the final design. The project is subject to change without notice. The colors shown are for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color reproduction.

CONCEPT DESIGN
JULIE R. KESLAND
CHICAGO, IL - 312.352.0055-00

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03.04.2023
PAGE 6



PERSPECTIVE - NORTHWEST

This conceptual design is based upon a preliminary review of preliminary requirements and is not intended to be used for any other purpose. It is not a final design and is shown for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to official documents for actual color verification.

DESIGN

CONCEPT DESIGN
SHELBY S. REHLANZ
CHICAGO, IL - 312-555-0006-00

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03.08.2023

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PERSPECTIVE - PEDESTRIAN VIEW

This conceptual design is based upon preliminary reviewed conditions. It is not intended to be a final design and is not intended to be used for construction. It is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to technical drawings for actual color information.



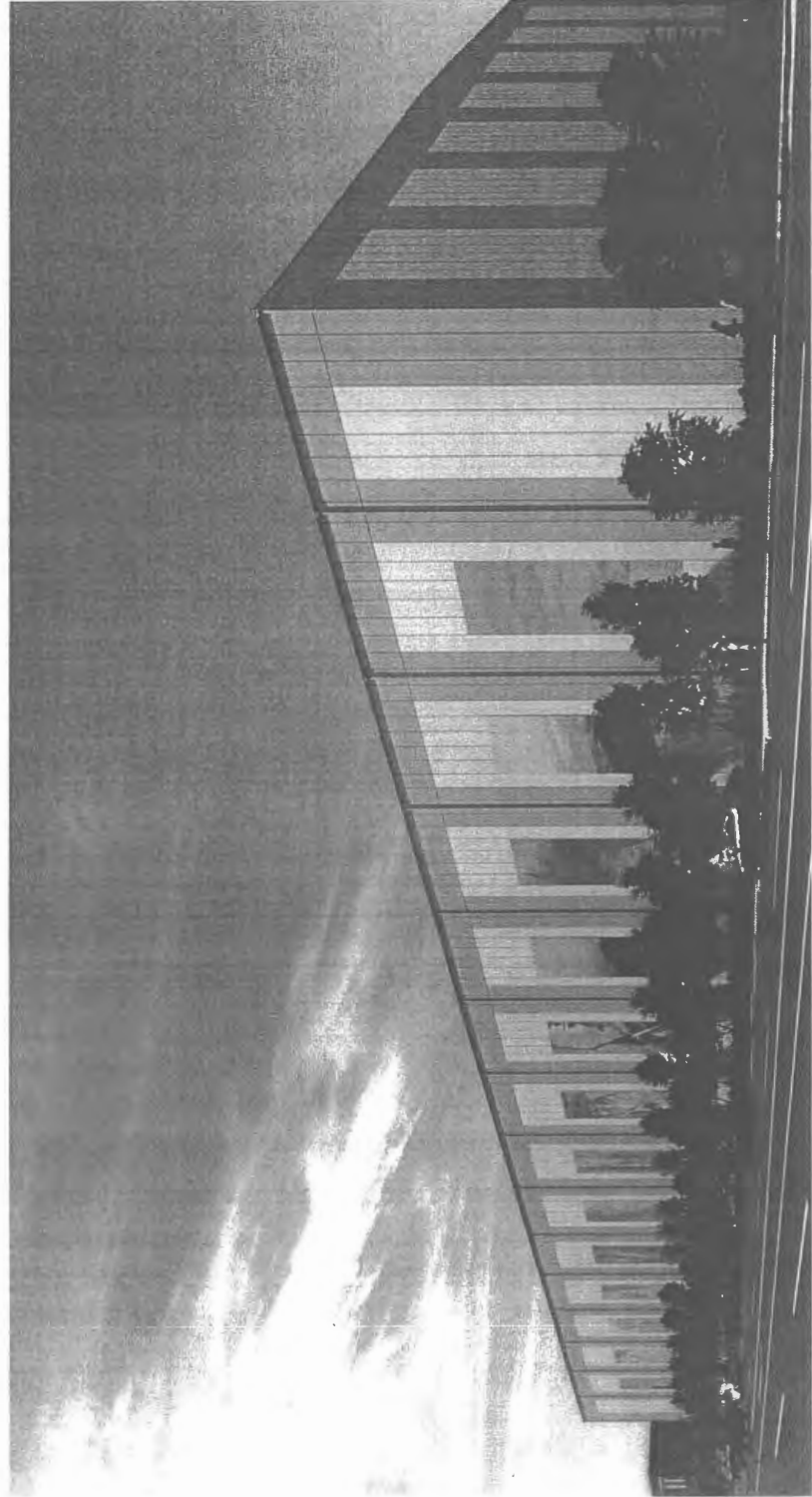
OPTIONAL

CONCEPT DESIGN
JAMES S. ARPLAND
CHICAGO, IL - 312-467-0000

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03.05.2023

PAGE
8



This conceptual design is based upon a preliminary review of development requirements and site conditions. It is not intended to be used for construction purposes. It is intended solely for informational purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color selection.

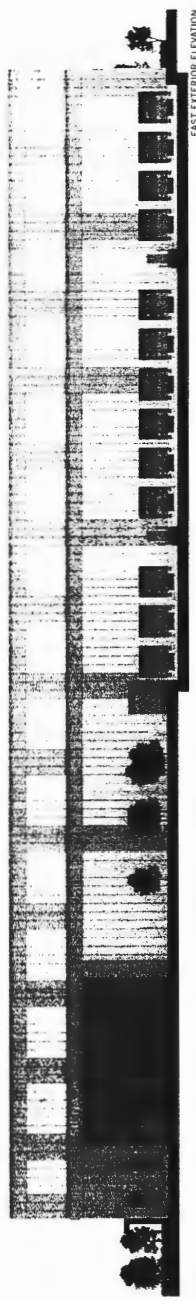
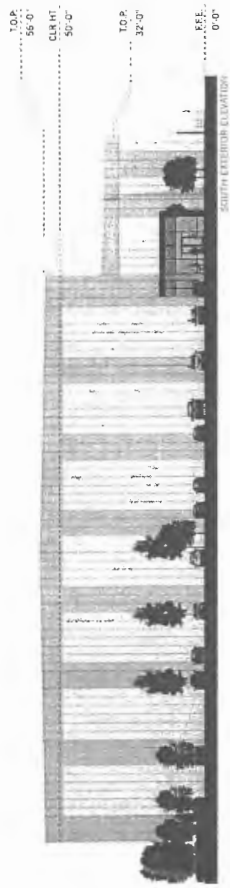


OPTION-2B

CONCEPT DESIGN
JETS & ASHLAND
RENDERED BY: CHOTZ-DESIGN

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05.08.2023
PAGE 9

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1046



This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is shown as is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.



CONCEPT DESIGN
3815 S. ASHLAND
CHICAGO, IL - CH022-0006-00

WARE MALCOMB

SUPPORT FOR RENEWAL OF COOK COUNTY FIRST CLASS 6(b) AND SECOND CLASS 6(b) TAX INCENTIVES FOR PROPERTY AT 4550 S. PACKERS AVE.

[R2023-0002224]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, July 19, 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 July 10, 2023, having had under consideration a resolution in support for renewal of Class 6(b) tax incentive for property at 4550 South Packers Avenue (R2023-0002224), begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution 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 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance, and occupy property which is located within Cook County, and which is used primarily for industrial purposes; and

WHEREAS, The City of Chicago (the "City"), consistent with the Ordinance, wishes to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Berkshire Refrigerated Warehousing LLC, an Illinois limited liability company (the "Applicant"), is sole lessee of certain real estate located generally at 4550 South Packers Avenue, Chicago, Illinois 60609, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Subject Property is owned by Standard Bank and Trust Company as Trustee under Trust dated November 4, 2002 and known as Trust Number 17496 by quitclaim deed (the "Owner"), the sole beneficiary of Owner is Paul R. Napleton, who also has a 99 percent interest in the Applicant, and the Subject Property is leased by the Owner to the Applicant pursuant to a lease agreement dated November 21, 2002; and

WHEREAS, The Applicant currently operates an industrial facility (the "Facility") also located at 4550 South Packers Avenue, Chicago, Illinois 60609; and

WHEREAS, On November 30, 2005, the City Council of the City (the "City Council") enacted a resolution which supported and consented to a Class 6(b) tax incentive under the Ordinance in connection with certain development of the property located at 4550 South Packers Avenue, Chicago, Illinois 60609 (the "First Class 6(b)"); and

WHEREAS, The Assessor granted the First Class 6(b); and

WHEREAS, On March 9, 2011, City Council enacted a resolution which supported and consented to a Class 6(b) tax incentive under the Ordinance in connection with certain additional development of the property located at 4550 South Packers Avenue, Chicago, Illinois 60609 (the "Second Class 6(b)"); and

WHEREAS, The Assessor granted the Second Class 6(b); and

WHEREAS, On May 28, 2014, City Council enacted a resolution which supported and consented to a Class 6(b) tax incentive under the Ordinance in connection with certain additional development of the property located at 4550 South Packers Avenue, Chicago, Illinois 60609 (the "Third Class 6(b)"); and

WHEREAS, The Assessor granted the Third Class 6(b); and

WHEREAS, The Applicant has filed an application for renewal of the First Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, The Assessor granted the renewal of the First Class 6(b); and

WHEREAS, The Applicant has filed an application for renewal of the Second Class 6(b) classification with the Assessor pursuant to the Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the Ordinance; and

WHEREAS, The Ordinance requires that, in connection with the filing of a Class 6(b) renewal application with the Assessor, an applicant must obtain from the municipality in which such real estate is located a resolution expressly stating that the municipality has determined that the industrial use of the property is necessary and beneficial to the local economy and that the municipality supports and consents to the renewal of the Class 6(b) classification; now, therefore,

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

SECTION 1. That the City determines that the industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 2. That the City supported and consented to the renewal of the First Class 6(b) classification with respect to the Subject Property.

SECTION 3. That the City supports and consents to the renewal of the Second Class 6(b) classification with respect to the Subject Property.

SECTION 4. That the Clerk of the City of Chicago is authorized to and shall send a certified copy of this resolution to the Office of the Cook County Assessor, Room 312, County Building, Chicago, Illinois 60602, and a certified copy of this resolution may be included with the Class 6(b) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the Ordinance.

SECTION 5. That this resolution shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

J.D. LEHMERS SUB OF SE¹/₄ SW¹/₄ PRT N & E OF LN COM AT A PT IN E LN 220FT S OF NE COR TH W PARL WITH N LN 44.67FT TH NWLY 193.06FT TO A PT 55.06FT S OF N LN & 145FT W OF E LN TH N 55.06FT TO N LN W¹/₂ PACKERS AVE E & ADJ N 220FT & SOD OUT.

J.D. LEHMERS SUB E PRT BNG 307.1FT ON N LN & 197.4FT ON S LN 30FT PRIVATE ALLEY N & ADJ & EXT E 17FT W 17FT PACKERS AVE E & ADJ.

Permanent Real Estate Tax Index Numbers (PINs)
For The Subject Property:

20-05-311-006; and

20-05-311-013.

COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT.

AMENDMENT OF CHAPTER 2-56 OF MUNICIPAL CODE REGARDING QUALIFICATIONS AND APPOINTMENT OF INSPECTOR GENERAL AND PUBLIC SAFETY DEPUTY.

[SO2023-0001245]

The Committee on Ethics and Government Oversight submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Ethics and Government Oversight, for which a meeting was held on July 13, 2023, having had under consideration an amendment of Chapter 2-56 of the Municipal Code regarding qualifications and appointment of Inspector General and Public Safety Deputy (SO2023-0001245) introduced on June 21, 2023 by Alderperson Martin (47), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) MATTHEW J. MARTIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderperson Sposato -- 1.

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

The following said ordinance as passed:

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

SECTION 1. Section 2-56-020 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

2-56-020 Inspector General -- Qualifications, Appointment And Authority.

(Omitted text is unaffected by this ordinance.)

(c) Reappointment. The Mayor may reappoint an incumbent Inspector General, subject to approval of the City Council, without ~~seeking a recommendation of the formation of a~~ Selection Committee described in subsection (d) of this section. Not less than ~~45~~ 180 days prior to the end of the Inspector General's term, the Mayor shall notify the City Council whether the Mayor will reappoint the then incumbent Inspector General.

(d) Selection Process. A Selection Committee consisting of five members, ~~three of whom shall be selected by the Mayor and two of whom shall be selected by the City Council,~~ shall be responsible for identifying potential candidates and proposing potential candidates to the Mayor. ~~The Mayor's selection must be confirmed by the City Council.~~ Within 14 days after the Mayor notifies the City Council that they will not reappoint the then incumbent Inspector General, the Mayor shall select three members of the Selection Committee, and the Chair of the Committee on Ethics and Government Oversight, or its successor committee, shall select two members of the Selection Committee.

If the Mayor fails to timely select three members for the Selection Committee, the Mayor shall have waived such ability to select such members and the Chair of the Committee on Ethics and Government Oversight, or its successor committee, may select members for the remaining members of the Selection Committee within 14 days. If the Chair of the Committee on Ethics and Government Oversight, or its successor committee, fails to timely select two members for the Selection Committee, the Chair shall have waived such ability to select such members and the Mayor may select members for the remaining members of the Selection Committee within 14 days.

In the event of a vacancy due to the death, resignation, or removal of the incumbent Inspector General, the Mayor and Chair of the Committee on Ethics and Government Oversight, or its successor committee, shall select Selection Committee members in accordance with this subsection within 14 days after such vacancy has occurred.

~~Within 45~~ 45 days of ~~the formation of the Selection Committee, an actual or expected vacancy in the position of Inspector General because of death, resignation, removal, or the Mayor's decision not to reappoint an incumbent inspector general,~~ the Selection Committee shall ~~identify~~ select and engage a national executive search firm with expertise in government oversight (the "Search Firm") to perform executive search services and to create a pool of the ~~ten~~ 20 most qualified candidates for the position of Inspector General, produced by the search (the "Pool"). Within two business days of selecting the Search Firm, the Selection Committee shall submit to the City Council in an official communication to be placed on file with the City Clerk the name of the Search Firm. The Search Firm shall perform its services and submit, within 60 days, the identities of the candidates which comprise the Pool, including résumés, qualifications, and statements detailing each member of the Pool's credentials for the appointment of Inspector General, to the Selection Committee. Any costs associated with the Selection Committee and the selection process under this section shall be paid for from funds duly appropriated for such purpose.

The Selection Committee shall review the credentials of Pool members, and shall, within 60 days of receipt of the Pool from the Search Firm, recommend one or more qualified persons to the Mayor, by concurrence of at least four Committee members. ~~The Mayor may appoint any person recommended by the Committee, subject to approval of the City Council. If the Mayor rejects all candidates recommended by the Selection Committee, the Committee shall solicit and screen additional potential candidates in the same manner, repeating the process until the Mayor appoints a recommended person, subject to approval of the city council.~~ Within 30 days thereafter, the Mayor shall either select a candidate from the Selection Committee's recommendations, or reject the recommendations and provide the Selection Committee with a written explanation. Within 14 days after such rejection, the Selection Committee shall submit new recommendations to the Mayor from the initial pool of candidates, which shall not include any previous recommended candidate. Within 14 days thereafter, the Mayor shall either select a candidate from the recommendations or reject the recommendation and provide the Selection Committee with a written explanation. This process shall continue until the Mayor selects a candidate. The Mayor's nomination of a candidate under this subsection shall be referred to the City Council Committee on Ethics and Government Oversight or its successor committee, for a hearing, and shall then be subject to City Council approval. If the City Council rejects the Mayor's nomination, within 14 days thereafter the Mayor shall either select a different candidate that the Selection Committee has recommended, or request that the Selection Committee provide new recommendations or have the Search Firm produce a new Pool from which to make recommendations.

If the Mayor's selection of a candidate and associated referral to the Committee on Ethics and Government Oversight, or its successor committee, has not occurred pursuant to the timetable set forth in the above paragraph, the Chair of the City Council Committee on Ethics and Government Oversight, or its successor committee, may make a written request to the Mayor for an explanation for the delay and a statement of intention with regard to submission of a selection. The Mayor's Office shall provide a written response to such request within 14 days.

The term of the Inspector General shall commence upon ~~on~~ the City Council's approval of the Mayor's appointment, and shall extend for a period of four years. No person shall serve more than eight years as Inspector General, consecutively or nonconsecutively.

(e) Interim Inspector General. In the event that the position of Inspector General is for any reason vacant, the General Counsel shall assume the role of interim Inspector General, in addition to the role of General Counsel, until a replacement Inspector General is approved by the City Council. In the event that both the positions of Inspector General and General Counsel are for any reason vacant, the Deputy Inspector General for Public Safety shall assume the role of interim Inspector General, in addition to the role of Deputy Inspector General for Public Safety, until a replacement Inspector General is approved by the City Council.

In the event of a vacancy in the positions of Inspector General, General Counsel, and Deputy Inspector General for Public Safety, the Mayor may appoint an interim Inspector General who is currently employed within the Office of Inspector General without City Council approval until a permanent selection is made. An interim Inspector General shall have all investigatory, oversight, and jurisdictional powers of the Inspector General.

SECTION 2. Section 2-56-220 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underscored and by deleting the language struck through, as follows:

2-56-220 Public Safety Deputy -- Qualifications And Appointment.

(a) Qualifications. The Public Safety Deputy shall have the following minimum qualifications:

(Omitted text is unaffected by this ordinance.)

The Public Safety Deputy shall not be a current or former employee or member of the Police Department, the Independent Police Review Authority, the Civilian Office of Police Accountability, or the Police Board.

(b) Selection Process. ~~Within 15 days of the effective date of this Ordinance, and thereafter within 15~~ 90 days of an actual or expected vacancy in the position of Public Safety Deputy because of death, resignation, removal, or the Inspector General's decision not to reappoint an incumbent Public Safety Deputy, the Inspector General is authorized to, and shall, engage a nationally recognized organization with expertise in government oversight to perform a nationwide search and to create a pool of no less than ten of

the most qualified candidates for the position of Public Safety Deputy. The Inspector General shall within two business days of engaging such organization submit to the City Council in an official communication placed on file with the City Clerk the name of such organization. The organization shall submit the identities of these such candidates, including resumes, qualifications, and statements detailing each candidate's credentials, to the Inspector General, within 60 days. Any costs associated with the selection process under this Section shall be paid for from funds duly appropriated for such purpose.

The Inspector General shall, within 30 days of receipt of the information submitted under this subsection, select and nominate the most qualified candidate for approval by the City Council. If the City Council rejects the candidate, the Inspector General shall select and nominate another candidate from the pool, until the candidate selected and nominated by the Inspector General is approved by the City Council.

If deadlines established in this subsection have not been timely met, the Chair of the Committee on Ethics and Government Oversight may convene a public hearing, at which the Inspector General shall appear to speak upon request of such Committee as to the cause or causes of delay and the steps taken to complete their responsibilities under this subsection.

(c) Term. The term of the Public Safety Deputy shall commence upon the his approval of their nomination by the City Council, and shall continue for the remaining term of the incumbent Inspector General, provided that the Public Safety Deputy shall continue in office until a successor has been approved by the City Council. Thereafter, the Public Safety Deputy's term shall be coterminous with the term of the appointing Inspector General. At the conclusion of a term, the incumbent Public Safety Deputy may be reappointed by the a reappointed Inspector General, subject to approval by the City Council. If the incumbent Public Safety Deputy is not reappointed, or if at any time a vacancy occurs due to the death, resignation, or removal of the incumbent Public Safety Deputy, the Inspector General shall select a new Public Safety Deputy pursuant to the process set forth in this section, subject to the approval of the City Council. The Public Safety Deputy shall continue to serve until a successor Public Safety Deputy is approved by the City Council.

In the event of a vacancy of the Public Safety Deputy, the Inspector General may appoint an interim Public Safety Deputy who is currently employed within the Office of Inspector General without City Council approval until a permanent selection is made. An interim Public Safety Deputy shall have all investigatory, oversight, and jurisdictional powers of the Public Safety Deputy.

SECTION 3. This ordinance shall take full force and effect upon its passage and publication.

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, July 18, 2023

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2023, and to which were referred ordinances from the Department of Planning and Development for the negotiated sale of vacant City-owned properties at various locations as part of the Adjacent Neighbors Land Acquisition Program (ANLAP) (7th Ward) (O2023-0001259 and O2023-0001279), 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

8208 S. Houston Ave.

[O2023-0001259]

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, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); 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 notice; and

WHEREAS, By Resolution Number 23-016-21 adopted on May 18, 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:

Silvia Melgoza.

Purchaser's Address:

8210 South Houston Avenue
Chicago, Illinois 60617.

Appraised Value ("As Is"):

\$3,750.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 45 in Block 46 in A. B. Meeker's Addition to Hyde Park, a subdivision of the southeast quarter of the northeast quarter of Section 31, Township 38 North, Range 15, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8208 South Houston Avenue
Chicago, Illinois 60617.

Property Index Number:

21-31-230-026-0000.

7408 S. Phillips Ave.

[O2023-0001279]

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, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any); 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 notice; and

WHEREAS, By Resolution Number 23-016-21 adopted on May 18, 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:

Marshana Marie Cooley.

Purchaser's Address:

7412 South Phillips Avenue
Chicago, Illinois 60649.

Appraised Value ("As Is"):

\$5,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

The north half of Lot 31 (except the west 50.33 feet thereof and except the south 38 feet thereof) in Division 4 of South Shore Subdivision of the north fractional half of fractional Section 30, Township 38 North, Range 15, together with a resubdivision of Lots 1, 2, 4, 64, 66, 126, 127 and 128 in Division 1 of Westfall's Subdivision 208 acres, being the east half of the southwest quarter and the southeast fractional quarter of fractional Section 30 aforesaid, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

7408 South Phillips Avenue
Chicago, Illinois 60649.

Property Index Number:

21-30-115-016-0000.

NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 5324 W. FERDINAND ST.
[O2023-0001268]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2023, and to which was referred an ordinance from the Department of Planning and Development for the negotiated sale of City-owned property at 5324 West Ferdinand Street to Edward Whitaker, Jr. and Chanell Whitaker (37th Ward) (O2023-0001268), 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 5324 West Ferdinand Street, Chicago, Illinois 60644, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Edward, Jr. and Chanell Whitaker (together, the "Grantees") own the property located adjacent to the Property at 5325 West Ferdinand Street, Illinois 60644, and has offered to purchase the Property from the City for the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00) (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 23-019-21, adopted on May 18, 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 November 15, and November 22, 2022; 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):

Lot 14 in Block 4 in Lyman Bridge's Addition to Chicago, being a subdivision of the west half of the south half of the east half of the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5324 West Ferdinand Street
Chicago, Illinois 60653.

Permanent Index Number:

16-09-119-015-0000.

NEGOTIATED "AS IS" SALE OF CITY-OWNED PROPERTY AT 5339 -- 5345 S. STATE ST.

[O2023-0001283]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2023, and to which was referred an ordinance from the Department of Planning and Development for the negotiated "as-is" sale of vacant City-owned property at 5339 -- 5345 South State Street to Deeply Rooted Productions, Inc., Deeply Rooted Dance Center NFP for construction development as two-story dance studio with production facilities (3rd Ward) (O2023-0001283), 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.

Respectfully submitted,

(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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 ordinances adopted by the City Council of the City (the "City Council") on July 21, 2004, the City Council: (i) approved a certain redevelopment

plan and project (the "Redevelopment Plan") for the 47th and State 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 owns two (2) vacant parcels of real property located at 5339 -- 5345 South State Street, Chicago, Illinois, which are located in the Redevelopment Area and are legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property consists of approximately .54 acre and is located in the Washington Park Community Area; and

WHEREAS, The Property has a market value of \$260,000 based on an appraisal dated October 21, 2021; and

WHEREAS, Deeply Rooted Dance Center NFP, an Illinois not-for-profit corporation (the "Grantee"), a subsidiary of Deeply Rooted Productions, Inc., an Illinois not-for-profit corporation (the "Sponsor"), has submitted a proposal to the Department of Planning and Development ("DPD") to purchase the Property for \$1.00 per tax parcel (the "Purchase Price") for the construction of a 2-story dance center with a ground floor lobby, dance studios, back-of-house production spaces, a performance venue, and office, classroom and conference spaces, as further depicted in Exhibit B, to be leased to the Sponsor, and/or other tenants (the "Project"); and

WHEREAS, The Property is contaminated from past uses and Grantee 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 City desires to convey the Property to Grantee for the Purchase Price for the development of the Project; and

WHEREAS, The Project is consistent with the Redevelopment Plan; and

WHEREAS, Public notices advertising DPD's intent to sell the Property to Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on February 15, February 21 and March 1, 2023; and

WHEREAS, No other proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, By Resolution Number 23-020-21 adopted on May 18, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 23-CDC-22 adopted on April 11, 2023, the Community Development Commission recommended the sale of the Property to Grantee 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 Grantee's proposal; and

WHEREAS, The estimated budget for the Project is \$15,649,518; and

WHEREAS, Sponsor applied for a grant for the construction of the Project from the Chicago Recovery Plan Community Development Grant Program, and received a conditional commitment from DPD in the amount of \$5 Million (the "Grant"); and

WHEREAS, As a condition of the Grant, Grantee and Sponsor will be required to enter into a Redevelopment Agreement with DPD (the "Redevelopment Agreement"); now, therefore,

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

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

SECTION 2. The 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 DPD in its sole discretion):

(a) Grantee and Sponsor must enter into the Redevelopment Agreement; and

(b) Grantee must submit a Phase I Environmental Site Assessment performed and prepared in compliance with the most recent ASTM standard referenced by regulation in the United States Environmental Protection Agency's All Appropriate Inquiries Rule (currently ASTM E-1527-21), dated no more than 180 days prior to the closing.

If Grantee fails to close on the acquisition of the Property in accordance with the timelines set forth in the Redevelopment Agreement, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of DPD, in the Commissioner's sole discretion, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs associated with the conveyance of the Property.

SECTION 3. 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 agreements and instruments 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 or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. The Mayor or the Mayor's proxy is each hereby authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby 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 to an entity which is comprised of the same principal parties. Without limiting the quitclaim nature of the Deed, the conveyance shall be subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents. In addition, the conveyance shall be 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 Grantee and Grantee's successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. Compliance With Redevelopment Agreement. Grantee shall comply with the terms, covenants and conditions set forth in that certain Deeply Rooted Dance Center Redevelopment Agreement by and between the City and Grantee dated of even date herewith, and recorded in the Cook County Clerk's Office, the terms of which are incorporated herein by reference as if fully set forth herein, and which are a part of the consideration for the Property and are to be taken and construed as running with the land for the applicable periods set forth in the Redevelopment Agreement and binding on Grantee and Grantee's successors and assigns.

2. "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 accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). 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 any improvements thereon), its compliance with any Laws (as defined in Section 3(a) below), or the suitability or merchantability 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.

3. Environmental Requirements. Grantee shall satisfy the following environmental requirements:

(a) Definitions. As used herein, the following terms shall have the following meanings:

"AIS" means the Department of Assets, Information and Services, or any successor department thereto.

"Contaminant" means any of those materials set forth in 415 ILCS 5/3.165 and 35 Ill. Adm. Code Part 742.305, as amended from time to time, that are subject to regulation under any Environmental Laws.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for Grantee (or otherwise obtained by Grantee) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

"Environmental Laws" means all Laws pertaining to health, safety, Hazardous Substances 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), now or hereafter in effect, as amended or supplemented from time to time, including, 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 Materials Transportation Act, 49 USC § 5101, 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; the Municipal Code of the City of Chicago; and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing Laws, as any of the foregoing Laws 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(s)" has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

"IEPA" means the Illinois Environmental Protection Agency, or any successor agency.

“Laws” means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, permits, 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.

“Losses” means any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, actions, suits, 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, costs of investigation, 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 written approval from the IEPA of a RAP in order to obtain a Final Comprehensive Residential NFR Letter.

“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 the IEPA, 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.

"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) Remediation Requirements. Grantee has obtained a Phase I Environmental Site Assessment of the Property dated August 27, 2021, and a follow-up Phase II Environmental Site Assessment dated January 27, 2023. The Phase II Environmental Site Assessment disclosed the presence of contamination exceeding residential remediation objectives as set forth in 35 Ill. Adm. Code Part 742, and Grantee has agreed to enroll the Property (or the applicable portion thereof) in the SRP and take all necessary and proper steps to obtain a RAP Approval Letter. Grantee acknowledges and agrees that it may not commence construction on the Property until the IEPA issues the RAP Approval Letter for the Property. Upon receipt of the RAP Approval Letter, Grantee covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property. AIS 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 Grantee'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. Grantee 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, including, but not limited to, the removal of pre-existing building foundations, demolition debris, and soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Part 742. In addition, Grantee 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. Grantee 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. Grantee acknowledges and agrees that it may not seek a Certificate of Occupancy or otherwise permit occupancy of the Project until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and Grantee has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If Grantee 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. Grantee must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

(c) Release. Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, 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 Grantee following the date of this Deed (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "City Parties"), from and against any and all Losses which Grantee Parties ever had, now have, or hereafter may have,

whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of 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, 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 in, on, under or about the Property or the migration of Hazardous Substances 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 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. Grantee Parties waive their rights of contribution and subrogation against the City Parties. The covenant of release in this Section 3(c) shall run with the Property, and shall be binding upon all successors and assigns of Grantee 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 Grantee following the date of this Deed. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

4. Affordable Housing. Grantee acknowledges that the sale of City-owned land may trigger the Affordable Requirements Ordinance, codified at Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced), if such land is later improved with a residential project.

SECTION 5. To the extent that any ordinance, resolution, rule, order, or provision of the Code or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

[Exhibit "B" referred to in this ordinance printed
on pages 1915 and 1916 of this *Journal*.]

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

Exhibit "A".

Parcel 1:

Legal Description (subject to title commitment and survey):

Lot 10 in the Assessor's Division of that part of the southwest quarter of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows: commencing at a point in the west line of said southwest quarter 7.50 chains north of the southwest corner thereof; thence north 7.50 chains; thence east 6.67 chains; thence south 7.50 chains; and thence west to point of beginning, in Cook County, Illinois.

Address:

5339 -- 5345 South State Street
Chicago, Illinois 60629.

Property Index Number:

20-10-307-012-0000.

Parcel 2:

Legal Description (subject to title commitment and survey):

Lots 1, 2, 3 and 4 in the subdivision of Lots 6 and 9 in Assessor's Division of the north 5 acres of the south 10 acres of the west one-third of the southwest quarter of the southwest quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian.

Address:

5339 -- 5345 South State Street
Chicago, Illinois 60629.

Property Index Number:

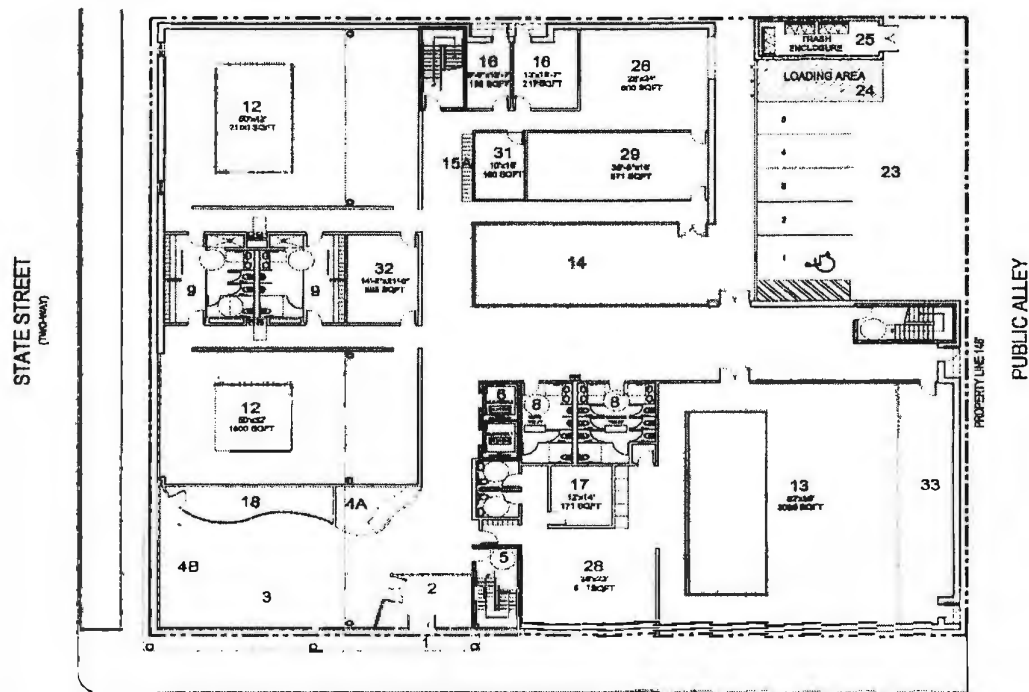
20-10-307-013-0000.

Exhibit "B".

Elevations.

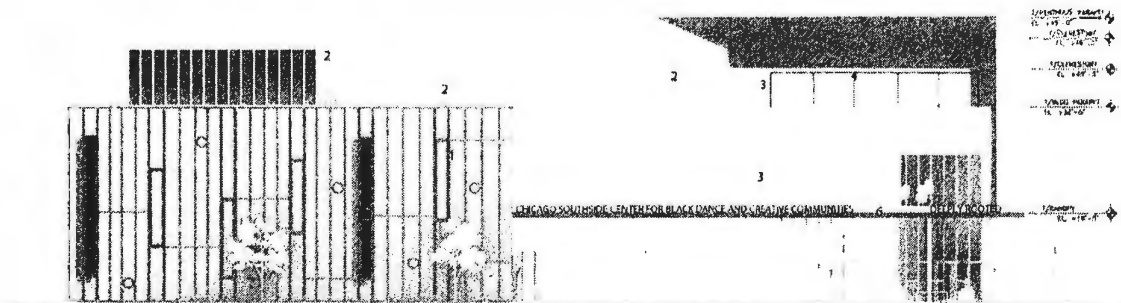
(Attached)

Site Plan



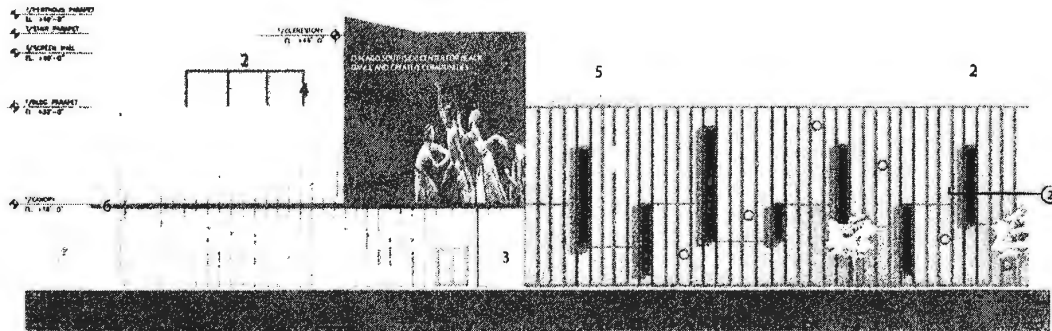
West Elevation

1. PRECAST CONCRETE
2. METAL PANEL
3. GLASS W/ VARIOUS TRANSPARENCY
4. METAL ROOF TRELLIS
5. MECH. EQUIPMENT SCREEN WALL
6. METAL CANOPY



South Elevation

1. PRECAST CONCRETE
2. METAL PANEL
3. GLASS W/ VARIOUS TRANSPARENCY
4. METAL ROOF TRELLIS
5. MECH. EQUIPMENT SCREEN WALL
6. METAL CANOPY



ACQUISITION OF PROPERTY AT 5230 N. LINCOLN AVE. FOR REDEVELOPMENT AS SHELTER FOR HOMELESS AS PART OF STABILIZATION HOUSING PILOT PROGRAM.

[O2023-0001409]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, July 18, 2023

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on July 10, 2023, and to which was referred an ordinance from the Department of Housing and the Chicago Department of Public Health for the acquisition of several parcels with common address at 5230 North Lincoln Avenue, from A.C. Motel LLC for redevelopment by Chicago Department of Public Health and Department of Housing as three-to-six-month shelter for homeless with wrap-a-round health services as part of Stabilization Housing Pilot Program (40th Ward) (O2023-0001409), 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, Pursuant to ordinances adopted by the City Council of the City ("City Council") on November 3, 1999, and published at pages 13229 through 13333 of 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 ("Original Redevelopment Plan") for a portion of the City known as the Lincoln Avenue Tax Increment Financing Redevelopment Project Area ("Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) ("Act"); (ii) designated the Redevelopment Area as a "conservation area" pursuant to the Act; and (iii) adopted tax increment allocation financing pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Original Redevelopment Plan; and

WHEREAS, The City Council amended the Original Redevelopment Plan by ordinance adopted on May 17, 2000, and published in the *Journal* for such date at pages 31902 through 31998 ("Amendment Number 1," and together with the Original Redevelopment Plan, the "Redevelopment Plan"); and

WHEREAS, Conservation areas are those improved areas within a municipality which are deteriorating and declining and may become blighted if the deterioration is not abated (see 65 ILCS 5/11-74.4-3(b)); and

WHEREAS, The Redevelopment Plan and the use of tax increment financing provide a mechanism to support new growth through leveraging private investment, and helping to finance land acquisition, demolition, remediation, site preparation and infrastructure for new development in the Redevelopment Area; and

WHEREAS, In 2020, in response to the COVID pandemic, the Chicago Department of Public Health ("CDPH") and the Department of Housing ("DOH") implemented a hotel-based protective housing intervention program which provided shelter and healthcare to people experiencing homelessness; and

WHEREAS, CDPH and DOH wish to build upon the hotel shelter program's success and implement a non-congregate housing pilot program (the "Stabilization Housing Pilot Program"); and

WHEREAS, The goal of the Stabilization Housing Pilot Program is to provide transitional housing and wrap-around services to vulnerable Chicagoans experiencing homelessness within the community and surrounding areas; and

WHEREAS, CDPH and DOH initially assessed eight motel properties for use as non-congregate transitional housing, and ultimately selected the 46-room Diplomat Motel located at 5230 North Lincoln Avenue for the Stabilization Housing Pilot Program; and

WHEREAS, The Diplomat Motel is located in the Redevelopment Area on the property legally described on Exhibit A attached hereto and made a part hereof (as improved, the "Acquisition Parcels"); and

WHEREAS, A.C. Motel LLC, an Illinois limited liability company ("Owner"), is the owner of the Acquisition Parcels; and

WHEREAS, The appraised value of the Acquisition Parcels is \$2,900,000 based on an appraisal dated November 17, 2022 (date of value November 2, 2022); and

WHEREAS, The Owner has signed a letter of intent, attached hereto as Exhibit B, to sell the Acquisition Parcels to the City for the Appraised Value; and

WHEREAS, The letter of intent is nonbinding, but DOH and CDPH anticipate the preliminary terms of the letter will lead to the negotiation of a binding purchase agreement with the Owner; and

WHEREAS, CDPH intends to renovate the motel and create up to 40 rooms of transitional housing, including limited quarantine and isolation units (the "Stabilization Housing"); and

WHEREAS, CDPH and DOH anticipate that the average length of stay in the Stabilization Housing will be between three to six months, and that the facility will serve individuals experiencing homelessness on a cyclical basis who have been identified by partner agencies as needing integrated physical and behavioral healthcare services; and

WHEREAS, The Stabilization Housing will provide medical, mental health, substance use, and social service providers to meet the residents' needs throughout their stay on site; and

WHEREAS, Among its many benefits, non-congregate housing limits the spread of COVID-19 and other infectious diseases, improves the health status of residents, results in higher rates of engagement with service providers, and reduces use of city shelters; and

WHEREAS, CDPH and DOH held a community meeting on May 31, 2023, to inform neighborhood residents about the conversion of the Diplomat Motel into non-congregate housing for the Stabilization Housing Pilot Program; and

WHEREAS, CDPH and DOH have issued a Request for Proposals to select an operator for the Stabilization Housing; and

WHEREAS, Under Section 2-124-030(a) of the Municipal Code of Chicago and Section 11-74.4-4(c) of the Act, the Community Development Commission of the City ("Commission") may recommend to the City Council that the City acquire by purchase or condemnation property reasonably necessary to achieve the objectives of a redevelopment project and plan; and

WHEREAS, By Resolution Number 23-CDC-25, adopted by the Commission on May 9, 2023, the Commission recommended the acquisition of the Acquisition Parcels; and

WHEREAS, The City has determined that it is useful, necessary and desirable to acquire for public ownership and control the Acquisition Parcels for the public purpose of establishing the Stabilization Housing, and to achieve the objectives of the Redevelopment Plan, which include, among other things, reducing or eliminating those conditions which qualify the Redevelopment Area as a conservation area; and providing sites for institutional public facilities needed to serve the area residents and the surrounding communities; and

WHEREAS, The City has determined that the acquisition of the Acquisition Parcels, free and clear of leases, agreements and encumbrances for the Stabilization Housing Pilot Program is useful, advantageous or desirable for municipal purposes and public welfare; and

WHEREAS, The City Council finds such acquisition to be for the same purposes as those set forth in Divisions 74.2 and 74.4 of the Illinois Municipal Code; and

WHEREAS, The City Council further finds that such acquisition and exercise of power of eminent domain shall be in furtherance of the Redevelopment Plan, which was first adopted in 1999 and amended in 2000 in accordance with the Act, as recited above, and was in existence prior to April 15, 2006; and

WHEREAS, The City Council further finds that prior to April 15, 2006, the Redevelopment Plan included an estimated \$4,500,000 in property assembly costs as a budget line item in Table 1 to the Redevelopment Plan, and also described property assembly as a part of the redevelopment project for the Redevelopment Area, including in Section V.C.2. of the Redevelopment Plan; and

WHEREAS, The City Council further finds that the Acquisition Parcels were included in the Redevelopment Area prior to April 15, 2006, that there has been no extension in the completion date of the Redevelopment Plan and that the Acquisition Parcels are not located in an industrial park conservation area; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined and declared that it is useful, necessary and desirable that the City acquire the Acquisition Parcels for public purposes, including, without limitation, the establishment of the Stabilization Housing, and for purposes of implementing the goals and objectives of the Redevelopment Plan.

SECTION 3. The Commissioner of DOH and the Commissioner of CDPH (either, the "Commissioner") are hereby authorized to negotiate with the Owner and any other interested parties (collectively, the "Owner(s)") for the purchase of the Acquisition Parcels. If the Commissioner and the Owner(s) are able to agree on the terms of the purchase, the Commissioner is authorized to purchase the Acquisition Parcels on behalf of the City for the agreed price. If the Commissioner is unable to agree with the Owner(s) on the terms of the purchase, or if the Owner(s) are incapable of entering into such a transaction with the City, or if the Owner(s) cannot be located, then the Corporation Counsel is authorized, in furtherance of the findings and public purposes set forth in this ordinance and in accordance with the authority conferred by the Illinois Constitution of 1970, Article VII, Section 6(a) and the Illinois Compiled Statutes, including specifically but without limitation the provisions of Section 5/11-74.4-4(c) of the Illinois Municipal Code, to institute and prosecute condemnation proceedings on behalf of the City in accordance with the Illinois Eminent Domain Act, 745 ILCS 30-1-1-1, et seq., for the purpose of acquiring fee simple title to or a lesser interest in some or all of the Acquisition Parcels under the City's power of eminent domain. Such acquisition efforts shall commence with respect to the Acquisition Parcels, within four (4) years of the date of the publication of this ordinance. Commencement shall be deemed to have occurred upon the City's delivery of an offer letter to the Owner(s) of the Acquisition Parcels.

SECTION 4. The Commissioner or a designee of the Commissioner is each hereby authorized to negotiate, execute and deliver such documents as may be necessary or appropriate to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel, including indemnification.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

[Exhibit "B" referred to in this ordinance is printed on
pages 1923 through 1926 of this *Journal*.]

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

Exhibit "A".

Legal Description Of Acquisition Parcels (subject to final survey and title commitment):

Lots 55, 56, 57, 58, 59 and 60 in Oliver L. Salinger and Company's Lincoln Avenue Subdivision, a subdivision of part of the south half of the west half of the east half of the northeast quarter of Section 12, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5230 North Lincoln Avenue
Chicago, Illinois 60625.

Permanent Index Numbers:

13-12-229-016-0000;

13-12-229-017-0000;

13-12-229-018-0000;

13-12-229-019-0000;

13-12-229-020-0000; and

13-12-229-021-0000.

*Exhibit "B".**Letter Of Intent.*

CITY OF CHICAGO

DEPARTMENT OF HOUSING

March 8, 2023

A.C. Motel, LLC
Attn: Hok Lun Orn
5230 N. Lincoln Avenue
Chicago, Illinois 60625

A.C. Motel, LLC
Hok Lun Orn, Registered Agent
5230 N Lincoln Avenue
Chicago, IL 60625

Re: Letter of Intent to Purchase The Diplomat Motel (5230 N. Lincoln Avenue)

Dear Mr. Kusecek:

The purpose of this letter is to indicate the basis on which the City of Chicago ("Purchaser") is prepared to acquire the Property (as hereinafter defined). THIS IS A LETTER OF INTENT ONLY AND SHALL IN NO EVENT BE DEEMED TO BE A LEGALLY BINDING CONTRACT. In particular, Seller understands and agrees that the acquisition of the Property is contingent upon Chicago City Council approval of the transaction. This letter is, however, an indication of the intent of each party to negotiate the terms of a binding real estate purchase and sale agreement generally on the following terms:

1. Property. The Property consists of fee simple title to The Diplomat Motel located at 5230 N. Lincoln, Chicago, Illinois 60625.

2. Purchase Price. The Purchase Price for the Property shall be \$2,900,000.00, payable and allocated as follows:

(a) Earnest Money. Purchaser shall deliver to Greater Illinois Title Company (or such other title insurance company as is mutually acceptable to the parties) as escrowee ("Escrowee"), the sum of \$29,000.00 (1% of Purchase Price) as initial earnest money, within 45 business days after the full execution and delivery of a purchase and sale agreement by both parties. The initial earnest money shall be refundable at any time during the inspection period. If Purchaser does not terminate the purchase and sale agreement within the inspection period, the earnest money shall serve as liquidated damages to Seller in the event of default by Purchaser and as Seller's sole and exclusive remedy. The earnest money shall be held in an interest-bearing account with interest credited to Purchaser at closing. The earnest money shall be applied to the Purchase Price at closing.

(b) Cash Balance. Purchaser shall pay the balance of the Purchase Price in cash at closing.



CITY OF CHICAGO

DEPARTMENT OF HOUSING

3. Delivery of Documents. Promptly upon the execution of this letter of intent, Seller shall deliver to Purchaser any information in Seller's possession that could be pertinent to the ownership and operation of the Property, including, but not limited to, preliminary title reports and surveys; leases (if any); financial information from all accounting books and records, including income statements and current year-to-date budgets; real estate tax bills and special assessment bills for the last three years; environmental reports; physical reports (including architectural, environmental, and engineering reports); and "as built" plans and specifications.

4. Authorization & Approval Period. Purchaser shall have a period of 150 business days to seek the review and approval of an ordinance authorizing the acquisition of the Property by the City Council of the City of Chicago.

5. Inspection Period. Purchaser shall have a period of 60 business days after the passage and approval by the City Council of the City of Chicago of an ordinance authorizing the acquisition of the Property in which to conduct an inspection of the Property. During that period, Purchaser shall have the right to examine title and survey and to inspect the Property and perform studies and/or investigations with respect to the Property, including, without limitation, structural, mechanical, and environmental studies and investigations, and to perform any other due diligence that Purchaser deems reasonably necessary in connection with its acquisition of the Property. If, after such studies and/or investigations, Purchaser, in its sole discretion, determines that the Property is not satisfactory to Purchaser for any reason, Purchaser may terminate the purchase and sale agreement by written notice to Seller delivered prior to the expiration of the inspection period.

6. Closing. The closing would occur within 30 days after the expiration of the inspection period on a mutually agreeable date.

7. Broker. No broker, real estate agent, or finder is due any fee or commission in connection with this transaction.

8. Contract. Upon acceptance by Seller of this letter of intent, Purchaser shall prepare a purchase and sale agreement that incorporates the terms and conditions of this letter of intent, includes representations and warranties by Seller for the benefit of Purchaser as to the Property, and otherwise contains terms and conditions and is in a form customary for the Chicago area.

Purchaser and Seller hereby expressly acknowledge that (a) any action taken by Purchaser in connection with this letter of intent shall not be deemed to be an agreement of Purchaser to purchase the Property and that no such obligation shall be imputed unless and until a written agreement with respect thereto has been signed by both Seller and Purchaser; (b) the parties have not agreed on the material terms of any agreement relating to the purchase and sale of the Property; and (c) either Seller or Purchaser may determine,



DEPARTMENT OF HOUSING
CITY OF CHICAGO

MEMORANDUM

TO: Reshma Soni,
Comptroller

From: Marisa Novara
Marisa Novara, Commissioner- Housing

Re: **Delegation of Signature Authority** for the Following dates:
3/7/2023-3/17/2023


March 1, 2023

Please find attached a "Delegation of Signature Authority form", executed by Commissioner Marisa Novara on March 1, 2023, the following dates that signature authority will be covered will be:
March 7, 2023, to March 17, 2023.

I hereby designate Bryan Esenberg with the power to sign, as proxy for the Commissioner of the Department of Housing the following categories of documents and matters during the period of my absence from the office.

- Payment Vouchers, subject to approval by Deputy Commissioner of Finance for DOH
- Redevelopment agreements and all related instruments, subject to approval by corporation council
- Other TIF related agreements, subject to approval by corporation council
- Intergovernmental agreements, subject to approval by corporation council
- Authorize loan agreements or related documents to the loans for MF development activity, subject to approval by corporation council.

Sign


Bryan Esenberg

Managing Deputy Commissioner

Should you have any questions in my absence please feel free to contact Bryan Esenberg at
Bryan.esenberg@cityofchicago.org



CITY OF CHICAGO

DEPARTMENT OF HOUSING

each in its sole discretion, to terminate all negotiations with respect to the purchase and sale of the Property at any time prior to the execution of a purchase and sale agreement.

If the terms outlined herein are acceptable, Seller should execute this letter where indicated below and return it to my attention no later than March 31, 2023. Signatures by electronic transmission shall have the same force and effect as original signatures. If you have questions, please feel free to contact Development Coordinator Michael Lofton at 312-744-7223.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan Eisenberg", written over a horizontal line.

Bryan Eisenberg
Managing Deputy Commissioner
City of Chicago Department of Housing

ACKNOWLEDGED AND AGREED TO
THIS 19 DAY OF 3, 2023.

A.C. Motel, LLC

By: HOK ORN ZAR OIts: MEMBER LLC

COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS.

CALL FOR MONTHLY HEARINGS BY COMMITTEE ON IMMIGRANT AND REFUGEE RIGHTS REGARDING CITY PLANS AND PROCESSES IN RESPONSE TO MIGRANT AND REFUGEE ARRIVALS TO CHICAGO.

[R2023-908/R2023-0001022]

The Committee on Immigrant and Refugee Rights submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Immigrant and Refugee Rights, having had under consideration, a resolution (R2023-908/R2023-0001022) introduced by Alderperson Vasquez concerning monthly hearings on City's plans and processes to address migrant and refugee arrivals, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present on June 28, 2023, with no dissenting votes.

Respectfully submitted,

(Signed) ANDRE VASQUEZ,
Chairman.

On motion of Alderperson Vasquez, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Chicago as a city was founded in 1780 by John Baptiste Pointe DuSable on indigenous land belonging to the Potawatomi, Odawa and Ijibwe or the Three Fires Confederacy; and

WHEREAS, In 1985, Mayor Harold Washington issued an Executive Order prohibiting City employees from enforcing federal immigration laws and halting the City's practice of asking job and driver's license applicants about their citizenship status; and

WHEREAS, In 2006, Mayor Richard M. Daley and the Chicago City Council reaffirmed the Executive Order and then voted the order into law per the municipal code; and

WHEREAS, In 2012, Mayor Rahm Emanuel introduced the Welcoming City Ordinance to ensure that Chicago is a sanctuary city for immigrants seeking refuge; and

WHEREAS, In 2022, Mayor Lori Lightfoot and the City Council voted to further expand the protections in the Welcoming City Ordinance; and

WHEREAS, In 2022, asylum seekers who came into the United States via Texas came to be bussed and flown into Chicago by its Republican Governor Greg Abbot; and

WHEREAS, Since that time, over 11,000 refugees have been sent to Chicago, with over 500 of them men, women and children being left with no option other than to live and sleep in every police station in the City of Chicago; and

WHEREAS, The Chicago Department of Health, the Office of Emergency Management and Coordination, the Department of Family Support Services, the Department of Housing and the Mayor's Office are working to establish shelter, support services and a welcoming infrastructure in Chicago; and

WHEREAS, Chicago, not having proper welcoming or transitional infrastructure to support the influx of refugees, has relied on the organization and work of mutual aid networks comprised of volunteer neighbors to provide meals, clothing, blankets and other resources for months; and

WHEREAS, The state legislature and the federal government have provided minimum support, both financial and legislative, to Chicago to build the necessary staff and shelter support system; and

WHEREAS, It is in the public interest to know what work is being done, what funds are being invested and what the opportunities are to support both the newest refugee arrivals and the existing marginalized communities and populations; now, therefore,

Be It Resolved, That we, the members of the Chicago City Council, assembled here on this 19th day of July 2023, do hereby call for monthly hearings of the Committee on Immigrant and Refugee Rights to receive updates on what the Johnson Administration and its City department plans and processes are, on what the neighbor-led volunteer mutual aid network is supporting and what progress is being made at the state and federal levels; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chair of the Committee of Immigrant and Refugee Rights for immediate adoption.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 11.87 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. WALLACE ST.

[O2023-2098/O2023-0002242]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 19, 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 Raymond Lopez (which was referred on May 24, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (11.87) to allow the issuance of additional alcoholic liquor licenses on portion of South Wallace Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on July 13, 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, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The 15th Ward Business, License and Zoning Committee met and voted in full support of the associated changes to Municipal Code Section 4-60-022 during its February 2023 meeting; and

WHEREAS, The condition for public support was met during the May monthly meeting of the Canaryville Improvement Association; now, therefore,

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.)

(11.87) ~~On Wallace Street, from 43rd Street to 45th Street.~~

(Omitted text is unaffected by this ordinance.)

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

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]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 19, 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 Gilbert Villegas (which was referred on June 21, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (26.2) to allow the issuance of additional alcoholic liquor licenses on portion of West Chicago Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on July 13, 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, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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.)

~~(26.2) On Chicago Avenue, from Francisco Avenue to California Ave.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING
SUBSECTION 37.24 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF W. DIVISION ST.

[O2023-1984/SO2023-0002240]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 19, 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 Emma Mitts (which was referred on May 24, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (37.24) to allow the issuance of additional alcoholic liquor licenses on portion of West Division Street, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on July 13, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

On motion of Alderperson Silverstein, 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, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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.)

~~(37.24) On West Division Street, from North Long Avenue to North Central Avenue.~~

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 49.29 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF N. CLARK ST.

[O2023-2239/O2023-0001204]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, July 19, 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 Maria E. Hadden (which was referred on June 21, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (49.29) to allow the issuance of additional package goods licenses on a portion of North Clark Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on July 13, 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, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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.)

~~(49.29) On Clark Street, from Lunt Avenue to Pratt Boulevard.~~

(Omitted text is unaffected by this ordinance.)

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

COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.

AMENDMENT OF CHAPTER 10-8 OF MUNICIPAL CODE BY MODIFYING SECTION 10-8-180 AND ADDING NEW ARTICLE VII ENTITLED "CHICAGO PLOW THE SIDEWALKS PILOT PROGRAM".

[O2023-2104/SO2023-0002851]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, for which a meeting was held on July 14, 2023, recommends passage of the following item: amendment of the Municipal Code Chapter 10-8 by modifying Section 10-80-180 and adding new Article VII entitled "Chicago Plow the Sidewalk Pilot Program" (SO2023-0002851), introduced on May 24, 2023 by Alderperson Villegas (36th Ward).

A recommendation of *Do Pass* was concurred in by a viva voce vote of the members of the committee present on July 14th, 2023, 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, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- Alderperson Beale -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. Section 10-8-180 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

10-8-180 Snow And Ice Removal.

(Omitted language is unaffected by this ordinance.)

(b) Any person who violates this section shall be fined not less than \$50.00 nor more than \$500.00 for each offense, and each day such offense shall continue shall constitute a distinct and separate offense.

Exemption. This penalty shall not apply to any owner, lessee, tenant, occupant or other person in charge of any residential building failing to comply with this Section for property located in an active pilot area under the Chicago Plow the Sidewalks Pilot Program, established in accordance with an ordinance adopted by the City Council, during the term of the pilot.

SECTION 2.

Chicago Plow The Sidewalks Pilot Program.

(a) Definitions.

As used in Section 2 of this ordinance, the following definitions shall apply:

“Program” means the Chicago Plow the Sidewalks Pilot Program established in accordance with Section 2 of this ordinance.

“Departments” means the City’s Department of Streets and Sanitation and the City’s Department of Transportation.

(b) Purpose -- Establishment Of Program.

Section 2 of this ordinance shall be known and may be cited as the “Chicago Plow the Sidewalks Pilot Program Ordinance”. The purpose of the Program is to have the City or its agents clear snow and ice from sidewalks to further safe and equitable transit and mobility access that increases economic opportunity within selected pilot areas and to educate City residents on the Program’s impact on general welfare, community and government collaboration, social and economic benefits, City revenue, and business engagement. It is also the purpose of this Program to lessen unemployment in the City by providing jobs clearing sidewalks of snow and ice. The Departments, or any singular Department or successor thereof, or other City Department not herein defined, as recommended by the working group pursuant to Subsection (c) of Section 2 of this ordinance, are authorized to establish and administer the Program in accordance with Section 2 of this ordinance, pending approval from the Committee on Pedestrian and Traffic Safety and City Council.

(c) Working Group.

(1) Establishment Of A Working Group. The Departments together, and with consultation from the Chair of the Committee on Pedestrian and Traffic Safety, shall establish a working group of City staff members no later than 60 days after the effective date of this ordinance. The working group shall be comprised of representatives from the Chicago Departments of Streets and Sanitation, Transportation, Office of Budget and Management, Assets, Information, and Services, Human Resources Procurement Services, and the Mayor's Office for People with Disabilities.

(2) Working Group Guidelines.

(A) The working group shall be tasked with advising the Departments on guidelines for the establishment of the Program, which shall include: the size of the pilot area, the selection of the pilot area, the source of revenue to fund the pilot program, how labor will be hired, the end date of the Program, the lead Department or Departments to establish and administer the Program, and any liability concerns associated with the creation of the Program.

(B) The working group shall consider the following criteria when determining the pilot area or areas for the Program:

1. the concentration of individuals above the age of 65;
2. public transit ridership;
3. the number of zero-car households;
4. areas of historical disinvestment;
5. the concentration of low-income households;
6. the concentration of families with children under the age of five;
7. the percentage of persons with disabilities;
8. population density; and
9. other relevant criteria.

(C) The working group shall consult with Aldermen and community members regularly and no less than three times before May 31, 2024, when determining their recommendations. Community members shall include disability community experts, transportation experts, public health experts, community organizations, and other sources as determined by the Chair of the Committee on Pedestrian and Traffic Safety.

(D) The working group shall present their recommendations to the Departments, Committee on Pedestrian and Traffic Safety, and community no later than May 31, 2024.

(3) Study. After the commencement of the Program, and no later than May 1, 2025, representatives of the working group shall present to the Committee on Pedestrian and Traffic Safety a study on the impacts of the Program, including, but not limited to, the public health impacts, labor force impacts, financial impacts, legal liabilities, and community response.

(4) Sunset Date. The working group shall sunset after May 31, 2025.

SECTION 3. This ordinance shall take effect upon passage and publication.

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

(Except For Handicapped)

[SO2023-0002817]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 19, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Number Parking:

Ward	Location And Permit Number
7	10321 South Crandon Avenue -- Disabled Parking Permit Number 131714; [O2023-0001968]
7	9157 South Paxton Avenue -- Disabled Parking Permit Number 131154; [O2023-0001972]
7	9004 South Luella Avenue -- Disabled Parking Permit Number 125245; [O2023-1511/O2023-0002823]
11	2724 South Quinn Street -- Disabled Parking Permit Number 131083; [O2023-0001973]
13	6206 South Normandy Avenue -- Disabled Parking Permit Number 131179; [O2023-2245/O2023-0001052]

Ward	Location And Permit Number
13	5819 South New England Avenue -- Disabled Parking Permit Number 131222; [O2023-2246/O2023-0001053]
13	4032 West 57 th Place -- Disabled Parking Permit Number 131655; [O2023-2247/O2023-0001054]
13	5736 South Nottingham Avenue -- Disabled Parking Permit Number 131703; [O2023-2248/O2023-0001055]
13	5514 South Mayfield Avenue -- Disabled Parking Permit Number 130605; [O2023-2249/O2023-0001056]
13	6204 South Keeler Avenue -- Disabled Parking Permit Number 130404; [O2023-2250/O2023-0001062]
15	6134 South Richmond Street -- Disabled Parking Permit Number 131686; [O2023-0002649]
15	5736 South Campbell Avenue -- Disabled Parking Permit Number 131004; [O2023-0001730]
15	510 West 46 th Place -- Disabled Parking Permit Number 130222 -- Robert A. Shaughnessy be amended by striking the above and inserting in lieu thereof 510 West 46 th Place -- Disabled Parking Permit Number 130222 -- Florence A. Shaughnessy; [O2023-0001731]
15	6627 South Francisco Avenue -- Disabled Parking Permit Number 128524; [O2023-1800/O2023-0002827]
15	6522 South Honore Street -- Disabled Parking Permit Number 129969; [O2023-1819/O2023-0002830]
15	4839 South Seeley Avenue -- Disabled Parking Permit Number 129925; [O2023-1848/O2023-0002837]
15	5038 South Rockwell Street -- Disabled Parking Permit Number 129911; [O2023-1866/O2023-0002838]
15	6525 South Paulina Street -- Disabled Parking Permit Number 129983; [O2023-1883/O2023-0002840]
15	5642 South Winchester Avenue -- Disabled Parking Permit Number 131691; [O2023-1972/O2023-0002841]

Ward	Location And Permit Number
15	5749 South Artesian Avenue -- Disabled Parking Permit Number 130858; [O2023-1973/O2023-0002842]
15	4545 South California Avenue -- Disabled Parking Permit Number 1310017; [O2023-2112/O2023-0002844]
15	4352 South Campbell Avenue -- disabled permit parking; [O2023-2113/O2023-0002847]
15	6601 South Damen Avenue -- disabled permit parking; [O2023-2114/O2023-0002850]
15	4513 South Hermitage Avenue -- Disabled Parking Permit Number 130929; [O2023-2116/O2023-0002855]
15	5636 South Honore Street -- disabled permit parking; [O2023-2117/O2023-0002857]
15	5723 South Honore Street -- Disabled Parking Permit Number 128864; [O2023-2120/O2023-0002860]
15	4520 South Marshfield Avenue -- Disabled Parking Permit Number 130799; [O2023-2123/O2023-0002861]
15	5542 South Mozart Street -- Disabled Parking Permit Number 129889; [O2023-2124/O2023-0002862]
15	6046 South Mozart Street -- Disabled Parking Permit Number 132061; [O2023-2125/O2023-0002863]
15	4739 South Rockwell Street -- Disabled Parking Permit Number 126647; [O2023-2128/O2023-0002865]
15	4849 South Seeley Avenue -- Disabled Parking Permit Number 131948; [O2023-2131/O2023-0002866]
15	5023 South Seeley Avenue -- Disabled Parking Permit Number 131016; [O2023-2132/O2023-0002869]
15	5708 South Washtenaw Avenue -- Disabled Parking Permit Number 131951; [O2023-2133/O2023-0002870]
15	5836 South Washtenaw Avenue -- Disabled Parking Permit Number 129405; [O2023-2135/O2023-0002871]

Ward	Location And Permit Number
15	6219 South Whipple Street -- Disabled Parking Permit Number 130728; [O2023-2136/O2023-0002874]
15	5819 South Wolcott Avenue -- Disabled Parking Permit Number 131999; [O2023-2139/O2023-0002878]
15	6137 South Wood Street -- Disabled Parking Permit Number 130906; [O2023-2141/O2023-0002880]
15	2534 West 45 th Place -- Disabled Parking Permit Number 130859; [O2023-2142/O2023-0002881]
15	2530 West 46 th Street -- Disabled Parking Permit Number 130123; [O2023-2143/O2023-0002885]
17	7715 South Morgan Street (signs to be posted at 7717 South Morgan Street) -- Disabled Parking Permit Number 131030; [O2023-0001976]
17	6841 South Paulina Street -- Disabled Parking Permit Number 128998; [O2023-1801/O2023-0002736]
17	7248 South Paulina Street -- Disabled Parking Permit Number 129979; [O2023-1819/O2023-0002740]
23	7128 South Harding Avenue -- Disabled Parking Permit Number 131015; [O2023-2229/O2023-0001325]
23	3923 West 61 st Place -- Disabled Parking Permit Number 131444; [O2023-2228/O2023-0001328]
23	5242 South Kolin Avenue -- Disabled Parking Permit Number 131045; [O2023-2227/O2023-0001330]
23	3700 West 56 th Street -- Disabled Parking Permit Number 128088; [O2023-2226/O2023-0001333]
23	5300 South Mulligan Avenue (signs to be posted at side of home on West 53 rd Street by side door) -- Disabled Parking Permit Number 130408; [O2023-2217/O2023-0001340]
23	6034 West 55 th Street -- Disabled Parking Permit Number 129442; [O2023-2215/O2023-0001344]

Ward	Location And Permit Number
26	1847 North Mozart Street -- Disabled Parking Permit Number 131395; [O2023-2311/O2023-0001350]
27	2640 West Monroe Street -- Disabled Parking Permit Number 1131410; [O2023-2216/O2023-0001359]
27	2924 West Wilcox Street -- Disabled Parking Permit Number 131654; [O2023-0002640]
39	3916 West Argyle Street -- Disabled Parking Permit Number 131873; [O2023-0002628]
39	5107 North Kenton Avenue -- Disabled Parking Permit Number 130438; [O2023-0002629]
39	4306 North Keystone Avenue -- Disabled Parking Permit Number 130137; [O2023-0002630]
39	4421 North Keystone Avenue -- Disabled Parking Permit Number 130674; [O2023-0002632]
39	4815 North Kostner Avenue -- Disabled Parking Permit Number 132171; [O2023-0002633]
39	4936 North Karlov Avenue -- Disabled Parking Permit Number 129523; [O2023-0002642]
39	4012 North Keystone Avenue -- Disabled Parking Permit Number 130438; [O2023-0002643]
39	5215 North Kimball Avenue -- Disabled Parking Permit Number 131843; [O2023-0002645]
39	5441 North Sawyer Avenue -- Disabled Parking Permit Number 132158; [O2023-0002647]
39	5830 North Bernard Street -- Disabled Parking Permit Number 132161; [O2023-0002648]
41	5724 North Oriole Avenue -- Disabled Parking Permit Number 130887; [O2023-0002639]
45	5026 West Montrose Avenue -- Disabled Parking Permit Number 129421; [O2023-2321/O2023-0001391]
47	4142 North Damen Avenue -- Disabled Parking Permit Number 03790; [O2023-0002653]

Repeal Of Disabled Permit Parking:

Ward	Location And Permit Number
11	Repeal Disabled Parking Permit Number 42599 at 3405 South Lituanica Avenue; [O2023-0001974]
13	Repeal Disabled Parking Permit Number 125158 at 6034 South Monitor Avenue; [O2023-2251/O2023-0001064]
13	Repeal Disabled Parking Permit Number 113900 at 6753 West 64 th Place; [O2023-0001066]
13	Repeal Disabled Parking Permit Number 77264 at 6402 South Long Avenue; [O2023-2253/O2023-0001067]
23	Repeal Disabled Parking Permit Number 49753 at 3621 West 60 th Street; [O2023-2231/O2023-0001313]
23	Repeal Disabled Parking Permit Number 14696 at 3842 West 57 th Place; [O2023-2230/O2023-0001322]
32	Repeal Disabled Parking Permit Number 92660 at 2158 West Fletcher Street; [O2023-2265/O2023-0001369]
38	Repeal Disabled Parking Permit Number 125654 at 7022 West School Street; [O2023-2269/O2023-0001382]
38	Repeal Disabled Parking Permit Number 121980 at 4315 North Moody Avenue; [O2023-2268/O2023-0001386]
38	Repeal Disabled Parking Permit Number 113059 at 3405 North Paris Avenue; [O2023-2267/O2023-0001387]
39	Repeal Disabled Parking Permit Number 3018 at 4365 West Leland Avenue (signs posted at approximately 4646 North Kostner Avenue); [O2023-0002631]
39	Repeal Disabled Parking Permit Number 127540 at 4844 North Keeler Avenue. [O2023-0002634]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2023-0002819]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 19, 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 establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
1	1260 North Bosworth Avenue -- amend Residential Permit Parking Zone 154 to include 1260 North Bosworth Avenue; [O2023-0002636]
1	2624 -- 2726 West Belden Avenue (north side) and 2625 -- 2713 West Belden Avenue (south side) -- amend Residential Permit Parking Zone 102 -- at all times -- all days; [O2023-0002650]
15	4900 -- 4999 South Winchester Avenue (east and west sides) -- Residential Permit Parking Zone 2397 -- at all times -- all days; [Or2023-117/Or2023-0002908]
19	South Bell Avenue from the commercial alley south to West 96 th Street -- residential permit parking zone; [O2023-1576/O2023-0002873]
25	1822 -- 1830 South Peoria Street (west side) -- Residential Permit Parking Zone 2389 -- at all times -- all days; [O2023-2292/O2023-0001348]
35	North St. Louis Avenue (east and west sides) between West Lyndale Avenue and West Belden Avenue -- residential permit parking zone -- 6:00 P.M. to 6:00 A.M. -- all days; [Or2023-186/Or2023-0002916]
43	1700 -- 1998 North Stockton Drive (even side) and 1701 -- 1999 North Stockton Drive (odd side) -- Residential Permit Parking Zone 142 -- 10:30 P.M. to 6:00 A.M. -- all days; [Or2023-0002678]
43	2000 -- 2398 North Stockton Drive (even side) and 2001 -- 2399 North Stockton Drive (odd side) -- Residential Permit Parking Zone 143 -- 10:30 P.M. to 6:00 A.M. -- all days. [Or2023-0002679]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.
[SO2023-0002818]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 19, 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 traffic lane tow zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
1	Repeal ordinance which reads: "1340 -- 1380 North Dean Street -- no parking/tow-away zone -- street cleaning signs -- 9:00 A.M. to 3:00 P.M. -- first Tuesday of the month -- April 1 through November 30"; [O2023-0002637]
28	West Washington Boulevard (both sides), from North Homan Avenue to North Hamlin Avenue -- no stopping/no standing/no parking -- tow-away zone -- at all times -- all days; [O2023-0002623]
28	West Warren Boulevard (both sides) from North Homan Avenue to dead end west thereof -- no stopping/no standing/no parking -- tow-away zone -- at all times -- all days; [O2023-0002624]
28	West Walnut Street (both sides) from North Central Park Avenue to first alley east thereof -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002625]
28	West Madison Street (south side) from South St. Louis Avenue to South Central Park Avenue -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002626]
28	West Madison Street (north side) from South Homan Avenue to South Central Park Avenue -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002627]
28	North McCrea Drive (both sides) from West Washington Boulevard to West Maypole Avenue -- no stopping/no standing/no parking -- tow-away zone -- 10:00 P.M. to 8:00 A.M. -- all days; [O2023-0002660]

Ward	Location
28	West Music Court Drive (both sides) from South Hamlin Avenue to South Woodward Drive -- no stopping/no standing/no parking -- tow-away zone -- 10:00 P.M. to 8:00 A.M. -- all days; [O2023-0002661]
28	West Schrader Drive (both sides) from West Washington Boulevard to West Maypole Avenue -- no stopping/no standing/no parking -- tow-away zone -- 10:00 P.M. to 8:00 A.M. -- all days; [O2023-0002664]
28	South Woodward Drive (both sides) from West Madison Street to West Jackson Boulevard -- no stopping/no standing/no parking -- tow-away zone -- 10:00 P.M. to 8:00 A.M. -- all days; [O2023-0002665]
28	North Central Park Avenue (both sides) from West Fulton Boulevard to West Lake Street -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002667]
28	South Central Park Avenue (west side) from West Jackson Boulevard to West Fifth Avenue -- no stopping/no standing/no parking -- tow-away zone -- 8:00 A.M. to 8:00 P.M. -- all days; [O2023-0002668]
28	North Central Park Avenue (both sides) from West Lake Street to West Madison Street -- no stopping/no standing/no parking -- tow-away zone -- 10:00 P.M. to 8:00 A.M. -- all days; [O2023-0002669]
28	South Central Park Avenue (both sides) from West Madison Street to West Adams Street -- no stopping/no standing/no parking -- tow-away zone -- 10:00 P.M. to 8:00 A.M. -- all days; [O2023-0002670]
28	West Fifth Avenue (north side) from South Central Park Avenue to dead end west of South Millard Avenue -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002674]
28	West Fifth Avenue (north side) from South Homan Avenue to South St. Louis Avenue -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002675]

Ward	Location
28	West Fulton Boulevard (both sides) from North Central Park Avenue to North Conservatory Drive -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days; [O2023-0002676]
28	West Madison Street (both sides) from South Hamlin Avenue to South Central Park Avenue -- no stopping/no standing/no parking -- tow-away zone -- 8:00 P.M. to 8:00 A.M. -- all days. [O2023-0002677]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.

[SO2023-0002821]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and an order to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, that 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
6	South Wabash Avenue and East 69 th Street -- "All Way Stop" signs, stopping all approaches; [O2023-2304/O2023-0001300]
23	South Mayfield Avenue (both sides) from South Archer Avenue to the first alley north thereof -- two-hour parking -- 9:00 A.M. to 5:00 P.M. -- Monday through Friday; [Or2023-119/Or2023-0002876]
39	North Milwaukee Avenue (east and west sides) from West Peterson Avenue to West Devon Avenue -- no semi-truck parking -- at all times -- all days; [O2023-0002635]
41	West Palatine Avenue (both sides) between North Harlem Avenue and North Avondale Avenue, North Avondale Avenue (both sides) between West Palatine Avenue and West Devon Avenue, and West Highland Avenue (both sides) between North Avondale Avenue and North Odell Avenue -- no semi-truck parking -- at all times -- all days (public benefit). [O2023-0002655]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

COMMITTEE ON PUBLIC SAFETY.

**APPOINTMENT OF ANNETTE GUZMAN AS MEMBER AND CHAIR OF
EMERGENCY TELEPHONE SYSTEM BOARD.**

[A2023-0001261]

The Committee on Public Safety submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred an appointment of Annette Guzman as a member and chair of the Emergency Telephone System Board (A2023-0001261), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on July 11, 2023.

Respectfully submitted,

(Signed) BRIAN HOPKINS,
Chair.

On motion of Alderperson Hopkins, the committee's recommendation was *Concurred In* and the said proposed appointment of Annette Guzman as a member and chair of the Emergency Telephone System Board was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

AMENDMENT OF CHAPTER 2-80 OF MUNICIPAL CODE BY MODIFYING
SECTION 2-80-070 REGARDING ELECTIONS FOR POLICE DISTRICT COUNCILS.
[SO2023-2171/SO2023-0002879]

The Committee on Public Safety submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Public Safety, to which was referred an ordinance (O2023-2171) amending Chapter 2-80 of the Municipal Code by modifying Section 2-80-070 regarding elections for District Councils. The ordinance was substituted (SO2023-0002879) and, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present and with no dissenting votes on July 11, 2023.

Respectfully submitted,

(Signed) BRIAN HOPKINS,
Chair.

On motion of Alderperson Hopkins, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-80-070 of the Municipal Code of Chicago is hereby amended by deleting the text struck through, and by inserting the language underscored, as follows:

2-80-070 District Councils -- Establishment, Purpose, Composition And Duties.

(Omitted text is unaffected by this ordinance.)

(c) Each District Council shall be elected by residents of the District. Persons wishing to appear on the ballot, either as a candidate or a slate of candidates, for District Council shall file a statement of candidacy with the Chicago Board of Election Commissioners and submit petitions for nomination; the signature requirements for the petitions for nomination of District Council candidates shall be equal to the lesser of: (i) 250 registered voters in the District; and (ii) 0.5 percent of the total number of registered voters in the District who voted in the next preceding Presidential election, or but in no event fewer than a minimum of 25 registered voters in the District, whichever is greater. Petitions for nominations under this subsection may contain the names of two or more candidates. If a petition for nomination contains the names of two or more candidates, the signature of a registered voter on such petition shall count towards the minimum signature requirement for each candidate whose name appears on the petition.

Beginning in 2023, and every four years thereafter, District Councils shall be elected in a nonpartisan election coinciding with the consolidated primary election held in odd-numbered years on the last Tuesday in February. The candidates in each District receiving the greatest, second greatest, and third greatest number of votes shall take office on the first Tuesday after the first Monday in May following their election.

In all District Council elections, voters may vote for up to three candidates.

Between the day established by law for the commencement of the circulation period for nomination petitions for District Council election and the day after the District Council election, District boundaries shall not be altered, unless necessary to address a public safety emergency, in which case the Superintendent shall publicly post the reason for the alteration.

If a vacancy occurs on any District Council, then the vacancy shall be filled pursuant to 65 ILCS 5/3.1-10-51. When the Mayor is filling a District Council vacancy, the remaining member or members of the District Council shall, within 30 days of the vacancy being created, identify three people who meet the qualifications established in this Chapter and submit their names to the Commission. From among the names submitted by the District Council, the Commission shall, within 60 days of the vacancy being created, select a person to recommend to the Mayor to fill the vacancy. If all of the positions on a District Council become vacant, the Commission shall, within 60 days of the creation of each vacancy, select a person who meets the qualifications established in this Chapter to recommend to the Mayor to fill the vacancy.

All laws in force in the City governing elections for municipal offices or applicable thereto and not inconsistent with the provisions of this section shall apply to and govern all elections held under the terms of this section.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect December 1, 2023.

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF SECTION 4-6-230 OF MUNICIPAL CODE TO DISALLOW BOOTING OF MOTOR VEHICLES IN 25TH WARD.

[O2023-0001227]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 19, 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 an amendment of Section 4-6-230 of Municipal Code by allowing booting operations in the 25th Ward. This ordinance was referred to the committee on June 21, 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) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-6-230 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-6-230 Booting Of Motor Vehicles.

(Omitted text is unaffected by this ordinance.)

(g) Prohibited Acts. It shall be unlawful for any licensee engaged in the business of booting to:

(Omitted text is unaffected by this ordinance.)

(5) engage in booting operations at any location that is outside the 2nd Ward, 6th Ward, 9th Ward, 10th Ward, 11th Ward, 12th Ward, 15th Ward, 16th Ward, 21st Ward, 22nd Ward, 23rd Ward, 24th Ward, ~~25th Ward~~, 26th Ward, 27th Ward, 28th Ward, 29th Ward, 30th Ward, 31st Ward, 32nd Ward, 33rd Ward, 34th Ward, 35th Ward, 36th Ward, 37th Ward, 38th Ward, 40th Ward, 42nd Ward, 43rd Ward, 44th Ward, 45th Ward, 46th Ward, 47th Ward, 48th Ward, or 49th Ward, all bounded as provided in Article III of Chapter 2-8 of the Code.

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

APPROVAL OF PLAT OF ENCUESTRO SQUARE RESUBDIVISION.

[O2023-2276/O2023-0001223]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 19, 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 subdivision to Encuentro Square Resubdivision, bounded by West Cortland Street, West Bloomingdale Avenue, North Ridgeway Avenue and the railroad tracks to the west (approximately North Springfield Avenue) in the 26th Ward. This ordinance was referred to the committee on June 21, 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) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Encuentro Square Resubdivision, being a resubdivision of certain lots owned by the City of Chicago acting by and through its Department of Planning and Development ("Developer") in the block bounded by West Cortland Street, West Bloomingdale Avenue, North Ridgeway Avenue, and RR tracks to the west (approximately North Springfield Avenue), and legally described in the attached plat (Exhibit A, CDOT File: 35-26-22-4032) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the 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 3. This ordinance shall take effect and be in force from and after its passage and publication. The subdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

CDOT File Number:

35-26-22-4032.

[Exhibit "A" and Plat of Survey attached to in this ordinance
printed on pages 1960 through 1962
of this *Journal*.]

Exhibit "A".

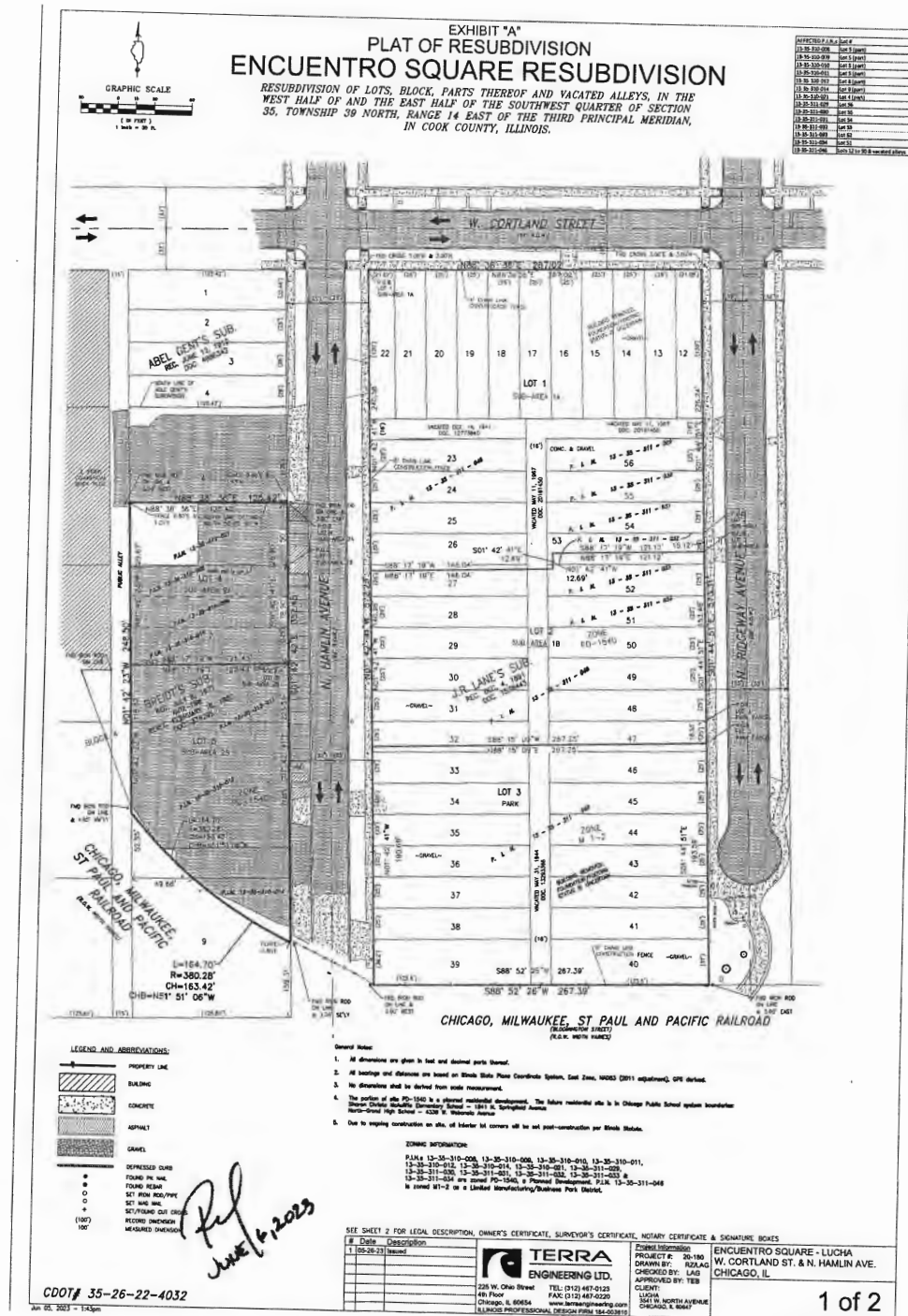
Encuentro Square Resubdivision.
(Page 1 of 2)

Exhibit "A".

Encuentro Square Resubdivision.
(Page 2 of 2)

EXHIBIT "A"
PLAT OF RESUBDIVISION
ENCUENTRO SQUARE RESUBDIVISION

RESUBDIVISION OF LOTS, BLOCK, PARTS THEREOF AND VACATED ALLEYS, IN THE WEST HALF OF AND THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

ALL OF LOTS 12 THROUGH 36 AND THE NORTH-SOUTH AND EAST-WEST 16 FOOT WIDE VACATED ALLEYS, VACATED BY ORDINANCE, RECORDED OCTOBER 14, 1891 AS DOCUMENT NUMBER 12775840, ORDINANCE, RECORDED MAY 31, 1944 AS DOCUMENT NUMBER 13262308 AND ORDINANCE RECORDED MAY 31, 1967 AS DOCUMENT NUMBER 20814500, ALL OF THE 1/2 AC. JAMES BURNHISHON OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 16, TOWNSHIP 46 NORTH, RANGE 13, EAST OF THE THIRD MERIDIAN, WICHITA (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) RECORDED DECEMBER 4, 1891 AS DOCUMENT NUMBER 157843.

THE SOUTH 30 FEET OF LOT 4, LOT 5 AND THAT PART OF LOTS 8 AND 9 (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) ALL INCLUSIVE, IN BLOCK 4 OF BRYDGE'S SUBDIVISION OF THE EAST HALF OF THE NORTH HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 35 AFORESAID, RECORDED JULY 8, 1871, ANTE-FIRE AND RECORDED FEBRUARY 18, 1882 AS DOCUMENT NUMBER 378292, ALL IN COOK COUNTY,

CONTAINING, IN AGGREGATE, 181,888 SQUARE FEET, OR 4.401 ACRES, MORE OR LESS.

PREPARED FOR:

MAN TO:
Steve G. Friedman
Arista & Tower-Records
435 E. Fairchild Plaza, Suite 1000
Chicago, IL 60605

OWNERS CERTIFICATE

STATE OF ILLINOIS) ss
COUNTY OF COOK)

Chicago Park District, a municipal corporation of Illinois, hereby certifies that it is the owner of the property described herein and is authorized to execute and deliver this instrument for the purpose of dedicating public street(s) and/or alley(s) as shown and depicted on a plat herein in witness whereof Illinois said Chicago Park District, a municipal corporation of Illinois, has caused this certificate to be signed by its duly authorized managing member on this _____ day of _____, A.D. 20____.

By _____ Attest: _____
(Title) (Title)

NOTARY CERTIFICATE

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, _____, a Person Public in and for said
county, in the within aforesaid, do hereby certify that _____
are personally known to me to be so
such owner(s) appeared before me this day in person and acknowledged
that he/s/they signed and delivered this copy of his/their/their own free
and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

History Public: _____

STATE OF ALABAMA
COUNTY OF CHEROKEE

We, Terre Engineering, Ltd., Mineola Professional Design Firm 184-003610, hereby certify that the property herein described was surveyed under the direct supervision of an Mineola Professional Land Surveyor and that this Minimum Service conforms to the current Mineola Minimum Standards for a Boundary Survey.

Given under my hand and seal in Chicago, Illinois, the
29th day of May, 2023.

Terra Engineering, Ltd.

 JAMES E. McLEOD, JR., President

Field work completed March 21, 2002

I HEREBY AUTHORIZE THE OWNER OR THEIR AGENT TO FILE THIS
 PLAN OF SUBDIVISION WITH THE COON COUNTY RECORDER'S OFFICE

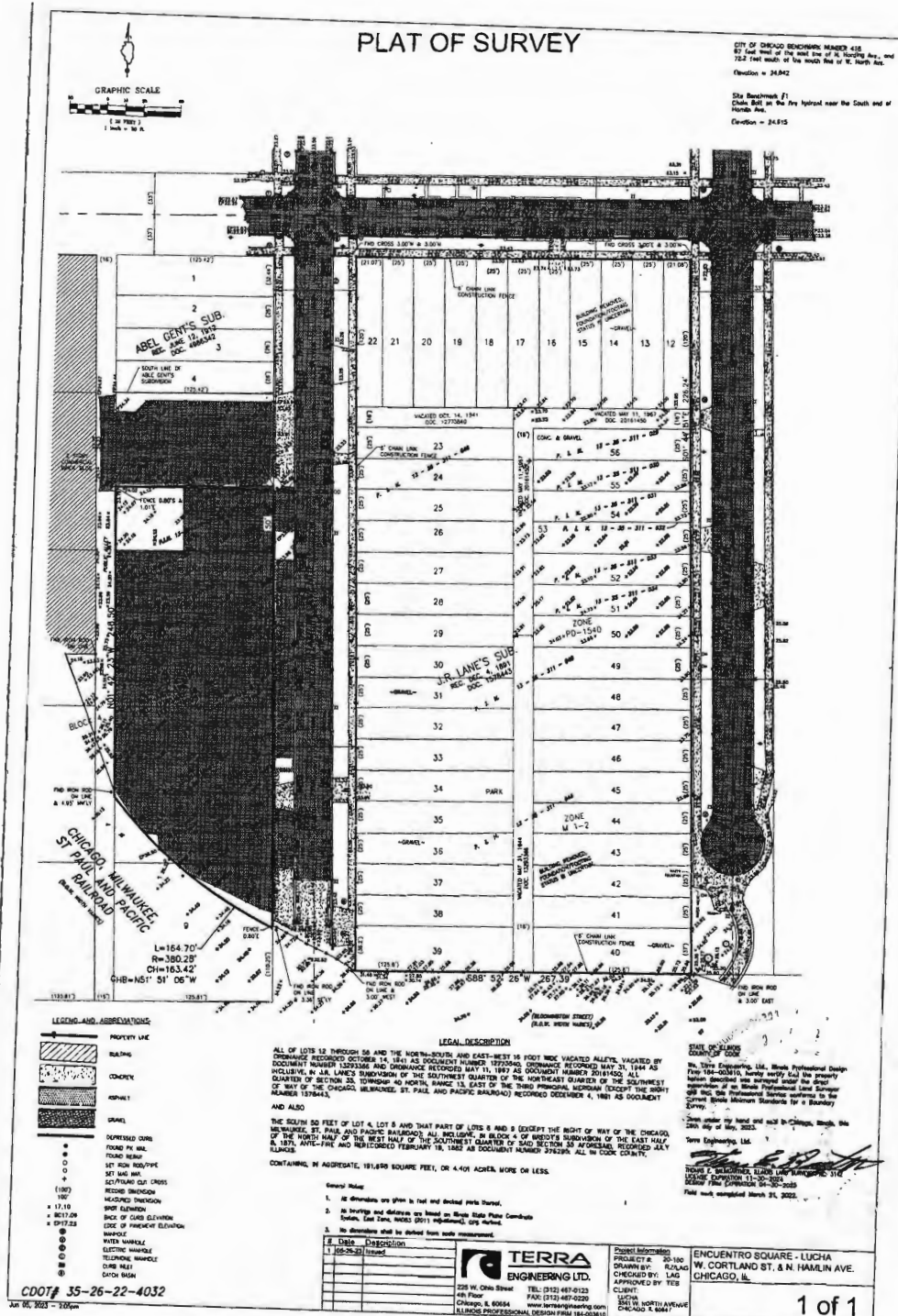
CDOT# 35-26-22-4032

Jun 05, 2023 - 1:36pm
V:\2020\20-180 Encuentro Square LUCHA\SURVEY\DRAWING\20-180 Encuentro Lucha-CDOT ReSub Surveys.dwg
London

# Date Description 1 05-26-23 Issued	 TERRA ENGINEERING LTD. 225 W. Ohio Street 4th Floor Chicago, IL 60654 TEL: (312) 457-6123 FAX: (312) 457-6220 www.terraengineering.com info@terraengineering.com	Project Information PROJECT #: 20-190 DRAWING BY: RZAGAL CHECKED BY: LAG APPROVED BY: TES CLIENT: LUCHA 3441 W. NORTH AVE CHICAGO, IL 60647	ENCUESTRO SQUARE - LUCHA W. CORTLAND ST. & N. HAMLIN AVE. CHICAGO, IL <div style="text-align: right; font-size: 2em;">2 of 2</div>
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2 of 2

Plat Of Survey.



APPROVAL OF PLAT OF HEALTHY BRIGHTON SUBDIVISION.

[O2023-2277/O2023-0001226]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 19, 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 subdivision to Healthy Brighton Subdivision bounded by West 47th Street, South California Avenue, West 48th Place and South Richmond Street for Healthy Brighton Title Holding Corporation in the 14th Ward. This ordinance was referred to the committee on June 21, 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) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 Healthy Brighton Subdivision, being a subdivision of certain lots owned by Healthy Brighton Title Holding Corporation NFP, an Illinois not-for-profit corporation ("Developer"), in the block bounded by West 47th Street, South California Avenue, South Richmond Street and West 48th Place, and legally described in the attached plat (Exhibit A, CDOT File: 12-14-23-4029) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The subdivision herein provided for is made under the express condition that the Developer, and its successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to the subdivision.

SECTION 3. The resubdivision herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance the Developer shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, a certified copy of this ordinance, together with the full-sized corresponding plat approved by the Chicago Department of Transportation's Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The subdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

CDOT File Number:

12-14-23-4029.

[Exhibit "A" referred to in this ordinance printed
on page 1965 of this *Journal*.]

TIME EXTENSION ORDINANCE FOR VACATION OF PUBLIC ALLEYS IN AREA
BOUNDED BY W. 38TH ST., S. HALSTED ST., W. 38TH PL. AND S. LITUANICA AVE.
[O2023-0001234]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 19, 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 time extension ordinance transmitted herewith for vacations to JMK LLC and 3810 South Halsted LLC ("Lincoln Provisions") of the remaining north/south and east/west public alleys in the area bounded by West 38th Street, West 38th Place, South Halsted Street and South Lituania Avenue located in the 11th Ward. This ordinance was referred to the committee on June 21, 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) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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 801 -- 815 West 38th Street, 819 -- 837 West 38th Street, 800 -- 814 West 38th Place, 824 -- 836 West 38th Place, 3801 -- 3813 South Lituanica Avenue, 3817 -- 3831 South Lituanica Avenue, and 3800 -- 3830 South Halsted Street are owned by JMK LLC, an Illinois limited liability company; and

WHEREAS, The properties at 816 -- 822 West 38th Place are owned by 3810 South Halsted LLC, an Illinois limited liability company; and

WHEREAS, The above property owners (together, the "Developers") are affiliated with each other by virtue of common ownership in whole or in part, and the Developers are affiliated with Lincoln Provision, Inc., a meat packing and distribution business that operates at the properties, by virtue of common ownership in whole or in part; and

WHEREAS, The Developers propose to use the alleys to be vacated herein for internal roadways, the creation of a secure campus, and for potential facility expansion; and

WHEREAS, The City Council of the City of Chicago approved an ordinance vacating the below identified right-of-way on November 16, 2022, and appearing in the *Journal of the Proceedings of the City Council of the City of Chicago* on pages 56927 -- 56930 (the "Original Vacation Ordinance"); and

WHEREAS, Section 6 of the Original Vacation Ordinance provided that "within one hundred eighty (180) days after the passage of [the Original Vacation Ordinance], the Developers shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, Illinois, a certified copy of [the Original Vacation Ordinance], together with the associated full-sized plats as approved by the Superintendent of Maps and Plats"; and

WHEREAS, The Developers were unable to record within said one hundred eighty (180) days; and

WHEREAS, The Developers have requested additional time for the recordings; and

WHEREAS, The City Council now seeks to grant the Developers one hundred eighty (180) days in which to record this ordinance, the Original Vacation Ordinance and the associated plats, so the Developers may successfully complete the vacations from the City; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of the public use and the public interest to be subserved is such as to warrant the vacation of those parts of the public alleys described below; now, therefore,

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

SECTION 1. Vacation: 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 Lituana Avenue in Block 18 of Gage, Lemoyne, Hubbard & Others Subdivision (ante-fire) in the east half of the southeast quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, Cook County, Illinois, total area in said parcel is 9,365 square feet, more or less, and 0.215 acre, more or less, as shaded and identified 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 vacations.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison, Comcast, Crowncastle and AT&T/SBC, 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 alleys herein vacated, with the right of ingress and egress at all times. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of said telecommunications facilities. No construction, buildings, permanent structures or obstructions shall occur or be placed over the areas herein vacated without express written release of easement by the involved utilities. Any future, relocation/removal of facilities initiated by the Developers and lying within the areas herein vacated will be accomplished by the involved utilities, and be done at the Developers' expense, or their successors' or assigns' expense.

SECTION 3 The vacations herein provided for are made upon the express condition that within 180 days of the passage of this ordinance and its related plat, the Developers shall pay to the City Treasury of the City of Chicago, a quoted security deposit equal to the costs of Developers' work to public paving, curb, and related appurtenances in accordance with the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way and its appendices. Upon completion of the work, a request for final field inspection and approval of the Developers' construction, shall be made to the CDOT Division of Infrastructure Management, Construction Compliance Unit, Room 905, City Hall, prior to return of said security deposit less any service fee.

SECTION 4. The vacations herein provided for are made upon the express condition that within 180 days after the passage of this ordinance, the Developers shall pay or cause to be paid to the City of Chicago as compensation for the benefits which will accrue to the owners of the properties abutting said part of the public alleys hereby vacated the sum of One Hundred Ninety-nine Thousand and no/100 Dollars (\$199,000.00), which sum in the judgment of this body will be equal to such benefits.

SECTION 5. The vacations herein provided for are made under the express condition that the Developers, and their successors and assigns, shall hold harmless, indemnify and defend the City of Chicago from all claims related to the vacations.

SECTION 6. The vacations herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developers shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a certified copy of Original Vacation Ordinance and of this ordinance, together with the associated full-sized plats as approved by the Superintendent of Maps and Plats.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and approval. The vacations shall take effect and be in force from and after recording of the Original Vacation Ordinance, this ordinance and the approved plats.

Time Extension Ordinance
Approved:

(Signed) Gia Biagi
Commissioner of Transportation

Introduced By:

(Signed) Nicole Lee
Alderman, 11th Ward

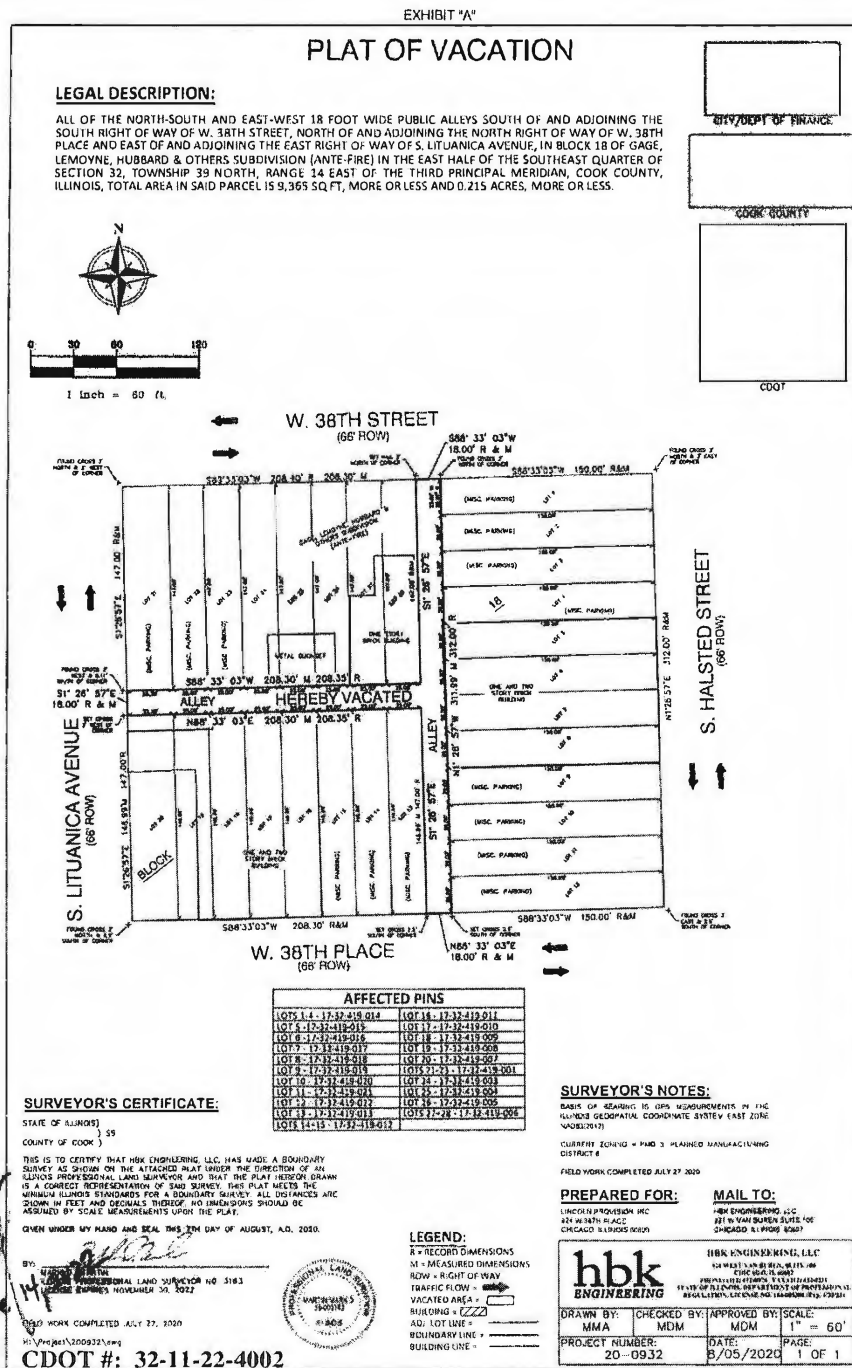
CDOT File Number:

32-11-22-4002.

[Exhibit "A" referred to in this ordinance printed
on page 1970 of this *Journal*.]

Exhibit "A".

Plat Of Vacation.



DEDICATION OF PUBLIC ALLEY IN BLOCK BOUNDED BY E. 48TH ST., E. 49TH ST.,
S. COTTAGE GROVE AVE. AND S. EVANS AVE.

[O2023-0001233]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 19, 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 vacations to alley dedication and opening for Northwestern Memorial Healthcare for dedications of private land and openings of public land to create a new north/south oriented public through alley in the block bounded by East 48th Street, East 49th Street, South Cottage Grove Avenue and South Evans Avenue located in the 4th Ward. This ordinance was referred to the committee on June 21, 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) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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, cooperating with adjacent private property owners can enhance public access by combining efforts to leverage assets and encourage adjacent development by creating new rights-of-way to serve those sites and the surrounding communities; now, therefore,

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

SECTION 1. The Commissioner of the Chicago Department of Transportation, or her designee, is hereby authorized and directed to approve the dedication of certain portions of properties owned by Northwestern Memorial Healthcare ("Developer"), and various individual private home owners, 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, and as legally described in the attached plat of dedication (Exhibit A, CDOT File: 10-04-23-4036) which, for greater certainty, is hereby made a part of this ordinance, said areas being described by the words "Hereby Dedicated". To be dedicated: that part of Joseph Cormack's Subdivision of Lot 1 and the north 32.5 feet of Lot 2 in Elisha Bayley's Subdivision of the east half of the southeast quarter of the northeast quarter of the northeast quarter and the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, recorded as Document Number 2751201 on November 7, 1898, in Cook County, Illinois, described as follows: commencing at the northeast corner of Lot 1 in said Joseph Cormack's Subdivision, also being the south right-of-way line of East 48th Street as widened by order of possession and recorded June 16, 1897 as Document Number 2552533 and the west right-of-way line of South Cottage Grove Avenue as widened by order of possession and recorded January 20, 1893 as Document Number 1803741; thence south 88 degrees, 22 minutes, 29 seconds west along the north line of said Lot 1, 116.00 feet to the point of beginning; thence south 01 degree, 24 minutes, 54 seconds east along a line, 116 feet west of and parallel with the said west line of South Cottage Grove Avenue, 100.05 feet to the south line of said Lot 1; thence south 88 degrees, 22 minutes, 29 seconds west along said south line, 4.14 feet to the west line of said Lot 1; thence north 01 degree, 26 minutes, 21 seconds west along said west line, 100.05 feet to the north line of said Lot 1; thence north 88 degrees, 22 minutes, 29 seconds east along the north line of said Lot 1, 4.20 feet to the point of beginning, containing 417 square feet, 0.0096 acre, more or less, together with that part of Elisha Bayley's Subdivision of the east half of the southeast quarter of the northeast quarter of the northeast quarter and the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, recorded July 12, 1858, ante-fire, in Cook County, Illinois, described as follows: commencing at the northeast corner of Lot 1 in

said Joseph Cormack's Subdivision, also being the south right-of-way line of East 48th Street as widened by order of possession and recorded June 16, 1897 as Document Number 2552533 and the west right-of-way line of South Cottage Grove Avenue as widened by order of possession and recorded January 20, 1893 as Document Number 1803741; thence south 88 degrees, 22 minutes; thence south 01 degree, 24 minutes, 54 seconds east along said west line, 284.57 feet to the north line of the south 80 feet of Lot 3 in said Elisha Bayley's Subdivision; thence south 88 degrees, 22 minutes, 33 seconds west along said north line, 116.00 feet to the point of beginning; thence south 01 degree, 24 minutes, 54 seconds east along a line, 116 feet west of and parallel with the west line of South Cottage Grove Avenue, 212.53 feet to the south line of Lot 4 in said Elisha Bayley's Subdivision; thence south 88 degrees, 22 minutes, 33 seconds west along said south line, 14.14 feet; thence north 01 degree, 24 minutes, 54 seconds west, 66.26 feet; thence south 88 degrees, 22 minutes, 33 seconds west, 2.76 feet; thence north 01 degree, 28 minutes, 48 seconds west, 33.13 feet; thence north 01 degree, 41 minutes, 20 seconds west, 33.13 feet; thence north 01 degree, 24 minutes, 54 seconds west, 30.00 feet; thence north 01 degree, 20 minutes, 25 seconds west, 50.00 feet to the north line of the south 80 feet of said Lot 3; thence north 88 degrees, 22 minutes, 33 seconds west along said north line, 17.03 feet to the point of beginning, containing 3,428 square feet, 0.0787 acre, more or less, with the total area of all said above parcels described being 3,845 square feet or 0.0883 acre, more or less.

SECTION 2. The City of Chicago shall legally open to public traffic all other areas as shaded and legally described by the words "Hereby Opened" on the plat of opening hereto attached as Exhibit B, 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. To be opened: that part of Elisha Bayley's Subdivision of the east half of the southeast quarter of the northeast quarter of the northeast quarter and the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, recorded July 12, 1858, ante-fire, together with part of Joseph Cormack's Subdivision of Lot 1 and the north 32.5 feet of Lot 2 in Elisha Bayley's Subdivision of the east half of the southeast quarter of the northeast quarter of the northeast quarter and the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, recorded as Document Number 2751201 on November 7, 1898, in Cook County, Illinois, described as follows: commencing at the northeast corner of Lot 1 in said Joseph Cormack's Subdivision, also being the south right-of-way line of East 48th Street as widened by order of possession and recorded June 16, 1897 as Document Number 2552533 and the west right-of-way line of South Cottage Grove Avenue as widened by order of possession and recorded January 20, 1893 as Document Number 1803741; thence south 01 degree, 24 minutes, 54 seconds east along the west line of South Cottage Grove Avenue, 100.05 feet to the south line of said Lot 1; thence south 88 degrees, 22 minutes, 29 seconds west along said south line, 116.00 feet to the point of beginning; thence south 01 degree,

24 minutes, 54 seconds east along a line, 116.00 feet west of and parallel with the west line of South Cottage Grove Avenue, 184.52 feet to the north line of the south 80 feet of Lot 3 in said Elisha Bayley's Subdivision; thence south 88 degrees, 22 minutes, 33 seconds west along said north line of the south 80 feet of Lot 3, 17.03 feet; thence north 01 degree, 26 minutes, 51 seconds west, 102.31 feet to the south line of the north 82.50 feet of Lot 2 in said Elisha Bayley's Subdivision; thence north 88 degrees, 22 minutes, 33 seconds east along said south line, 16.00 feet; thence north 01 degree, 26 minutes, 51 seconds west, 82.20 feet to the south line of Lot 1 in said Joseph Cormack's Subdivision; thence north 88 degrees, 22 minutes, 29 seconds east along the south line of said Lot 1, 1.14 feet to the point of beginning, containing 1,837 square feet, 0.0422 acre, more or less, together with that part of Lot 5 in Elisha Bayley's Subdivision of the east half of the southeast quarter of the northeast quarter of the northeast quarter and the east half of the northeast quarter of the southeast quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, recorded July 12, 1858, ante-fire, in Cook County, Illinois, described as follows: commencing at the northeast corner of Lot 1 in said Joseph Cormack's Subdivision, also being the south right-of-way line of East 48th Street as widened by order of possession and recorded June 16, 1897 as Document Number 2552533 and the west right-of-way line of South Cottage Grove Avenue as widened by order of possession and recorded January 20, 1893 as Document Number 1803741; thence south 01 degree, 24 minutes, 54 seconds east along said west line of South Cottage Grove Avenue, 497.10 feet to the north line of Lot 5 in said Elisha Bayley's Subdivision; thence south 88 degrees, 22 minutes, 33 seconds west along said north line, 116.00 feet to the point of beginning; thence south 01 degree, 24 minutes, 54 seconds east along a line, 116.00 feet east of and parallel with the west line of South Cottage Grove Avenue, 99.52 feet to the north line of East 49th Avenue as widened by order of possession and recorded December 19, 1891 as Document Number 1803740; thence south 88 degrees, 22 minutes, 33 seconds west along said north line, 10.02 feet to the west line of the east 9.66 feet of the west half of said Lot 5; thence north 01 degree, 26 minutes, 51 seconds along said west line, 99.52 feet to the north line of said Lot 5; thence north 88 degrees, 22 minutes, 33 seconds east along said north line, 10.07 feet to the point of beginning, containing 1,000 square feet, 0.0230 acre, more or less, with the total area of all said above parcels described being 2,837 square feet or 0.0652 acre, more or less.

SECTION 3. The dedications and openings for public way are accepted upon the express condition that the Developer shall construct all areas of the newly dedicated and opened alley, and file in the City Treasury of the City of Chicago, a security deposit in the amount sufficient to defray the costs of establishing the new alley including paving and curb returns, and constructing the said alley, said alley being constructed according to the current version of the Chicago Department of Transportation Regulations for Opening, Repair and Construction in the Public Way and its appendices, and as agreed to by the Developer in the Duty to Build Agreement hereto attached as Exhibit C, and hereby made a part of this ordinance. Request for final field inspection and approval of the Developer's construction shall be made to the CDOT Division of Infrastructure Management, Construction Compliance Unit, Room 905, City Hall prior to return of said security deposit.

SECTION 4. The dedications and openings herein provided for are made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a certified copy of this ordinance, together with the attached full-sized plats approved by the Chicago 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 approval. The dedications and openings shall take effect and be in force from and after the recording of the approved ordinance and approved plats.

Dedications and Openings
Approved:

(Signed) Gia Biagi
Commissioner,
Department of Transportation

Introduced By:

(Signed) Lamont Robinson
Alderman, 4th Ward

CDOT File Number:

10-04-23-4036.

[Exhibits "A" and "B" referred to in this ordinance
printed on pages 1977 and 1978
of this *Journal*.]

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

Exhibit "C".

Duty To Build Agreement.



Northwestern Memorial HealthCare
251 East Huron Street
Chicago, Illinois 60611-2908
312.926.2000
nm.org

VIA MESSENGER

CDOT / Division of Project Development
Public Way / Vacations Program
2 North LaSalle Street, Suite 900
Chicago, IL 60602

DUTY TO BUILD AGREEMENT FOR CREATION OF NEW STREET/ALLEY

In support of Northwestern Memorial HealthCare's (NMHC) current application with the Chicago Department of Transportation's Public Way unit, for a dedication of its private property for a new public way (public alley), I hereby state that I am the company agent for NMHC and that I have the authority to agree to and bind NMHC to the below terms of the dedication.

PLEASE INITIAL AGREEMENT:

CC

NMHC is aware that it is responsible for the construction of all public and private rights of way (streets, alleys, etc) described on the Plat of Subdivision/Dedication associated with unique CDOT FILE: 10-04-23-4036.

CC

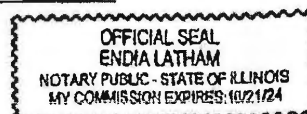
NMHC further understands that all rights of way (both public and private) must be built to standard City specifications as detailed in the most current version CDOT's Regulation for Openings, Construction and Repair in the Public Way.

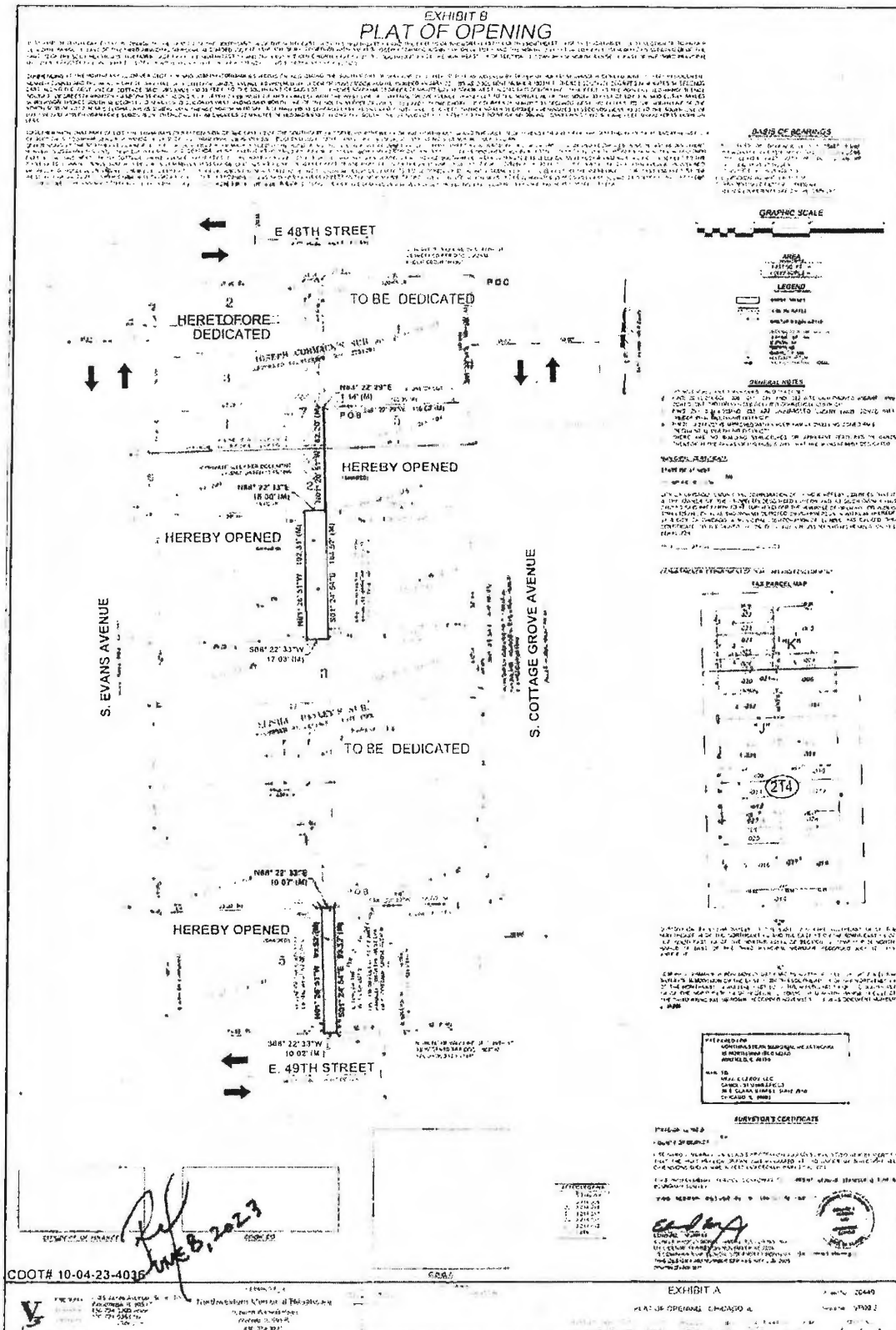
CC

Lastly, NMHC understands that construction deposits will be required to assure that the work is done correctly. An inspection will be conducted by the City upon completion of the work. The City of Chicago reserves the right to require demolition and reinstallation of any facilities that are judged to be sub par or that do not adhere to the City's standards.

Signature: Date: 3/14/23Printed name: Charles S Cloutier Title: Director, Planning & Construction

Organization: Northwestern Memorial HealthCare

Address with Zip: 211 E Ontario, Suite 800 Chicago, IL 60611Phone / Fax: 630.932.5609Email: charles.cloutier@nm.org



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, July 19, 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 substitute ordinance 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 and substitute ordinance were referred to the committee on April 19 and June 21, 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) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances and 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

AP Property Development, Inc.

[O2023-1585/SO2023-0002196]

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 AP Property Development, Inc. located at 5701 North Northwest Highway 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.

Autopol Auto Repair Ltd.

[O2023-0001232]

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 Autopol Auto Repair Ltd., 7043 West Higgins Avenue, Chicago, Illinois 60656, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities for the premises address.

SECTION 2. This ordinance shall be in full force and take effect from and after its passage and publication.

Burns Auto Sales, Doing Business As Autobank.

[O2023-2308/O2023-0001199]

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 Burns Auto Sales, doing business as Autobank, located at 3355 North Cicero Avenue, 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.

GBZM Medallion Management, Inc.

[O2023-2307/O2023-0001198]

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 GBZM Medallion Management Incorporated located at 3452 North Pulaski Road 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.

JK & JG Industries LLC, Doing Business As Forest Glen Hand Wash.

[O2023-0002044]

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 JK & JG Industries LLC, doing business as Forest Glen Hand Wash, 5322 North Elston Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to allow exit onto North Leamington Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

John F. Kennedy High School.

[O2023-2279/O2023-0001217]

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 John F. Kennedy High School (Chicago Public Schools/Board of Education of the City of Chicago), 5703 West 64th Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to driver's education facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

The K9-Corridor.

[O2023-2202/O2023-0001140]

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 K9-Corridor, 123 North Western Avenue, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Little Bright Stars Academy.

[O2023-2309/O2023-0001201]

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 Little Bright Stars Academy located at 6319 West Belmont Avenue 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.

Midtown Funeral Home & Cremation Options.

[O2023-0002043]

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 Midtown Funeral Home & Cremation Options, 3918 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to allow exit onto North Springfield Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

No Little Plans LLC.

[O2023-0001242]

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 No Little Plans LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress from 2759 West Armitage Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

Nurturing Niche Nido, Inc.

[O2023-2328/O2023-0001211]

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 Nido, Inc. located at 2605 West North Avenue 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.

Over Torstenson Glass.

[O2023-2306/O2023-0001197]

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 Torstenson Glass located at 3233 North Sheffield Avenue 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.

2354 Washtenaw LLC.

[O2023-0001240]

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 2354 Washtenaw LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress from 2354 North Washtenaw Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

2355 Washtenaw LLC.

[O2023-0001241]

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 2355 Washtenaw LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress from 2355 North Washtenaw Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

7555 Irving LLC.

[O2023-2271/O2023-0001218]

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 7555 Irving LLC, 7555 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.

STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, July 19, 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 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 substitute ordinance were referred to the committee on June 21, 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) GREGORY I. MITCHELL,
Chair.

On motion of Alderperson Mitchell, the said proposed ordinances and 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

N. Ozark Ave., Between W. Touhy Ave. And W. Lunt Ave., To Be Known As "Honorary Jerry Hart CFD MFAO Way".

[O2023-0001229]

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 North Ozark Avenue, between West Touhy Avenue and West Lunt Avenue, as "Honorary Jerry Hart CFD MFAO Way".

SECTION 2. This ordinance shall effect upon its passage and publication.

E. 81st St. And S. Blackstone Ave. (Southeast Corner) And E. 82nd St. And S. Blackstone Ave. (Southeast Corner), To Be Known As "Officer Aréanah M. Preston Way".

[O2023-2280/O2023-0001215]

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 or standardization of the southeast corner of East 81st Street and South Blackstone Avenue and the southeast corner of East 82nd Street and South Blackstone Avenue, to be known as "Officer Aréanah M. Preston Way".

SECTION 2. This ordinance shall take effect and be in full force hereinafter its passage and publication.

6800 -- 6900 S. Kildare Ave. To Be Known As "Honorary Mateo Zastro Way".

[SO2023-0001203]

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 6800 -- 6900 South Kildare Avenue as "Honorary Mateo Zastro Way".

SECTION 2. This ordinance shall take effect upon its passage and publication.

COMMITTEE ON WORKFORCE DEVELOPMENT.

EXPRESSION OF SOLIDARITY WITH INTERNATIONAL BROTHERHOOD OF TEAMSTERS FOR FAIR CONTRACT NEGOTIATIONS WITH UNITED PARCEL SERVICE.

[SR2023-0001267]

The Committee on Workforce Development submitted the following report:

CHICAGO, July 19, 2023.

To the President and Members of the City Council:

Your Committee on Workforce Development, having had under consideration a substitute resolution expressing support with the International Brotherhood of Teamsters for fair contract negotiations with United Parcel Service (SR2023-0001267), begs leave to recommend that Your Honorable Body *Adopt* the proposed substitute resolution submitted herewith.

This recommendation was concurred in by a unanimous voice vote.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
Chair.

On motion of Alderperson Rodríguez, the said proposed substitute resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, 12,000 members of Teamsters Local 705 work for United Parcel Service (UPS) in Chicago and Cook County; and

WHEREAS, The collective bargaining agreement between Local 705 and UPS expires at midnight, August 1, 2023; and

WHEREAS, Local 705's contract with UPS expires at the same time that contracts expire between the Teamsters and UPS that cover 340,000 workers across the country; and

WHEREAS, The Teamsters nationally recently elected new leadership, the Teamsters United Slate, on a platform of building a militant and fighting union that can win not only stronger contracts but also a stronger working class, including electing Local 705's own principal officer Juan Campos as International Vice President; and

WHEREAS, The Teamsters, both this new fighting leadership and the militant rank and file, have spent the last year debating, deliberating, and organizing in anticipation for this contract fight; and

WHEREAS, UPS Teamsters are fighting to eliminate the second tier of package car drivers, known as “22.4 drivers”, who make less money and have less stability in their jobs and schedules than regular package car drivers, to ensure that all package car drivers are treated the same; and

WHEREAS, UPS Teamsters are fighting to end part-time poverty, ensuring that the thousands of UPS employees who work part-time are paid dignified wages, so they do not have to struggle to make ends meet for themselves and their families; and

WHEREAS, UPS Teamsters are fighting UPS’s efforts to outsource deliveries to non-union, precarious “gig” workers who deliver out of the back of their personal vehicles, forcing them to take on the cost and risk of the work while being paid even less than the value of their labor; and

WHEREAS, UPS Teamsters are fighting to ensure that UPS workplaces are healthy and safe, guaranteeing that UPS install air conditioning into all of their trucks and warehouses, and increasingly serious concern as climate change continues to create more dangerously hot days; and

WHEREAS, UPS Teamsters are fighting against the use of invasive surveillance technologies like driver-facing cameras that prevent workers from having a single moment of privacy during their workdays; and

WHEREAS, UPS Teamsters are fighting to ensure that UPS recognizes the history of the Black Freedom Struggle by ensuring that Martin Luther King Day and Juneteenth are paid holidays; and

WHEREAS, The fight over the UPS contract is a fight that will affect all working people in Chicago and in the United States; and

WHEREAS, The demands that UPS Teamsters are fighting for like living wages, reliable and stable jobs, and healthy and safe workplaces are the same demands that working-class people across Chicago and the U.S. need to improve their lives; and

WHEREAS, Six percent of the gross domestic product (GDP) of the U.S. depends on the labor of UPS’s employees; and

WHEREAS, UPS, which already makes billions of dollars in profits every year, is fighting the union mightily, trying to maximize their corporate profits on the backs of workers; and

WHEREAS, Capitalists, who through financial institutions like Vanguard and BlackRock own a majority of UPS, know that if they create more precarious and dangerous working conditions for these unionized workers, they can make that the model for all working people in this country; and

WHEREAS, While UPS Teamsters hope that UPS will agree to a fair contract, they are prepared to go on strike if need be, and have already authorized a strike by 97 percent; and

WHEREAS, If UPS Teamsters go on strike, it will be the largest strike in the United States since the last UPS Teamsters strike in 1997; and

WHEREAS, Chicago is a proud Union Town; and

WHEREAS, The vast majority of Chicagoans are working class, who face many of the same issues that these UPS workers do; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, stand in steadfast solidarity with Teamsters at UPS in Chicago and across the country in their fight for a fair contract; and

Be It Further Resolved, That if these workers find it necessary to go on strike in order to obtain a fair contract from UPS, we will support them in their fight, including joining them on the picket line; and

Be It Further Resolved, We encourage all working people in Chicago to stand with these workers in their fight in any way they can.

Rules Suspended -- CREATION OF SUBCOMMITTEE ON YOUTH EMPLOYMENT.
[R2023-0003087]

At this point in the proceedings, Alderperson Rodríguez presented a proposed resolution establishing the Subcommittee on Youth Employment and noted that the item received a favorable recommendation in committee.

Alderperson Rodríguez then stated that although the City Council Rules or Order and Procedure allow for a committee to create a subcommittee without the need for City Council approval, both City Council Rules and Robert's Rules of Order are ambiguous as to whether a subcommittee can include members who are not on the parent committee, as this subcommittee does. Alderperson Rodríguez then stated that out of prudence, he is now seeking to suspend the rules in order that the City Council can consider and approve this item and thus eliminate any potential for a suggestion that the subcommittee was not legitimately created.

The Chair then posed the question to the Body and the motion to *Suspend the Rules Temporarily* for immediate consideration of the resolution *Prevailed*.

Thereupon, on motion of Alderperson Rodríguez, the said proposed 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, Under Rule 36 of the Chicago City Council's Rules of Order and Procedure, "a committee may, by majority vote of its full membership, create a permanent or temporary subcommittee"; and

WHEREAS, "The membership, Chair and Vice-Chair of subcommittees shall be appointed by the Chair of the parent committee with the concurrence of a majority of the membership of the committee"; and

WHEREAS, "Subcommittee jurisdiction shall be determined by the parent committee, but may not exceed the jurisdiction of the parent committee"; now, therefore,

Be It Resolved, That we, the members of the Committee on Workforce Development hereby create a permanent Subcommittee on Youth Employment which shall have jurisdiction over matters relating to youth employment; and

Be It Further Resolved, That the Chair of the Committee on Workforce Development appoints the following Chair, Vice-Chair, and members to the Subcommittee on Youth Employment with the concurrence of a majority of the membership of the Committee on Workforce Development:

Fuentes (Chair), Rodríguez (Vice-Chair), Robinson, Yancy, Chico, Ramirez, Gutiérrez, Coleman, Curtis, Sigcho-Lopez, Cruz, Rodríguez-Sánchez, Mitts, Clay, Martin.

**COMMITTEE ON ZONING, LANDMARKS
AND BUILDING STANDARDS.**

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 Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 19, 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 July 18, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0001460 regarding the amendment of Municipal Code Chapters 17-12, 17-15, 17-17 and ancillary chapters regarding vintage signs.

Page 1 also contains Document Number O2023-0002658 regarding the historical landmark designation for the Greater Tabernacle Cathedral located at 11300 South Dr. Martin Luther King, Jr. Drive in the 9th Ward.

Pages 1 through 11 contain various map amendments in the 1st, 8th, 10th, 15th, 23rd, 25th, 26th, 27th, 28th, 29th, 32nd, 33rd, 36th, 37th, 38th, 39th, 41st, 44th and 47th Wards.

Lastly, Page 11 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 14th, 23rd, 27th, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. Chapter 13-20 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by adding the language underscored, as follows:

13-20-550 Permits Required

(Omitted text is unaffected by this ordinance)

(e) Notwithstanding the provisions of this section to the contrary, a sign permit is not required to erect, maintain, install, alter, repair, or enlarge an art mural that contains no commercial message, as defined in Section 17-17-0236, business name, logo, slogan, trademark, social media identifier or other business identification in the mural itself. If the mural meets the definition of the term "graffiti" in Section 7-28-065(c), it may be registered pursuant to Section 7-28-065. Any art mural that contains a business name, logo, slogan, trademark, social media identifier or other business identification, including business sponsorship, commercial message, as defined in Section 17-17-0236, in the mural itself shall be ~~considered a sign and shall be~~ subject to the provisions of this Code regarding sign permits, provided however that the artist or a partner entity may acknowledge the name of sponsors or partners of the art mural in a single, written, acknowledgement panel, not to exceed two square feet in area, adjoining the bottom edge of the art mural. Such acknowledgement panel shall not be classified as a commercial message and is therefore exempt from zoning regulation as provided in Section 17-12-0504 of the Municipal Code of Chicago. This provision subsection does not allow more than one acknowledgment panel in a single art mural or in adjacent art murals located on the same lot. Furthermore, any business name, logo, slogan, trademark, social media identifier or other business identification commercial message, as defined in Section 17-17-0236, that is physically outside of the mural is shall be subject to the provisions of this Code regarding sign permits.

(Omitted text is unaffected by this ordinance)

SECTION 2. Chapter 17-12 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by adding the language underscored, as follows:

17-12-0300 Noncommercial messages.

Any *sign* allowed under this chapter may contain, ~~in lieu of any other message or copy, any~~ lawful noncommercial message that does not directly advertise attention to a specific business, operated for profit, or to a proprietary product, commodity or service, for sale or lease, or to any other commercial interest or activity, so long as the *sign* complies with the size, height, and other requirements of this chapter.

(Omitted text is unaffected by this ordinance)

17-12-0600 Measurements.

(Omitted text is unaffected by this ordinance)

17-12-0601-D Painted Wall Signs. The area of a *painted wall sign* is determined by calculating the area of the smallest square or rectangle that can be drawn around all of the *sign* elements, ~~including any painted background~~. *Sign* elements will be measured as one unit when the distance between the elements is less than two 2 times the length of each element.

(Omitted text is unaffected by this ordinance)

17-12-1005-D High-Rise Building Signs.

(Omitted text is unaffected by this ordinance)

9. *High-rise building signs* shall be limited to business identification for the principal tenant of the *building* or, if applicable, the alternate principal tenant. For purposes of this subsection, "principal tenant" means a tenant that occupies or has a signed lease to occupy at least the lesser of 51% of the *building's* total floor area or 350,000 square feet of the *building's* total floor area. If there is no principal tenant, or if the principal tenant informs the Zoning Administrator in writing that it does not wish to display a *high-rise building sign*, then an alternate principal tenant may apply to the City for approval of a *high-rise building sign* identifying said alternate principal tenant (in place of, and not in addition to, a *high-rise building sign* identifying the principal tenant). For purposes of this subsection, "alternate principal tenant" means a tenant which: (i) is the *building's* largest tenant, or next-largest tenant if there is no principal tenant, or, if there is a principal tenant, is the next-largest tenant; (ii) maintains the primary offices of its international, national or regional headquarters, or similarly publicly recognized significant business unit(s), in the *building*; and, (iii) either (a) maintains the primary offices of its chief executive or other executive officers in the *building* and employs 1,000 individuals nationally, or, (b) if those executive positions are not present in the *building* then employs at least 1,000 individuals in the *building*. Any principal or alternate principal tenant must provide the Zoning Administrator with *building* owner support for such *high-rise building sign*. ~~Any principal or alternate principal tenant which is issued a high-rise building sign permit must re-certify, at the time of each high-rise building sign permit renewal request, that it adheres to the applicable tenancy requirements in place at the time of the approval of their original high-rise building sign application. Failure to comply with the applicable tenancy criteria will result in the denial of the associated permits to legally maintain a high-rise building sign, regardless of whether that sign is a nonconforming sign with regard to other requirements.~~

SECTION 3. Chapter 17-15 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

17-15-0500 Nonconforming signs.

(Omitted text is unaffected by this ordinance)

~~**17-15-0502 Definition.** A *nonconforming sign* is a *sign* that was lawfully established pursuant to a lawfully issued permit but that is no longer allowed by the regulations of this Zoning Ordinance.~~

17-15-0503 Continuation of Nonconforming Signs. *Nonconforming signs* may remain in use, subject to the regulations of this section Section (See: 17-15-0500), ~~section~~ Section 13-20-565, Section 17-15-0600, and all other applicable requirements of the ~~Municipal~~ this Code.

Nonconforming signs, including vintage signs, must be maintained in good repair, and must comply with all other requirements of this Zoning Ordinance.

17-15-0504 Alterations. Change of ~~copy~~ message or the substitution of panels or faces on *nonconforming signs, except for high-rise building signs,* is permitted without affecting the legal status of a *sign* as a *nonconforming sign* (subject to requirements for building and electrical permits). No other alterations are allowed, except for routine maintenance and repair, and as otherwise provided for vintage signs by Sections 17-15-0640 and 17-15-0650.

The alteration of any ~~nonconforming sign~~ *nonconforming sign*, other than for: (i) routine maintenance and repair; (ii) change of message, or the substitution of panels or faces on non-high-rise building signs; or (iii) as otherwise provided for vintage signs by Sections 17-15-0640 and 17-15-0650, shall cause the *sign* to lose its status as a legal ~~non-conforming sign~~ *nonconforming sign* and such status shall not be re-established. The language added to this ~~Section~~ section by this 2013 amendatory ordinance is intended to clarify rather than change existing law.

17-15-0505 Nonconforming Flashing Signs.

17-15-0505-A Amortization or Altered to Comply.

1. *Nonconforming flashing signs, except for vintage signs,* that existed on the effective dates specified in ~~Sec. Section~~ Section 17-1-0200 must be removed or altered to comply with the standards of Sections 17-12-1004 and 17-12-1005-C no later than November 1, 2009.

2. *Flashing signs, except for vintage signs,* that become nonconforming because of subsequent amendments to this Zoning Ordinance must also be removed or altered to comply with the amended standards no later than 5 five years of the effective date of the amendment that renders the *flashing sign* nonconforming.

3. *Nonconforming flashing signs* in existence after the date that they are required to be removed or altered relinquish their nonconforming status and thereafter constitute a violation of this Zoning Ordinance, unless the nonconforming flashing sign is a vintage sign. Such violations are subject to enforcement and penalties under Chapter 17-16.

4. No zoning permits or approvals may be issued for any building to which a nonconforming *flashing sign* is appurtenant after the date that such *nonconforming sign* is required to be removed or altered, except pursuant to an application for vintage sign designation made pursuant to Section 17-15-0620.

5. No business license may be issued for a business to which a nonconforming *flashing sign* is appurtenant after the date that such *nonconforming sign* is required to be removed or altered, unless such nonconforming flashing sign is a vintage sign.

(Omitted text is unaffected by this ordinance)

17-15-0506 Abandoned Nonconforming Signs.

(Omitted text is unaffected by this ordinance)

17-15-0506-B

1. Any nonconforming *off-premise sign* that is not used or for which a valid permit does not exist for a continuous period of 12 months or more will be deemed to have been abandoned.

2. A ~~sign structure~~ *sign structure* that is removed, except as a result of criminal vandalism, such that a ~~nonconforming sign~~ *nonconforming sign* for which a valid permit existed can no longer be displayed, will be deemed to have been abandoned. The remaining presence of in-ground or above-ground footings or portions of the poles or bracing, wiring or other apparatus shall not be grounds for retention of the nonconforming status or revival of the permit.

17-15-0506-C Abandoned *nonconforming signs* are prohibited and must be removed by the owner of the *sign* or the *property owner* of the premises, unless such signs are designated as a *vintage sign* pursuant to Section 17-15-0600.

17-15-0506-D No zoning permits or approvals may be issued for buildings occupied by nonconforming abandoned *signs* until such *signs* are removed, except pursuant to an application for *vintage sign* designation made pursuant to Section 17-15-0620.

17-15-0506-E No business license may be issued for businesses with nonconforming abandoned *signs* after the date that such *nonconforming signs* are required to be removed or altered, unless said *nonconforming sign* is a *vintage sign*.

(Omitted text is unaffected by this ordinance)

17-15-0600 Vintage Signs.

17-15-0610 Purpose. The intent of the *vintage sign* designation is to promote the public safety, health, and general welfare by providing a pathway for legalizing and maintaining *nonconforming signs*, including abandoned *nonconforming signs*, that represent important elements of the City's heritage, enhance the character of the community, and assist owners in the preservation and restoration of their *signs*.

17-15-0620 Application Procedure.

17-15-0620-A An application for *vintage sign* designation must be submitted jointly by the *nonconforming sign* owner and the *property owner* to the Zoning Administrator on a form prescribed by the Zoning Administrator.

17-15-0620-B An application for *vintage sign* designation shall include:

1. Detailed drawings and or photographs of the *nonconforming sign* in its current condition;

2. A written narrative and supporting documentation demonstrating how the *nonconforming sign* meets the designation criteria of Section 17-15-0630-B;

3. Evidence that the *nonconforming sign* is structurally safe or a detailed plan on how it can be made safe without substantially altering its iconic or cultural significance;

4. A detailed maintenance plan for the upkeep of the *nonconforming sign*; and

5. Detailed drawings of any restoration or repair currently being planned or sought.

17-15-0620-C *Nonconforming signs* located on landmark buildings or within the boundaries of a Chicago Landmark District must also apply to the Commission on Chicago Landmarks for review pursuant to the Chicago Landmarks Ordinance.

17-15-0620-D Notwithstanding any provision of the Chicago Zoning Ordinance to the contrary, abandoned *nonconforming signs* and associated *sign structures* may remain in place while the application for vintage designation is pending. If the application is denied, the abandoned *nonconforming sign* may remain in place until the exhaustion of, or the failure to exhaust, any applicable judicial review.

17-15-0630 Vintage Sign Designations.

17-15-0630-A The Zoning Administrator, upon consultation with the Department of Planning and Development's Historic Preservation Division, may designate a *nonconforming sign* as a *vintage sign* based upon a review of the criteria listed in Section 17-15-0630-B.

17-15-0630-B In evaluating whether a *nonconforming sign* should be designated as a *vintage sign*, the Zoning Administrator shall apply the following criteria:

1. The proposed *vintage sign* must be an existing *nonconforming sign* that has remained in place for at least the previous 30 years at the time of application;

2. The *nonconforming sign* possesses significant iconic or cultural value that contributes to the distinct visual identity and character of the neighborhood, community, or City as a whole;

3. The *nonconforming sign* possesses a significant portion of its original design character, such as its original configuration, message, color, texture, materials, or illumination; and

4. The *nonconforming sign* is structurally safe or can be made safe without substantially altering its iconic or cultural significance.

17-15-630-C Within 90 days of a *nonconforming sign's* designation as a *vintage sign*, the owner of the *vintage sign* shall apply to obtain all permits, orders, or other authorizations required under this Code.

17-15-0640 Repair and Maintenance of Vintage Signs. *A vintage sign owner may undertake sign maintenance or sign repair, provided they comply with all requirements of this Code.*

17-15-0650 Modifications of Vintage Signs.

17-15-0650-A *A vintage sign's message may be modified, provided that its character-defining features are repaired to the vintage sign's previous appearance established no less than 30 years prior to its designation as a vintage sign. A vintage sign's message may also be modified in a manner authorized by rules adopted by the Commissioner of Planning and Development or as otherwise permitted by law.*

17-15-0650-B *The message of a vintage sign may only be modified without losing the sign's legal status as a vintage sign, as follows: i) an existing sign that was initially established as an on-premise sign cannot be converted to an off-premise vintage sign; ii) an existing off-premise sign may be converted to an on-premise vintage sign, however, the sign shall lose its off-premise status and such status may not be re-established.*

17-15-0660 Total Sign Area Exemption. *A vintage sign does not count toward the limitations or restrictions of Sections 17-12-0902, 17-12-1002-F, or 17-12-1003-E.*

17-15-0670 Term of Vintage Sign Designations. *The designation of a nonconforming sign as a vintage sign shall be effective for five years, subject to renewal pursuant to Section 17-15-0680. Any vintage sign which is not appropriately renewed, pursuant to Section 17-15-0680, or which violates Section 17-15-0600 loses its vintage sign status.*

17-15-0680 Renewal of Vintage Sign Designations. *All vintage sign designations may be renewed by reapplying to the Zoning Administrator in the manner described in Section 17-15-0620.*

17-15-0690 Rulemaking Authority. *The Commissioner of Planning and Development is authorized to promulgate rules necessary for the proper implementation, administration and enforcement of Section 17-15-0600, including rules related to the application process for the designation and renewal of, and maintenance of, vintage signs.*

SECTION 4. Section 17-17-0200 of the Municipal Code of Chicago is hereby amended by adding new subsection 17-17-02190.5, by inserting the language underscored, and by deleting the language struck through, as follows:

17-17-0200 General terms.

17-17-0236 Commercial Message. Any sign, wording, or logo ~~or other representation that, directly or indirectly, names, advertises or calls attention to a~~ specific business, proprietary product, or service, or other commercial activity.

(Omitted text is unaffected by this ordinance)

17-17-02190 Video Display Sign. A *video display sign* is a type of *dynamic image display sign* that has text, images or graphics on the face of the sign that: (1) depict motion; (2) change more than once every 10 seconds; or (3) have a twirl time that exceeds 0.25 seconds. For purposes of this section, "motion" and "twirl time" have the meanings ascribed to those terms in section Section 13-20-510.

17-17-02190.5 Vintage Sign. A *nonconforming sign*, including abandoned *nonconforming signs*, designated as a *vintage sign* pursuant to the procedures and criteria established in Section 17-15-0600.

17-17-02191 Wall Sign. A single-faced *sign* attached flush to a building or other structure or a *sign* consisting of light projected onto a building or other structure. *Wall signs* do not include *signs* that are attached to *sign structures*.

(Omitted text is unaffected by this ordinance)

SECTION 5. This ordinance shall be in full force and effect following due passage and approval.

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, July 19, 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 July 18, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0001460 regarding the amendment of Municipal Code Chapters 17-12, 17-15, 17-17 and ancillary chapters regarding vintage signs.

Page 1 also contains Document Number O2023-0002658 regarding the historical landmark designation for the Greater Tabernacle Cathedral located at 11300 South Dr. Martin Luther King, Jr. Drive in the 9th Ward.

Pages 1 through 11 contain various map amendments in the 1st, 8th, 10th, 15th, 23rd, 25th, 26th, 27th, 28th, 29th, 32nd, 33rd, 36th, 37th, 38th, 39th, 41st, 44th and 47th Wards.

Lastly, Page 11 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 14th, 23rd, 27th, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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-H.

(Application No. 22116)

(Common Address: 1703 W. Chicago Ave.)

[O2023-1255/O2023-0002707]

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 amended by changing all the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 1-H in the area bounded by:

West Chicago Avenue; a line 27.75 feet west of and parallel to North Paulina Street; the alley next south of and parallel to West Chicago Avenue; and a line 53.25 feet west of and parallel to North Paulina Street,

to those of a B3-2 Community Shopping District, which is hereby established in the area above described.

SECTION 2. This ordinance shall take effect upon its passage and due publication.

Reclassification Of Area Shown On Map No. 1-I.
(As Amended)
(Application No. 22220T1)
(Common Address: 2500 -- 2506 W. Washington Blvd.)
[O2023-2299/SO2023-0002158]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-1 Limited Manufacturing District symbols and indications as shown on Map Number 1-I in the area 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 North Campbell Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing Site Plan; New First and Second Floor Plans; and
Existing North, South, East and West Building
Elevations attached to this ordinance
printed on pages 2005 through
2009 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) Substitute Type 1 Narrative & Plans – 2500-2506 West Washington Blvd., Chicago, IL

Proposed Zoning: B2-1 Neighborhood Mixed-Use District

Lot Area: 7,308 square feet

Proposed Land Use: The Applicant is proposing to add onto the existing building at the subject property and convert it to a single family residence. The resulting building will contain 5,918.4 sq. ft. of floor area and measure 33 feet-1 inch in height. The residential building will be supported by two (2) off-street garage parking spaces that will be accessed from the rear of the subject lot. The Applicant intends to seek setback reductions to permit the proposed additions that align with existing building walls on the 101.5 ft. deep zoning lot.

(A) The Project's Floor Area Ratio: 5,918.4 square feet (0.81 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 7,308 square feet per D.U.
(1 dwelling unit proposed)

(C) The amount of off-street parking: 2 vehicle parking spaces

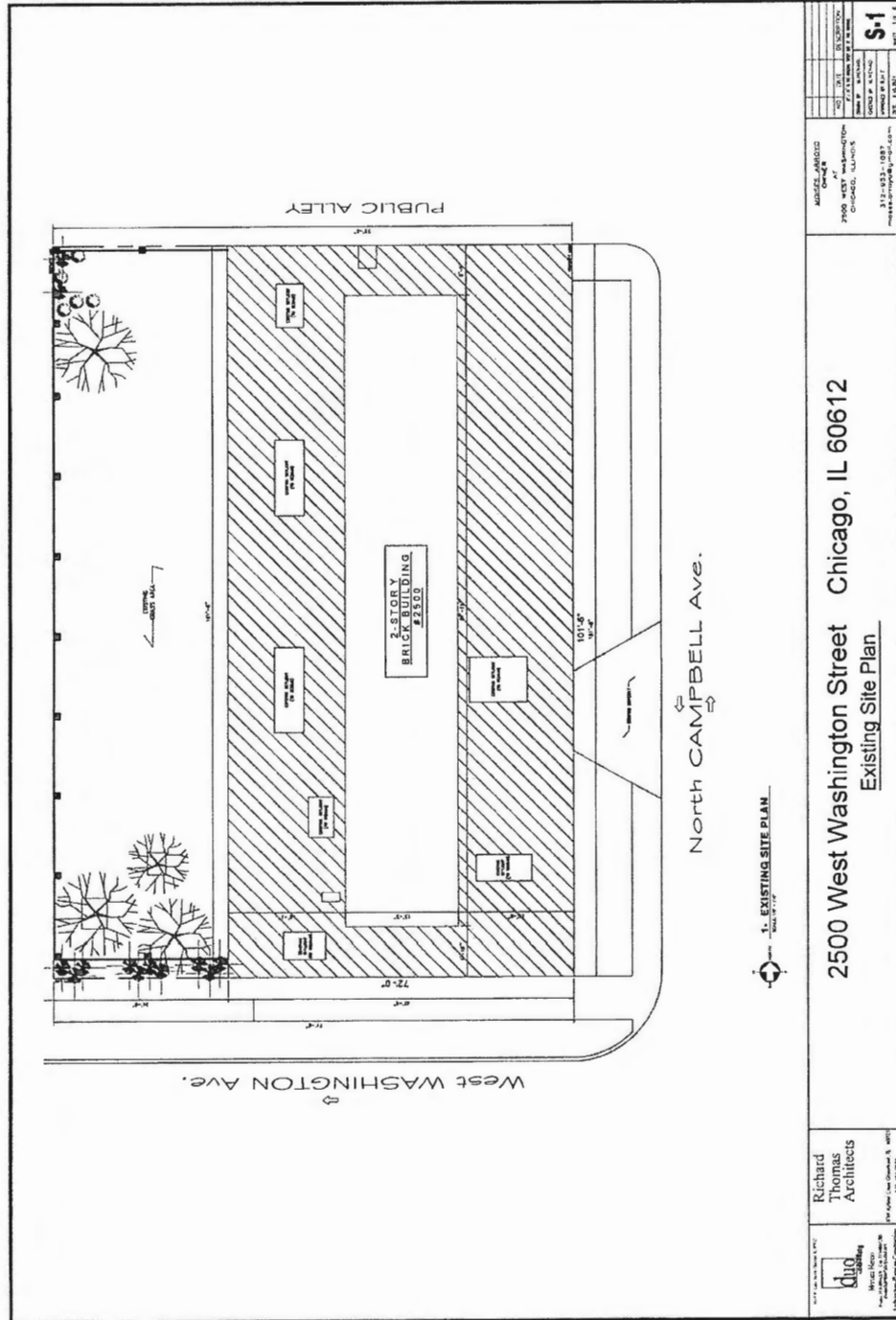
(D) Setbacks:

- a. Front Setback: 0 (existing)
- b. Rear Setback: *0 (existing)
- c. Side Setbacks:
 - West Side: 24 feet
 - East Side: 0 (existing)

(E) Building Height: 33 feet – 1 inch

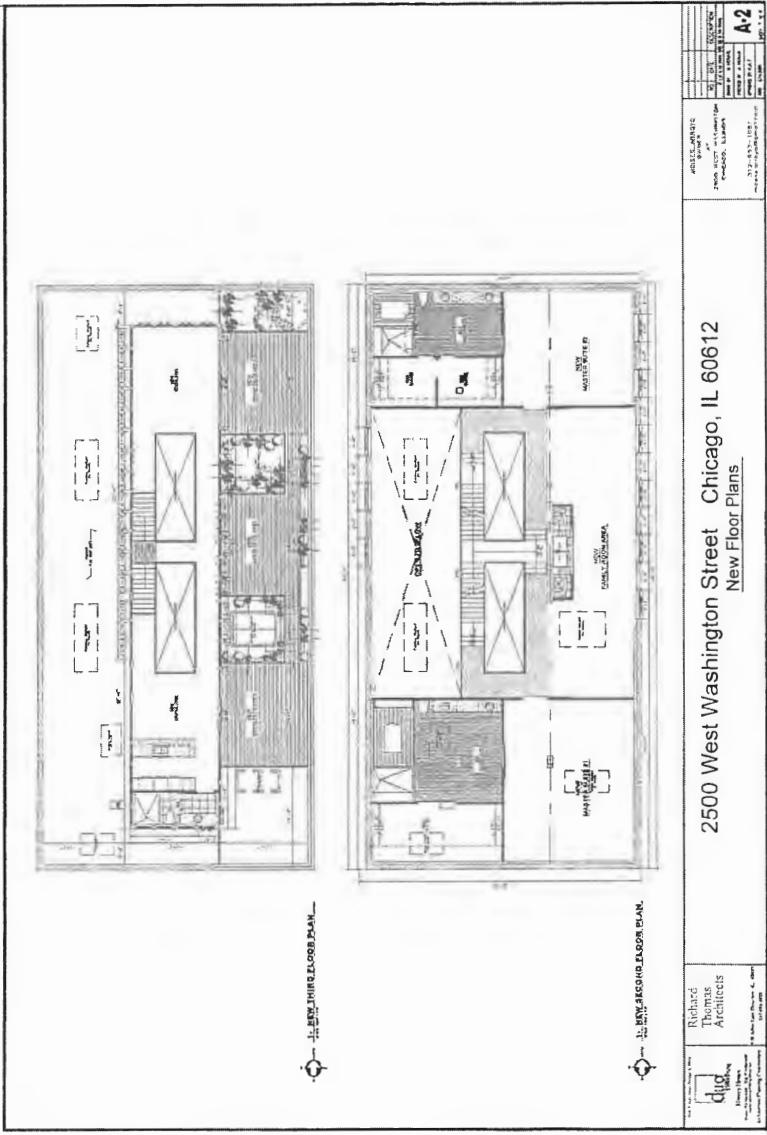
*The Applicant will seek an Administrative Adjustment or Variations to allow the proposed building setbacks as determined by the Zoning Administrator. The Applicant will comply with Section 17-3-0307 Exceptions; of The Chicago Air Quality Ordinance should such provisions be determined as applicable.

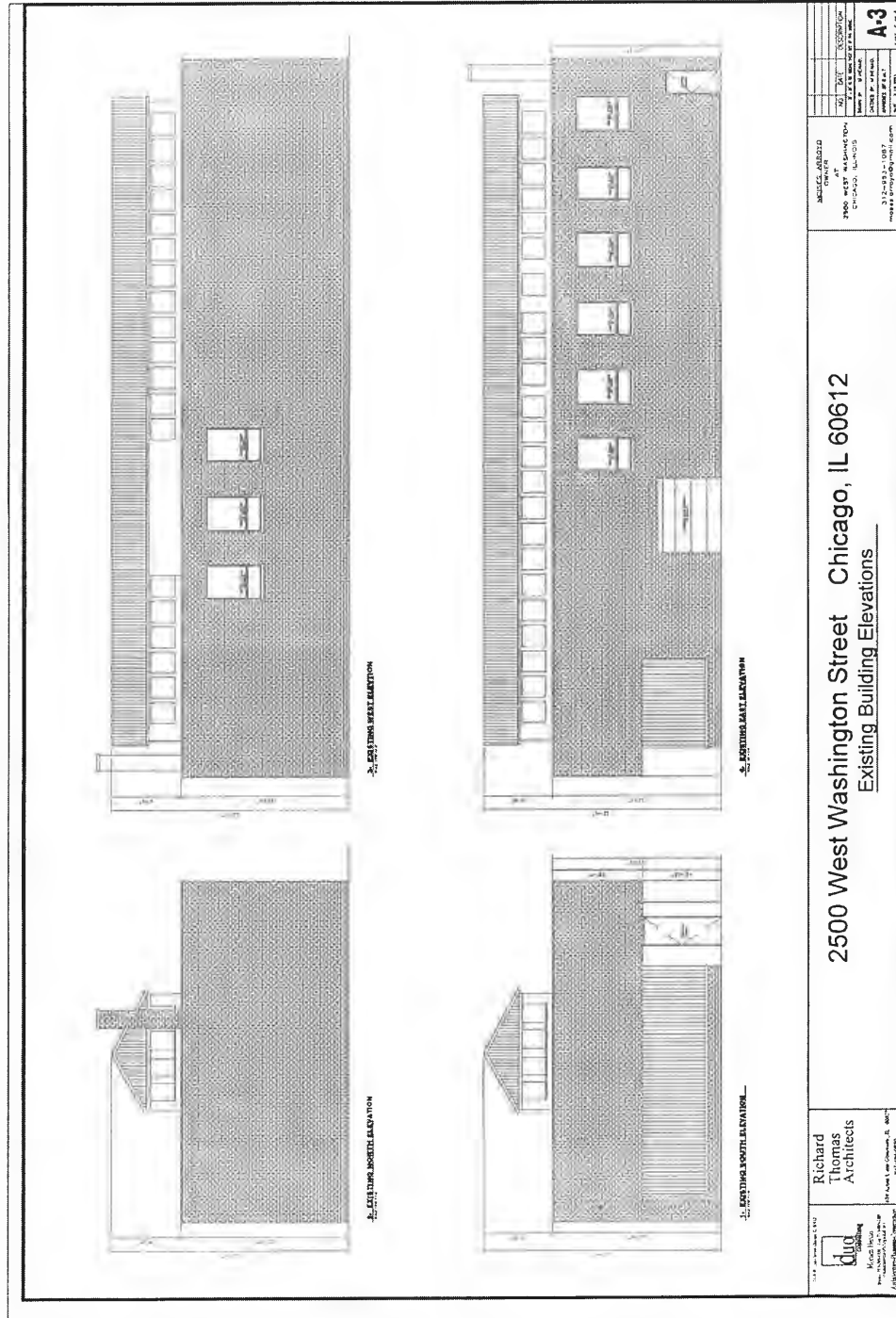
Final for Publication



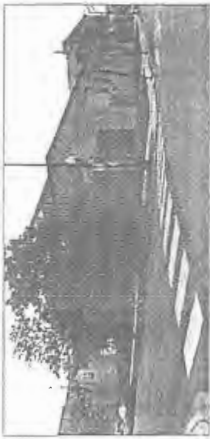
Architectural floor plan of the first floor of a building. The plan shows a large 'PROPOSED GARDEN AREA' on the left, a central corridor with stairs, and a kitchen area on the right. Dimensions are provided throughout. A north arrow and title '1. NEW FIRST FLOOR PLAN' are included.

Final for Publication







Final for Publication




EXISTING SOUTH ELEVATION




EXISTING SOUTH ELEVATION




EXISTING EAST ELEVATION



EXISTING WEST ELEVATION



EXISTING NORTH ELEVATION



Richard Thomas Architects
Architects & Planners
1111 North Dearborn Street, Suite 200
Chicago, IL 60610
Tel: 312.329.1234
Fax: 312.329.1235
www.rta-architects.com

2500 West Washington Street Chicago, IL 60612

Site Photos

PROJECT NO. 09-001
DATE: 07/19/2023
DRAWN BY: J. [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN
SHEET NO. 1 OF 1

Reclassification Of Area Shown On Map No. 2-G.

(As Amended)

(Application No. 22224T1)

(Common Address: 1218 W. Adams St.)

[O2023-2303/SO2023-0002165]

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 M1-3 Limited Manufacturing/Business Park District symbols and indications as shown on Zoning Map-Grid Index 2-G in the area 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,

to those of a DX-3 Downtown 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 -- Parking Determination; First, Second and Third Floor Plans; and North (Rear), South (Front), East (Side) and West (Side) Building Elevations attached to this ordinance printed on pages 2012 through 2020 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C (1) Project Narrative and Plans – Type 1 Zoning Map Amendment
SUBSTITUTE NARRATIVE & PLANS - Application No. 22224-T1
 1218 West Adams Street, Chicago, Illinois

Proposed Zoning: *DX-3 Downtown Mixed-Use District*

Lot Area: 17,616 square feet (*recorded*)

Proposed Land Use: The subject property consists of a single *zoning lot*, with 96 feet of frontage on

Adams Street and bounded by *public alleys* along each the north and east sides. The site is presently improved with a two-story masonry building and an asphalt surface parking lot, which such improvements were most recently occupied by the *Boy Scouts of America*, as their local headquarters. The Applicant is seeking a *Zoning Map Amendment* in order to permit the redevelopment and reactivation of the site, in its entirety, with a new three-story building, which such building will be occupied and operated by a *daycare* facility. To allow for the new improvements, the Applicant intends to raze the existing structure(s). The programming for the proposed new *daycare* facility includes the provision of off-street parking for at least twenty (20) vehicles, at the rear, as well as dedicated onsite bicycle parking and a designated *loading berth*. The proposal also features an outdoor (rooftop) *playground*, at the rear of the 3rd Floor, which will be for the exclusive use of the *daycare* facility. The new proposed building will measure 42 feet-0 inches in height (*to the underside ceiling of the 3rd Floor*) and will be masonry in construction.

- (A) The Project's Floor Area Ratio: 26,000 square feet square feet (1.5 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): No dwelling units proposed
- (C) The amount of off-street parking: 20 vehicular spaces + 1 loading berth

**The Applicant has submitted a request for a Parking Determination, to the Department of Planning and Development (DPD), pursuant to Section 17-10-0208 of the Zoning Ordinance. The Applicant will continue engaging with the 27th Ward Service Office to address any locally sensitive traffic logistics and will follow the parking guidelines and/or advisement of (DPD) and the Chicago Department of Transportation (CDOT) in making any necessary adjustments to the programming for this proposal and/or seek any additional relief, based on and upon issuance of said Parking Determination.*

- (D) Setbacks:
 - a. Front Setback: 0 foot-0 inches
 - b. Rear Setback: 58 feet-0 inches
 - c. Side Setbacks:
 - East: 0 feet-0 inches
 - West: 0 feet-0 inches

- (E) Building Height: 42 feet-0 inches (*underside-ceiling of 3rd Floor*)

**The Applicant will comply with Section 17-3-0307 Exceptions of the Chicago Air Quality Ordinance, should such provision(s) be determined as applicable.*

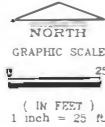
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PROFESSIONALS ASSOCIATED - MM SURVEY CO.

BOUNDARY * ALTA * TOPOGRAPHIC * CONDOMINIUM SURVEYS
7100 NORTH TRIPP AVENUE, LINCOLNWOOD, ILLINOIS 60712PROFESSIONALS ASSOCIATED
PHONE: (847) 675-3000
FAX: (847) 675-2167
E-MAIL: p.a@professionalsassociated.com
www.professionalsassociated.com

PLAT OF SURVEY

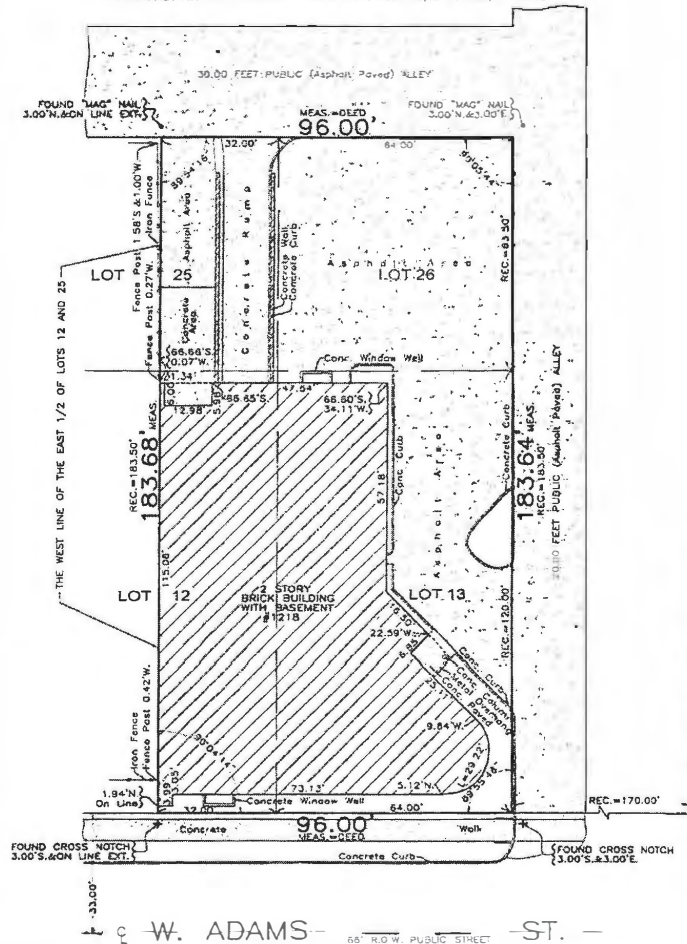
OF

MM SURVEY
PHONE: (773) 252-5900
FAX: (773) 282-9424
E-MAIL: info@MMSurveyingChicago.com
www.mmsurveyingchicago.com

LOT 13 AND THE EAST 1/2 OF LOT 12 OF CHANDLER'S SUBDIVISION OF BLOCK 11 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
AND
LOT 26 AND THE EAST 1/2 OF LOT 25 IN PARSON'S SUBDIVISION OF THE INTERIOR PORTION OF CHANDLER'S SUBDIVISION OF BLOCK 11 OF CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LAND TOTAL AREA: 17,631 SQ. FT. = 0.405 ACRES.

COMMONLY KNOWN AS: 1218 WEST ADAMS STREET, CHICAGO, ILLINOIS.



NOTE
A COPY OF THE CURRENT TITLE INSURANCE
POLICY WAS NOT PROVIDED TO THE SURVEYOR

THE LEGAL DESCRIPTION SHOWN ON THE PLAT HEREON
DRAWN IS A COPY OF THIS ORDER, AND FOR ACCURACY
SHOULD BE COMPARED WITH THE TITLE OR DEED.
DIMENSIONS ARE NOT TO BE ASSUMED FROM SCALING.
BUILDING LINES AND EASEMENTS ARE SHOWN ONLY WHERE
THEY ARE SO RECORDED IN THE MAPS, OTHERWISE REFER TO
YOUR DEED OR ABSTRACT.

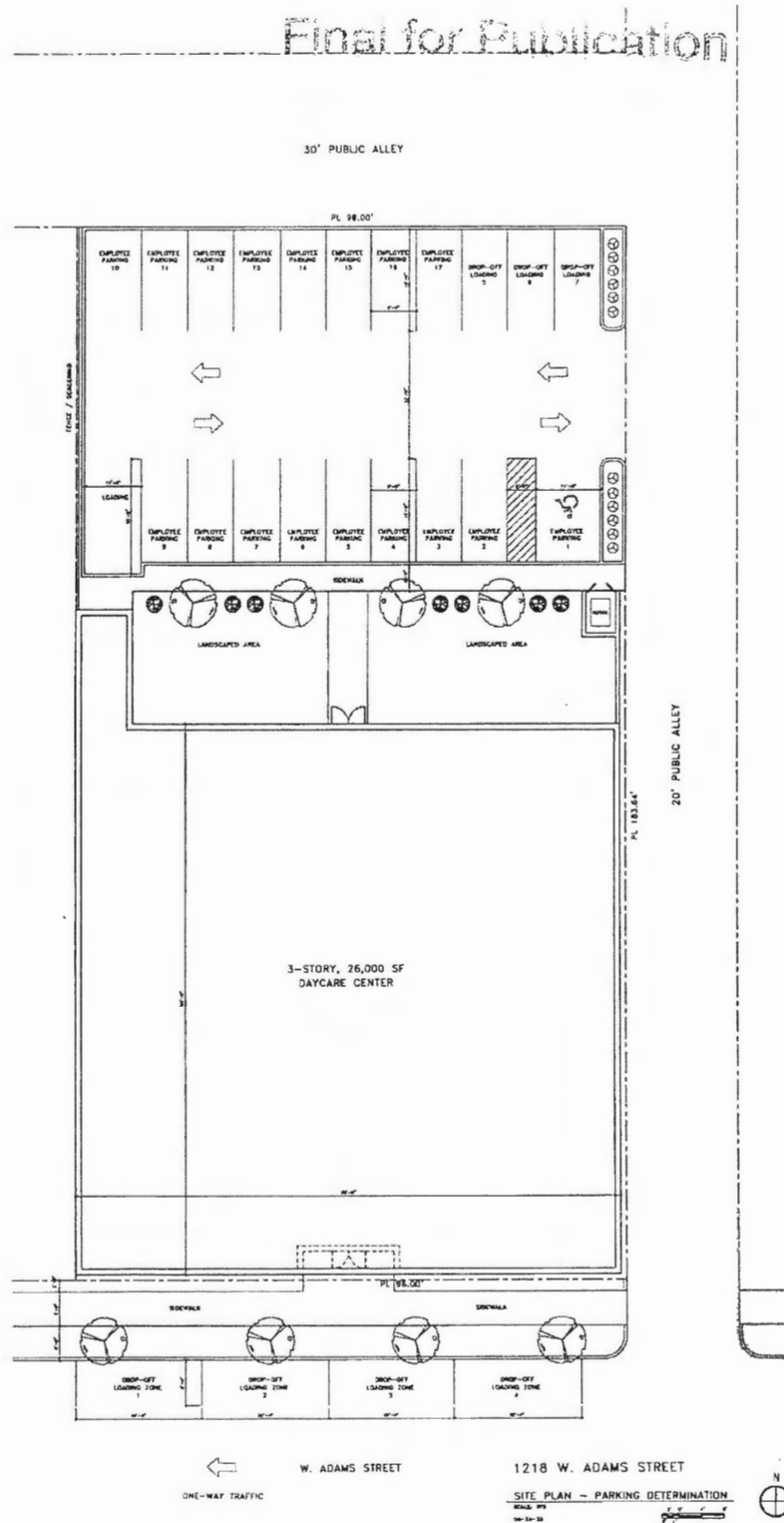
Order No. 22-99400
Scale: 1 inch = 25 feet
Date of Field Work June 20, 2023
Ordered by BARBARA MARLAS



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
THIS SURVEY HAS BEEN ORDERED FOR SURFACE
DIMENSIONS ONLY, NOT FOR ELEVATIONS.
THIS IS NOT AN ALTA SURVEY.
COMPARE ALL POINTS BEFORE BUILDING BY SAME AND
AT ONCE REPORT ANY DIFFERENCE.

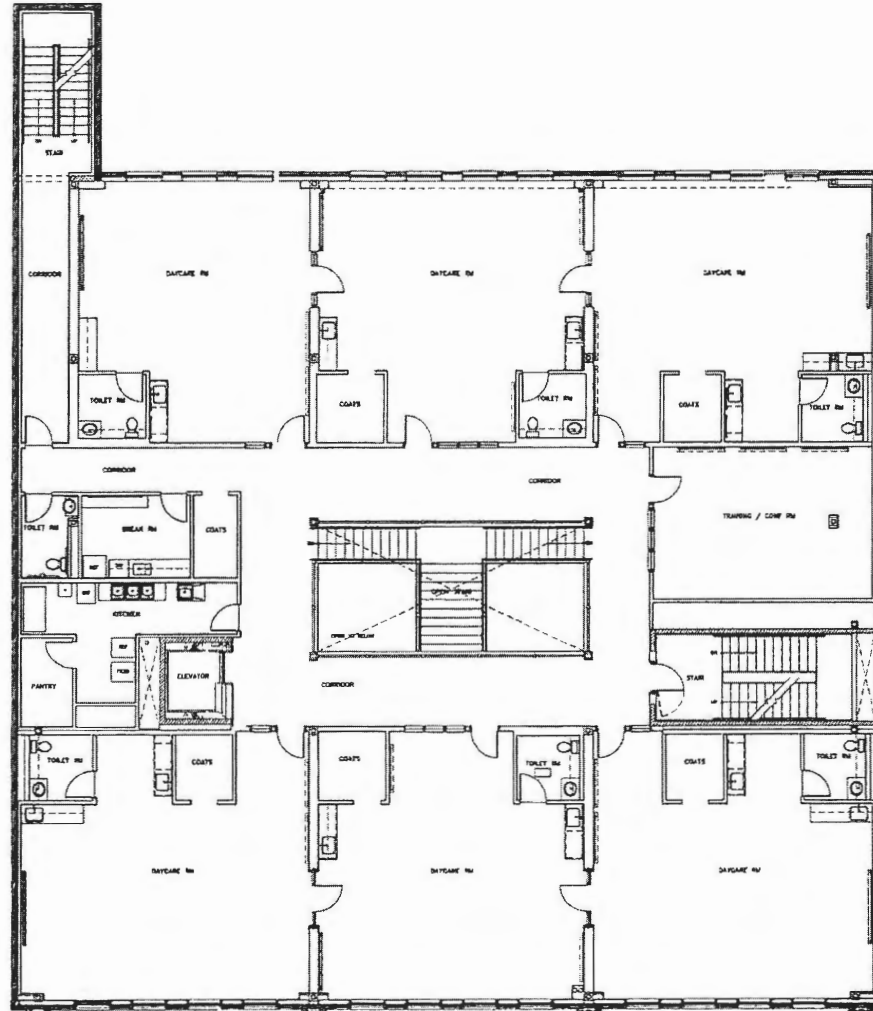
State of Illinois
County of Cook
We, PROFESSIONALS ASSOCIATED - MM SURVEY CO., do hereby
certify that we have surveyed the above described property and that,
to the best of our knowledge, the plat hereon drawn is an accurate
representation of said survey.

Date June 21, 2023
Hylton E. Donaldson
ILLINOIS LAND SURVEYOR LICENSE EXP. DATE NOV 30, 2024
DRAWN BY: S.Z.



[illegible]

Final for Publication



SECOND FLOOR PLAN

SCALE: 1/8" = 1'-0"

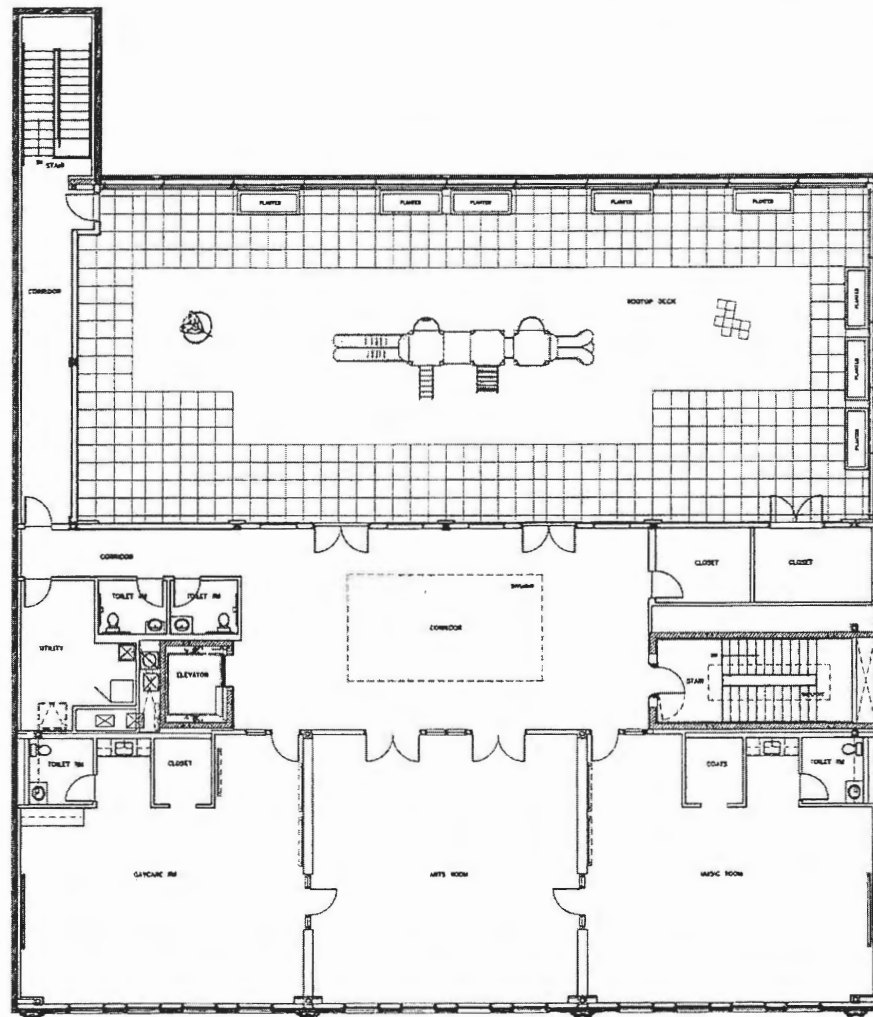
04-24-25



1218 W. ADAMS STREET



Final for Publication



THIRD FLOOR PLAN

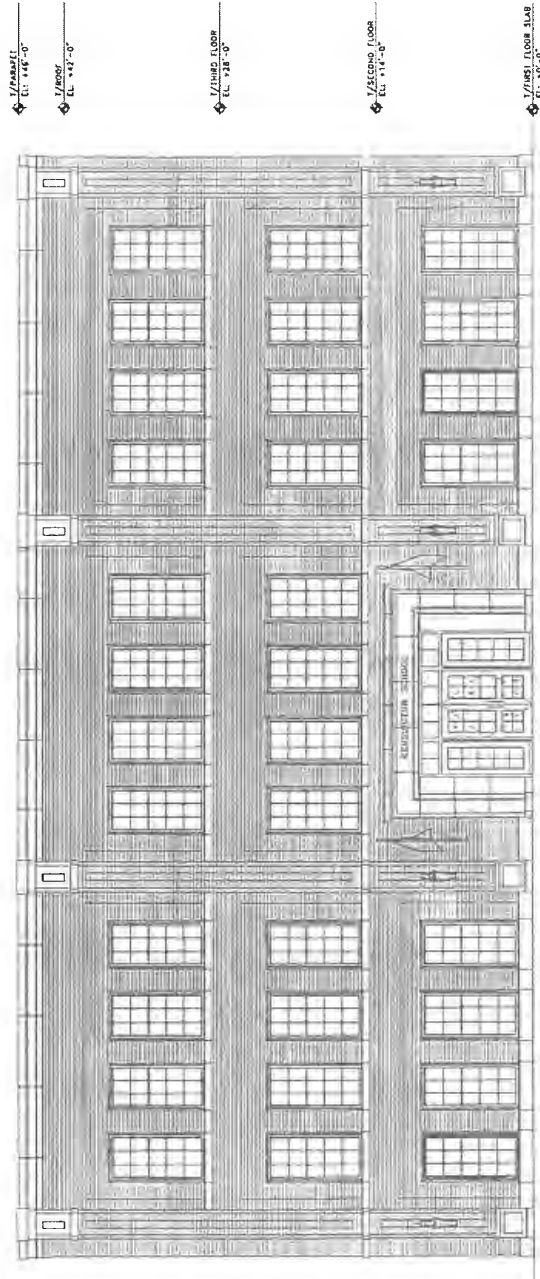
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04-24-23

1218 W. ADAMS STREET



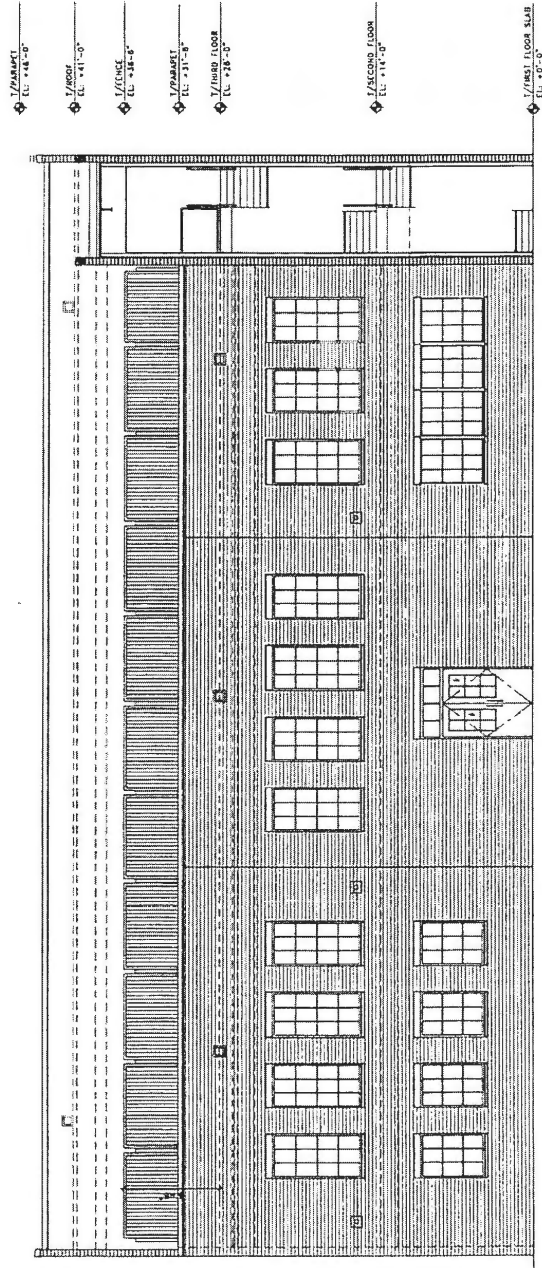
Final to Publication



SOUTH ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

1218 W. ADAMS STREET

Final for Publication

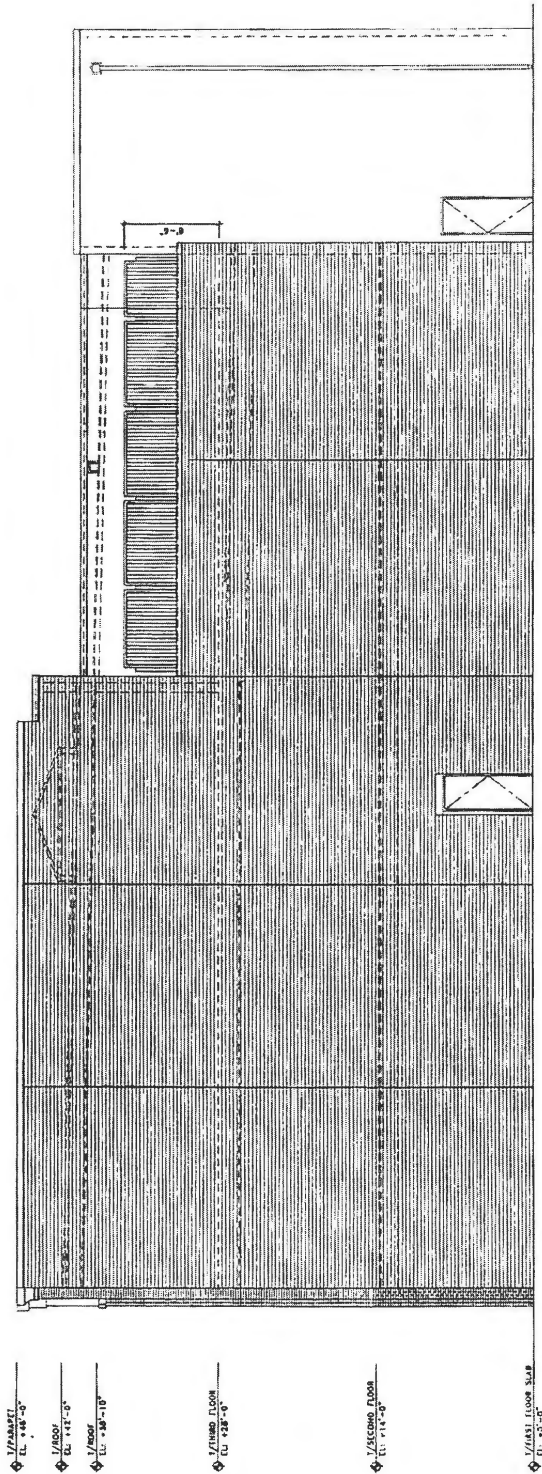


1218 W. ADAMS STREET

NORTH ELEVATION (REAR)
SCALE: 1/8" = 1'-0"

04-24-23

Final for Publication

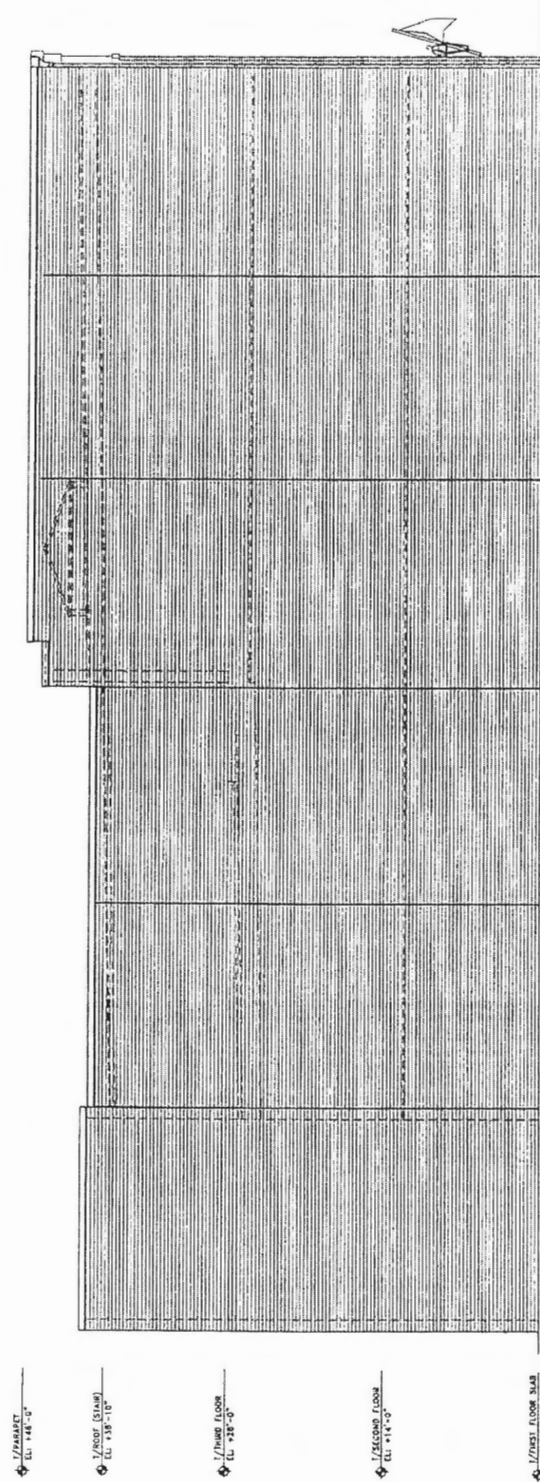


1218 W. ADAMS STREET

EAST ELEVATION (SIDE)

SCALE: NTS
04-24-23

Final for Publication



1218 W. ADAMS STREET

WEST ELEVATION (SIDE)

SCALE: NTS
04-24-23

Reclassification Of Area Shown On Map No. 2-G.

(As Amended)

(Application No. 22213T1)

(Common Address: 1434 -- 1446 W. Fillmore St.)

[O2023-2291/SO2023-0002183]

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 RT4 Residential Two-Flat, Townhouse and Multi-Unit District and B3-2 Community Shopping District symbols as shown on Map Number 2-G in the area generally 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,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[Site Plan; Ground Floor Plan; Typical Floor Plans (2nd through 4th Floors);
5th Floor Plan; and North, South, East and West Building
Elevations attached to this ordinance printed
on pages 2024 through 2031
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS
TYPE 1 ZONING MAP AMENDMENT

Applicant: 1434 W Fillmore, LLC
Property Location: 1434-1446 West Fillmore Street
Proposed Zoning: B2-3 Neighborhood Mixed Use District
Lot Area: 15,975 square feet

1434 W Fillmore, LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 1434-1446 West Fillmore Street from the RT-4 Residential Two-Flat, Townhouse and Multi-Unit District and B3-2 Community Shopping District to the B2-3 Neighborhood Mixed Use District in order to authorize the construction of a multi-unit residential building at the subject property.

The site is bounded by a 12 foot wide public alley to the north; a 3-story multi-unit residential building to the east; West Fillmore Street to the south; and a 2-story multi-unit residential building to the west. The subject property contains approximately 15,975 square feet of net site area and is currently improved with a surface parking lot. The Applicant proposes to redevelop the site with a 5-story building containing 50 dwelling units.

The subject property is a transit-served location due to its proximity within 1,320 feet from the Roosevelt Road bus line corridor and within 2,640 feet from the Polk Street CTA rail station entrance. The proposed development will include 25 off-street vehicular parking spaces, 50 bicycle parking spaces, and one interior loading space.

Transit-Served Location Criteria

New construction in the B2-3 Neighborhood Mixed-Use District and located in a transit-served location must comply with the Specific Criteria for Transit-Served Locations set forth in Section 17-3-0308:

1. *The project must comply with the applicable standards of Section 17-10-0102-B;*

The project complies with the applicable standards of Section 17-10-0102-B. One bicycle space is provided per dwelling unit. The subject property is located within fewer than 700 feet of the Roosevelt Road bus line corridor and within less than 2,100 feet of the Polk Street CTA Station entrance.

2. *The project must comply with the standards and regulations set forth in Section 17-3-0504 pertaining to pedestrian streets and pedestrian retail streets;*

As depicted on the accompanying Type 1 plans, the proposed development meets the design standards set forth in Section 17-3-0504, including with respect to building location, transparency, location of doors and entrances, and parking location.

3. *The project must comply 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 Polk CTA station is designated a "Service Employment District" station type. This station type is intended to be developed with retail and residential uses that complement a service employment center nearby. The Property is located in close proximity to the Illinois Medical District employment center and the Taylor Street retail corridor. The proposed development will replace an underutilized surface parking lot with 50 residential units and thereby increase the population of service employees and patients to support the Illinois Medical District, as well as employees and customers to support retail development along Taylor Street. The project will therefore comply with and support the goals set forth in the Transit Friendly Development Guide for the applicable station type.

Final for Publication

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;*

The proposed development is a residential building that will not have a number of parking spaces in excess of 50% of the applicable minimum automobile parking requirement. Based on 50 proposed dwelling units, no more than 25 parking spaces may be provided. 25 parking spaces are proposed.

5. *The project must comply with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.*

The project will comply with the Travel Demand Study and Management Plan rules in effect at the time of filing of this application.

MLA Reduction, FAR Increase, and Height Increase for Transit-Served Locations

Projects in transit served locations are eligible for increases in maximum building height, are eligible to use reduced lot area per unit standards, and may increase the maximum floor area ratio standard by providing a minimum number of required affordable units on-site in accordance with the tables set forth in Section 17-3-402-B, 17-3-0403-B, and 17-3-0408-B. The project will provide at least 75% of the required affordable units on-site, making it eligible for the transit-served location MLA reduction, FAR increase, and height increase (as further detailed in the Bulk Regulations and Data Table below).

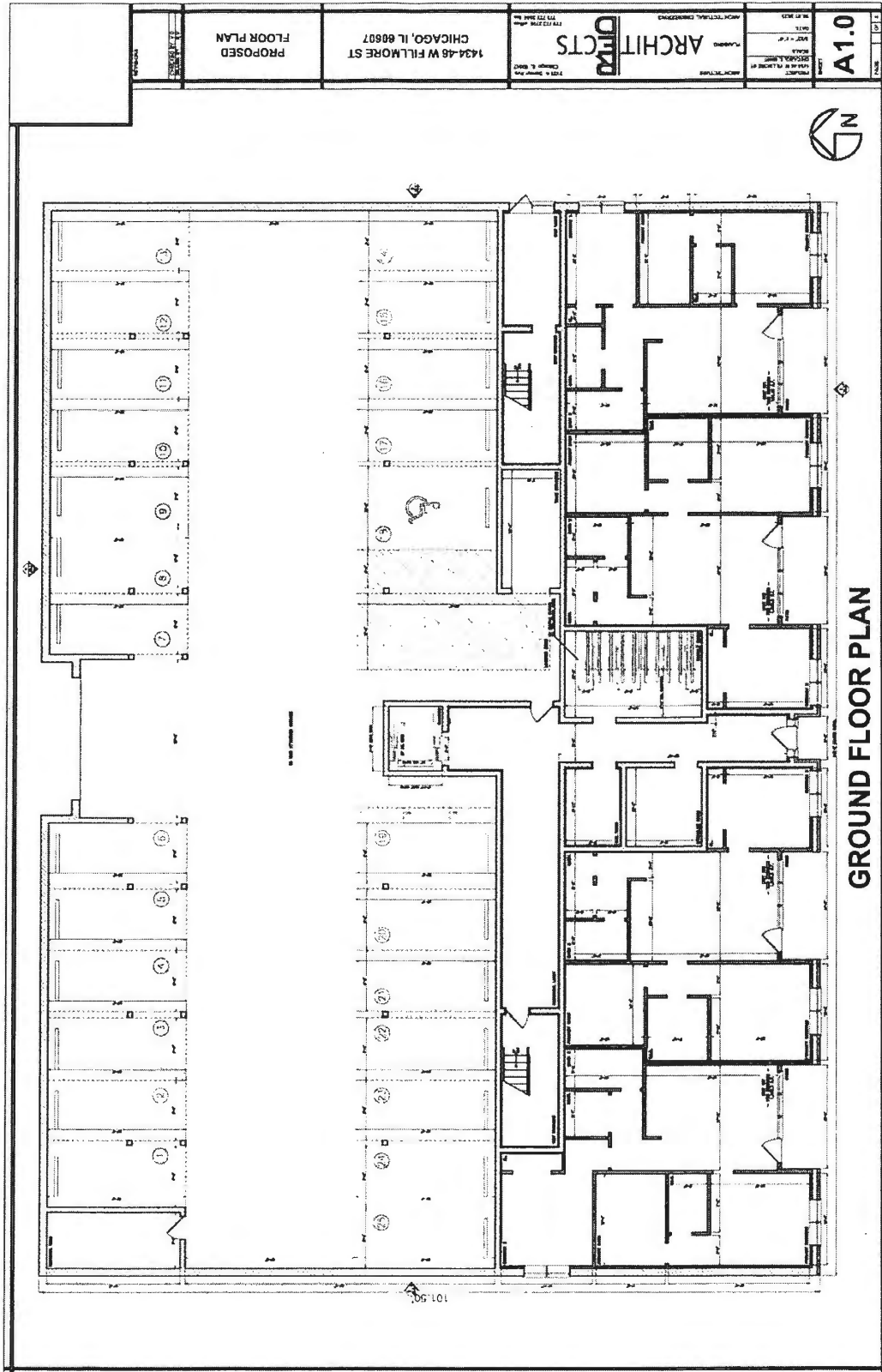
Bulk Regulations and Data

- | | |
|---|--------------------|
| (a) Floor Area and Floor Area Ratio: | |
| i. Lot Area: | 15,975 square feet |
| ii. Maximum FAR: | 3.5 |
| (b) Density (Lot Area Per Dwelling Unit): 319.5 | |
| (c) Amount of off-street parking: 25 vehicular spaces | |
| (d) Setbacks: | |
| i. Front setback: | 5 feet |
| ii. Side setback: | 5 feet |
| iii. Side setback: | 5 feet |
| iv. Rear setback: | 10 feet 6 inches** |

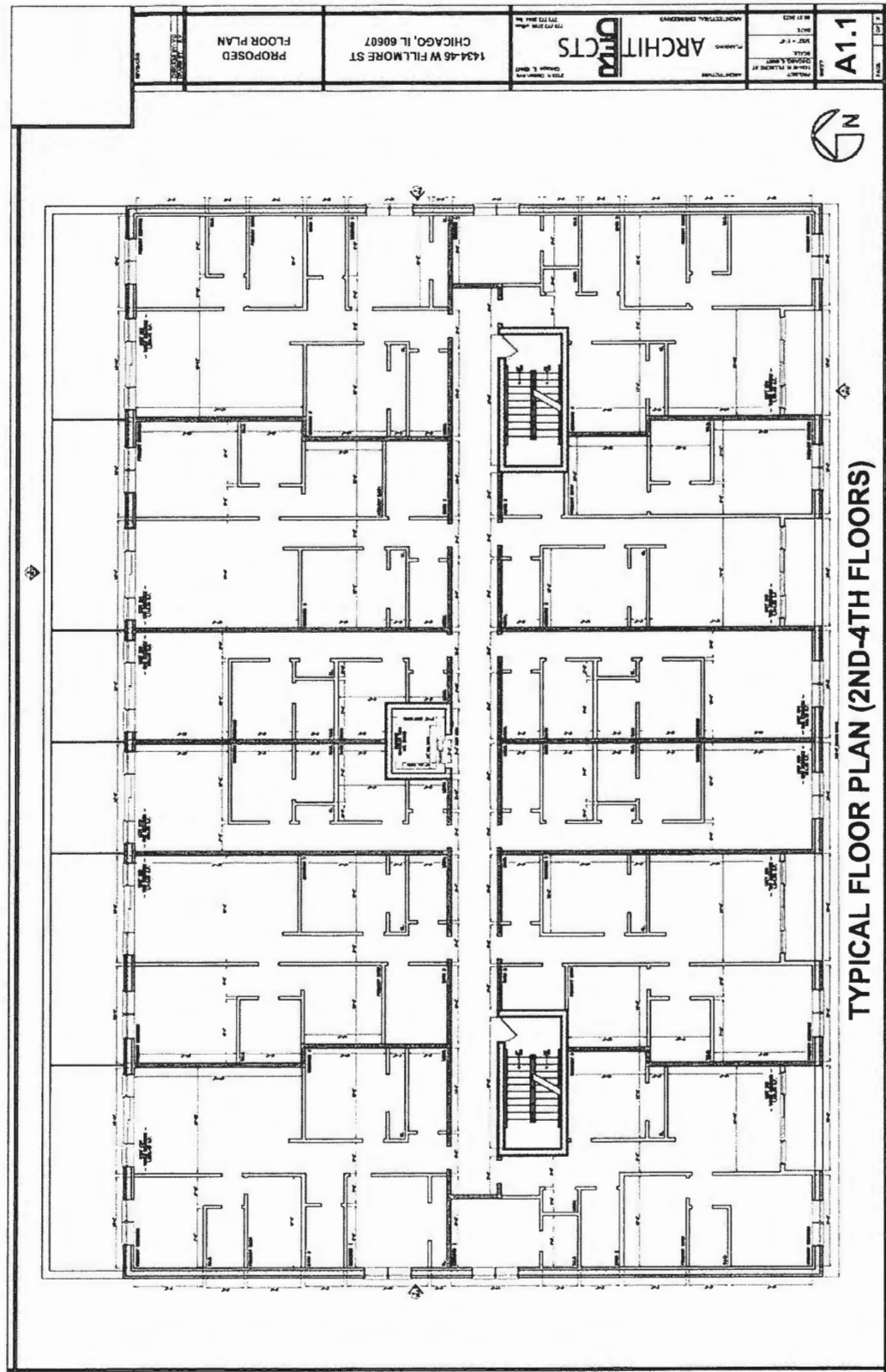
**The Applicant will seek setback relief from the Zoning Board of Appeals to reduce the minimum rear setback for floors containing dwelling units.

- | | |
|-------------------------|------------------|
| (e) Building height: | 56 feet 0 inches |
| (f) Off-street Loading: | 1 (10' x 25') |

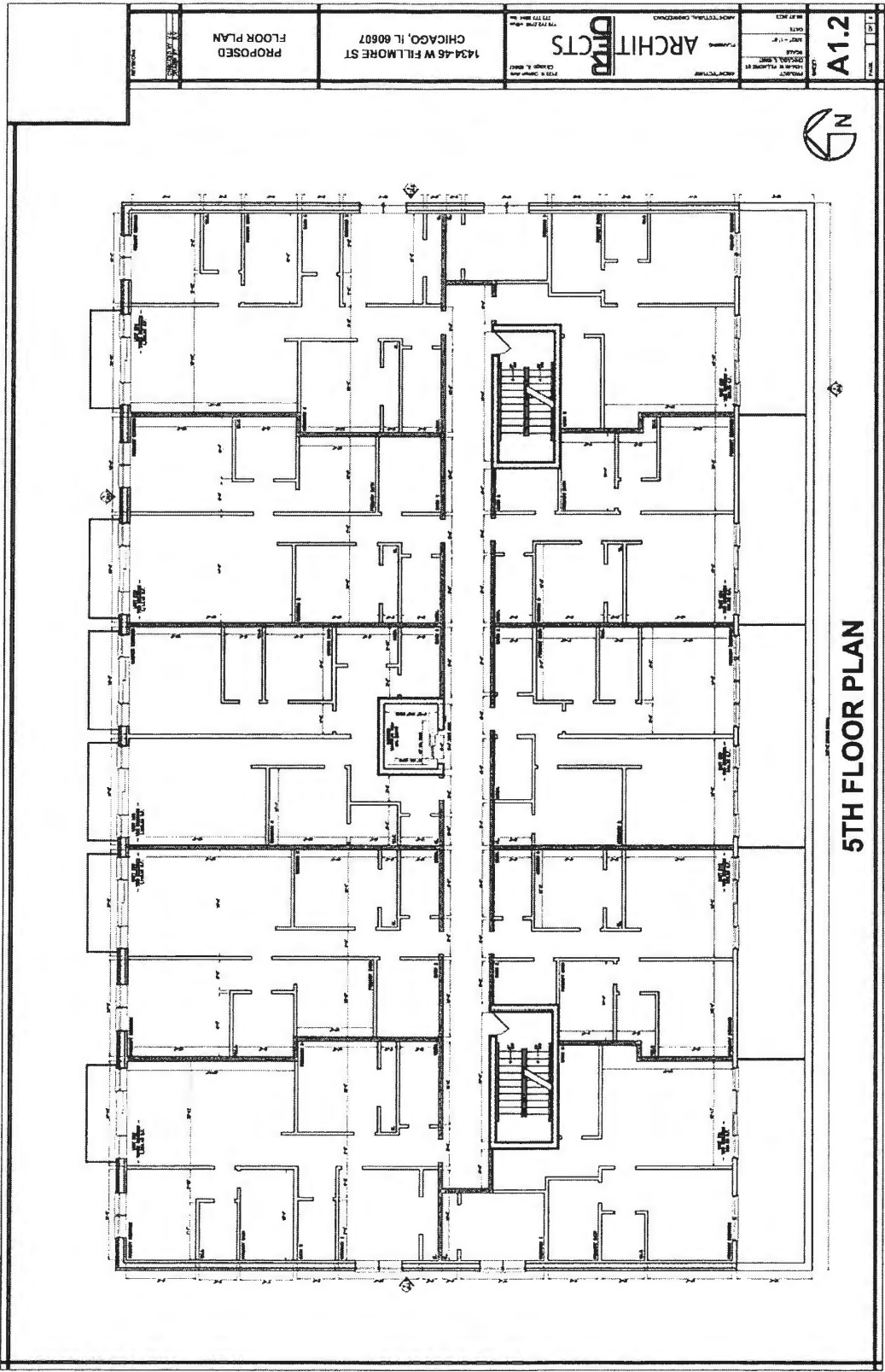
Final for Publication



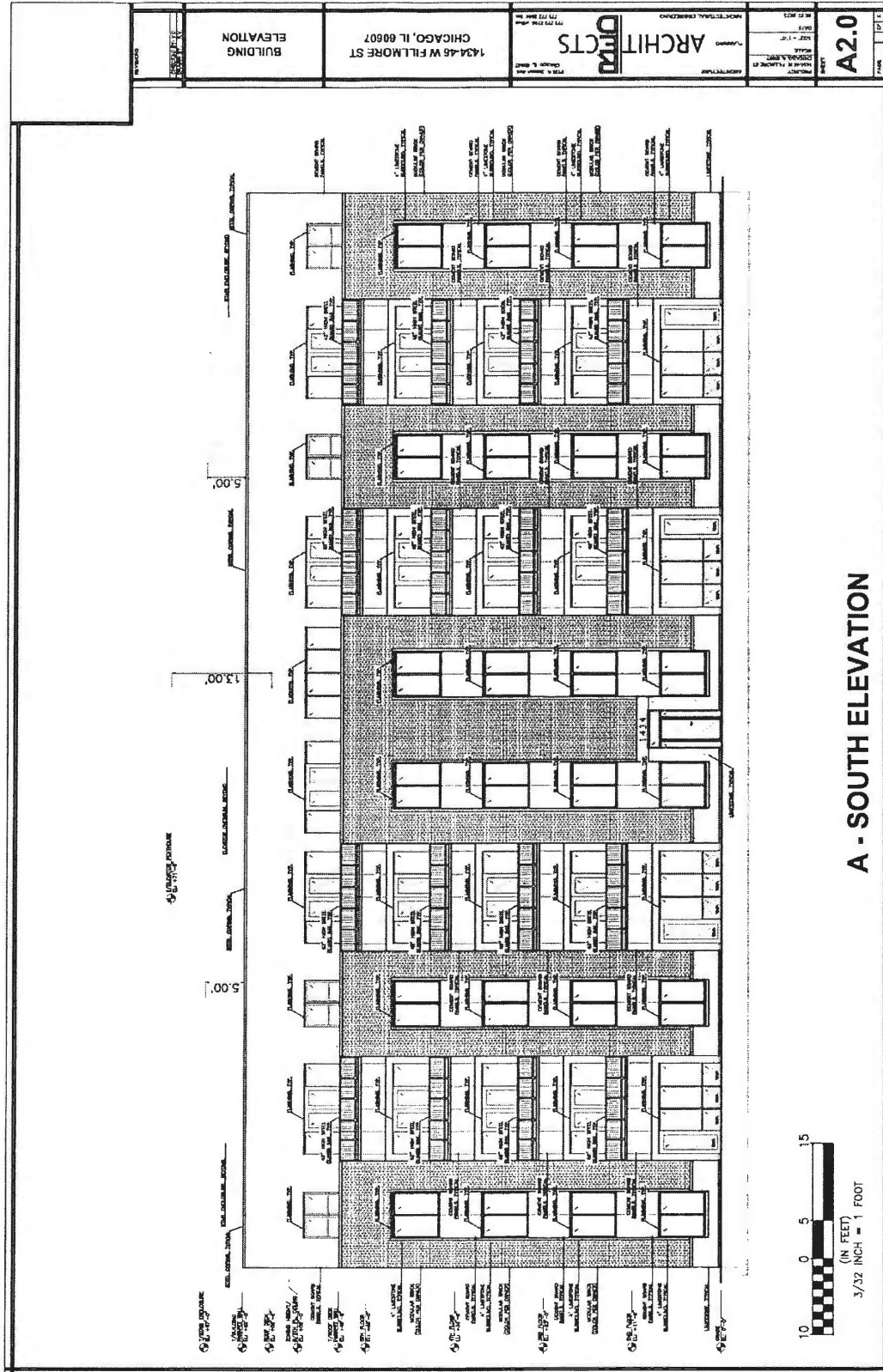
Final for Publication



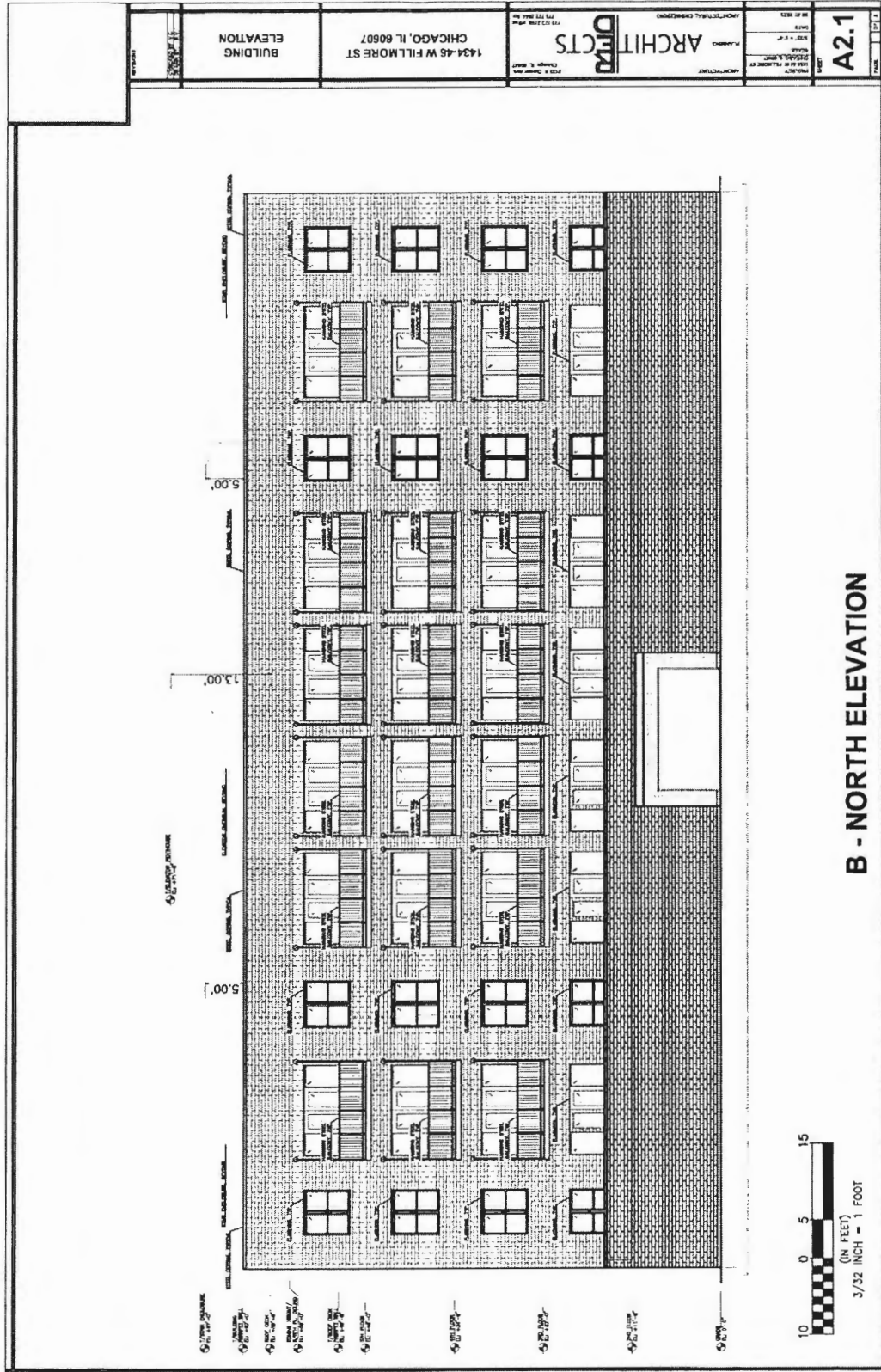
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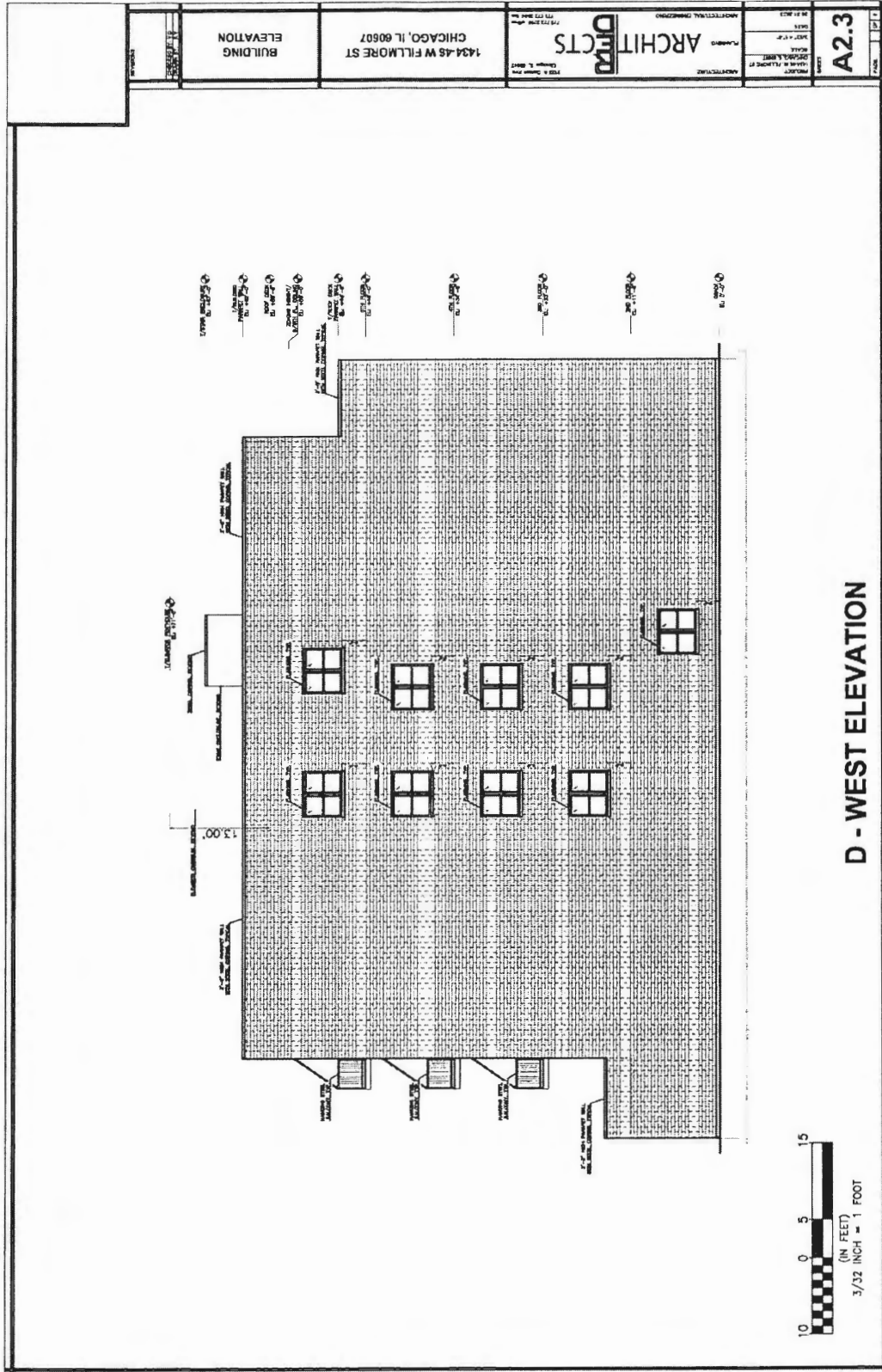
Final for Publication



Final for Publication



Final for Publication



Reclassification Of Area Shown On Map No. 2-I.

(Application No. 22215T1)

(Common Address: 115 S. Francisco Ave.)

[O2023-2289/O2023-0002177]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 2-I in the area 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,

to those of a C1-3 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; First, Second and Third Floor Plans; Roof Plan; and
North, South, East and West Building Elevations
attached to this ordinance printed on
pages 2035 through 2043
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) Type 1 Narrative & Plans – 115 S. Francisco, Chicago, IL

Proposed Zoning: C1-3 Neighborhood Commercial District

Lot Area: 6,200 square feet

Proposed Land Use: The Applicant is proposing to develop the subject property with a new three-story mixed-used building containing retail space at grade and eight (8) residential units above. The proposed first floor retail unit will contain approximately 5,600 sq. ft. of gross floor area. It will be occupied by administrative offices for a book publishing company. The proposed mixed-use building will be masonry in construction and measure 38 ft. in height. The subject property is a Transit Served Location and will not be supported by any off-street parking spaces.

- (A) The Project's Floor Area Ratio: 12,150 square feet (1.96 FAR)
- (B) The Project's Density (Minimum Lot Area Per D.U.): 775 square feet per D.U.
(8 total residential units proposed)
- (C) The amount of off-street parking: 0 - TSL Reduction will be sought via an Administrative Adjustment.
- (D) Setbacks:
 - a. Front Setback: 5 feet
 - b. Rear Setback: 0 feet for retail/commercial first floor / 30 feet for residential floors above
 - c. Side Setbacks:
 - West Side: 0
 - East Side: 2 feet
- (E) Building Height: 38 feet

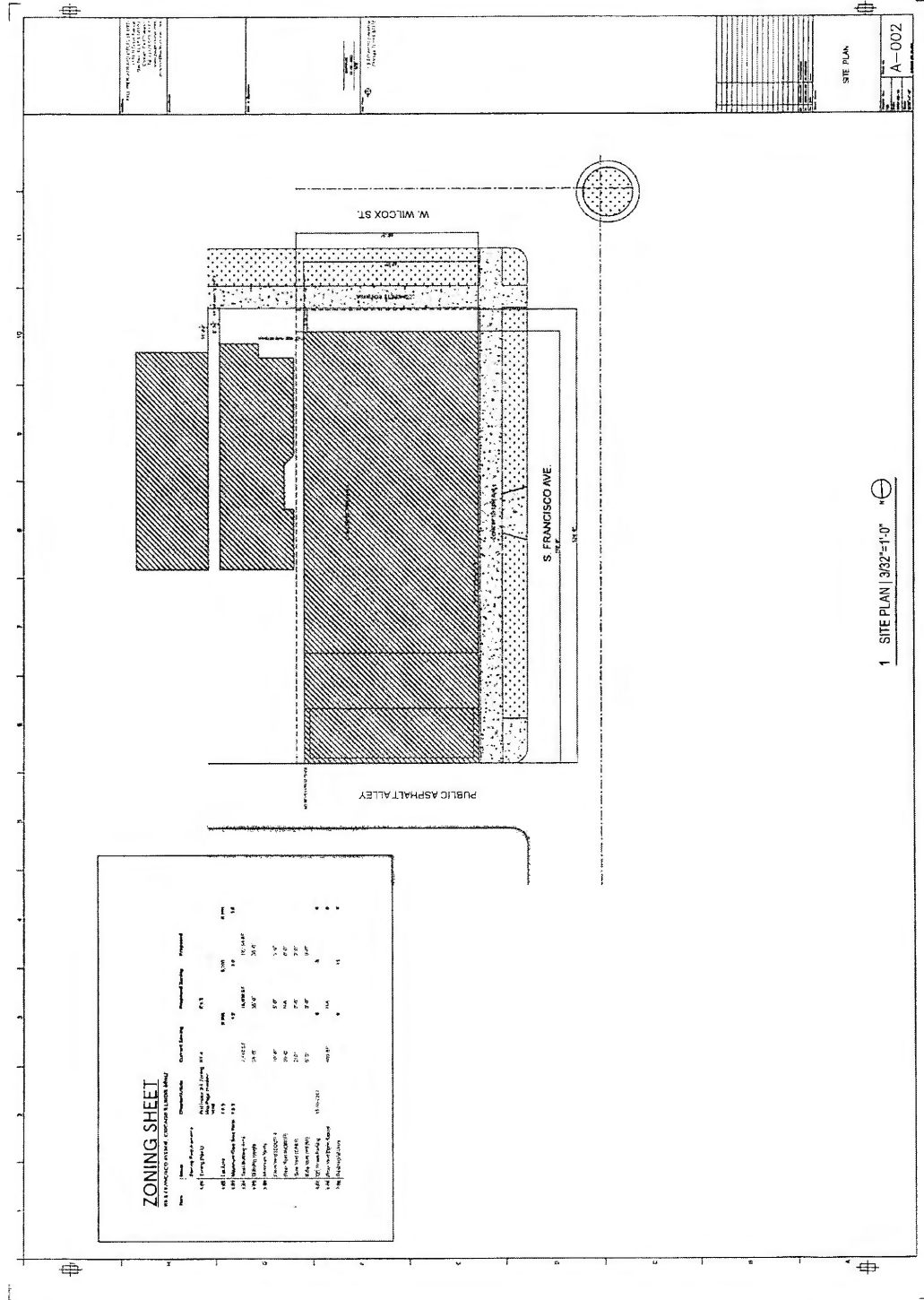
Final for Publication

Subject Property: 115 S. Francisco, Chicago, IL

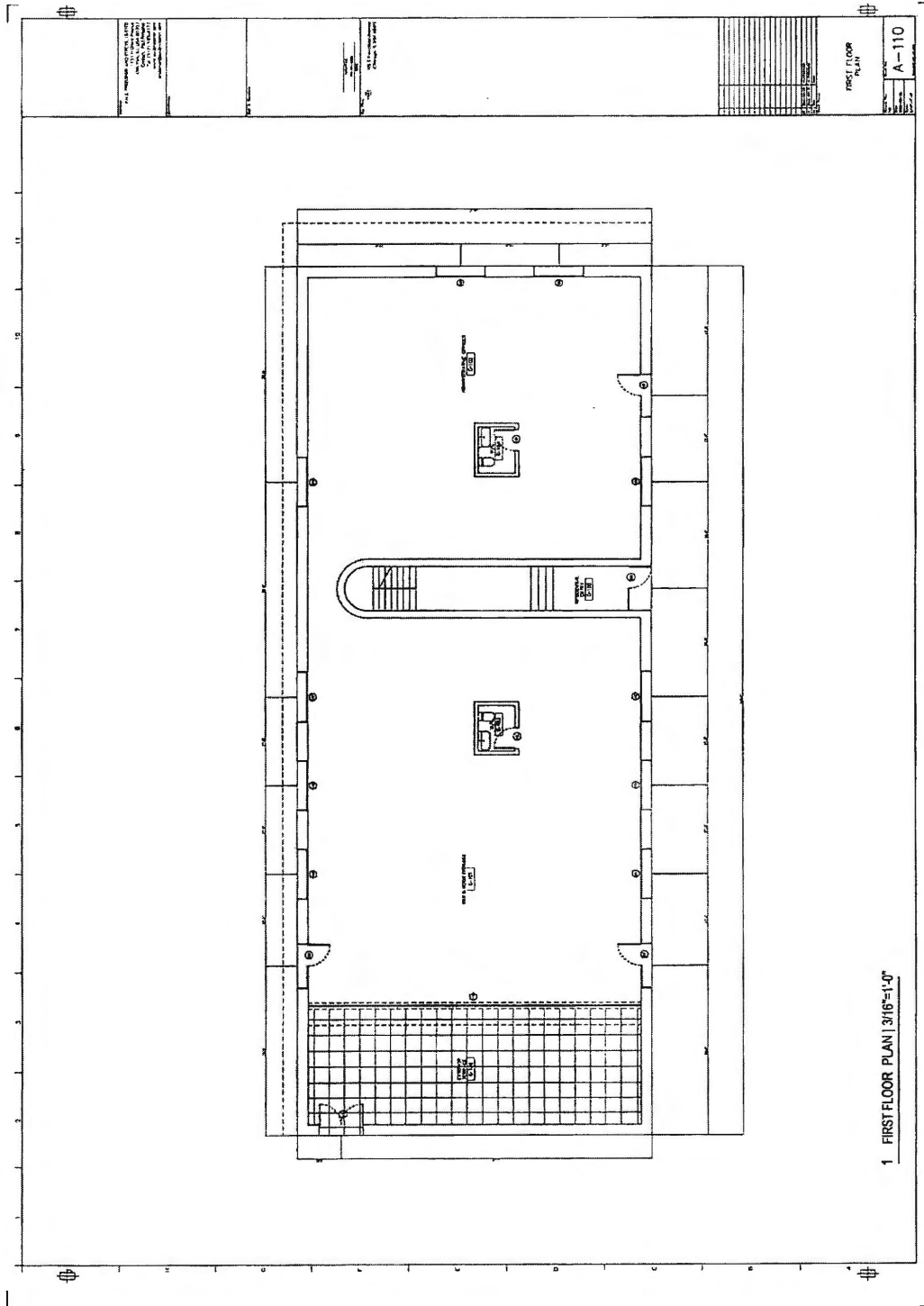
Sec. 17-3-0308 Criteria for Transit-Served Locations – Supplemental Narrative Zoning Analysis

1. The project complies with the applicable standards of Sec. 17-10-0102-B because the subject property is located within 1,320 linear feet from the W. Madison Ave. Bus Route. The subject property is also located within 2,640 linear feet of CTA Station at S. California Ave. The proposed mixed-use building will be supported by at least eight (8) bicycle parking spaces. The Applicant intends on seeking an Administrative Adjustment to permit the parking reduction to zero off-street parking spaces.
2. The proposed mixed-use building will comply with Sec. 17-3-0504 because its front setback will be 5 ft. from the front property line, the entrance width does not exceed 12 ft., the entrance depth does not exceed the entrance width, and the entrance is not more than two-stories in height, the proposed building elevations comply with the window transparency requirements, the front doors to the retail space are located along S. Francisco, the proposed is a Transit-Served Location and will not be supported by off-street parking and/or driveways, and the intended use of the retail space is an administrative office for a book publishing company (not a prohibited use).
3. The Transit Friendly Development Guide defines ‘transit friendly development’ as [d]evelopment which is oriented towards and integrated with adjacent transit. The proposed three-story mixed-use building incorporates accessibility and connectivity to the W. Madison St. Bus Route and the CTA station at S. California Ave., both of which are located north of the subject property. The project also offers onsite bicycle parking and storage. The Applicant believes the project will help activate the pedestrian way along S. Francisco for other commuters traveling in the subject area by developing a currently vacant piece of land.
4. The proposed mixed-use development contemplates eight (8) dwelling units. No on-site parking will be provided. The Applicant intends on seeking an Administrative Adjustment to permit the parking reduction to zero off-street parking spaces.
5. The Applicant believes the proposed mixed-use building will provide appropriate density in a near-west side neighborhood within which the subject property is located. Further, and based on the subject property’s proximity to both the W. Madison St. Bus Route and the CTA Station at S. California Ave., it believes the project complies with the Travel Demand Study and Management Plan rules promulgated by the Department of Transportation by serving an area in need (East Garfield Park).

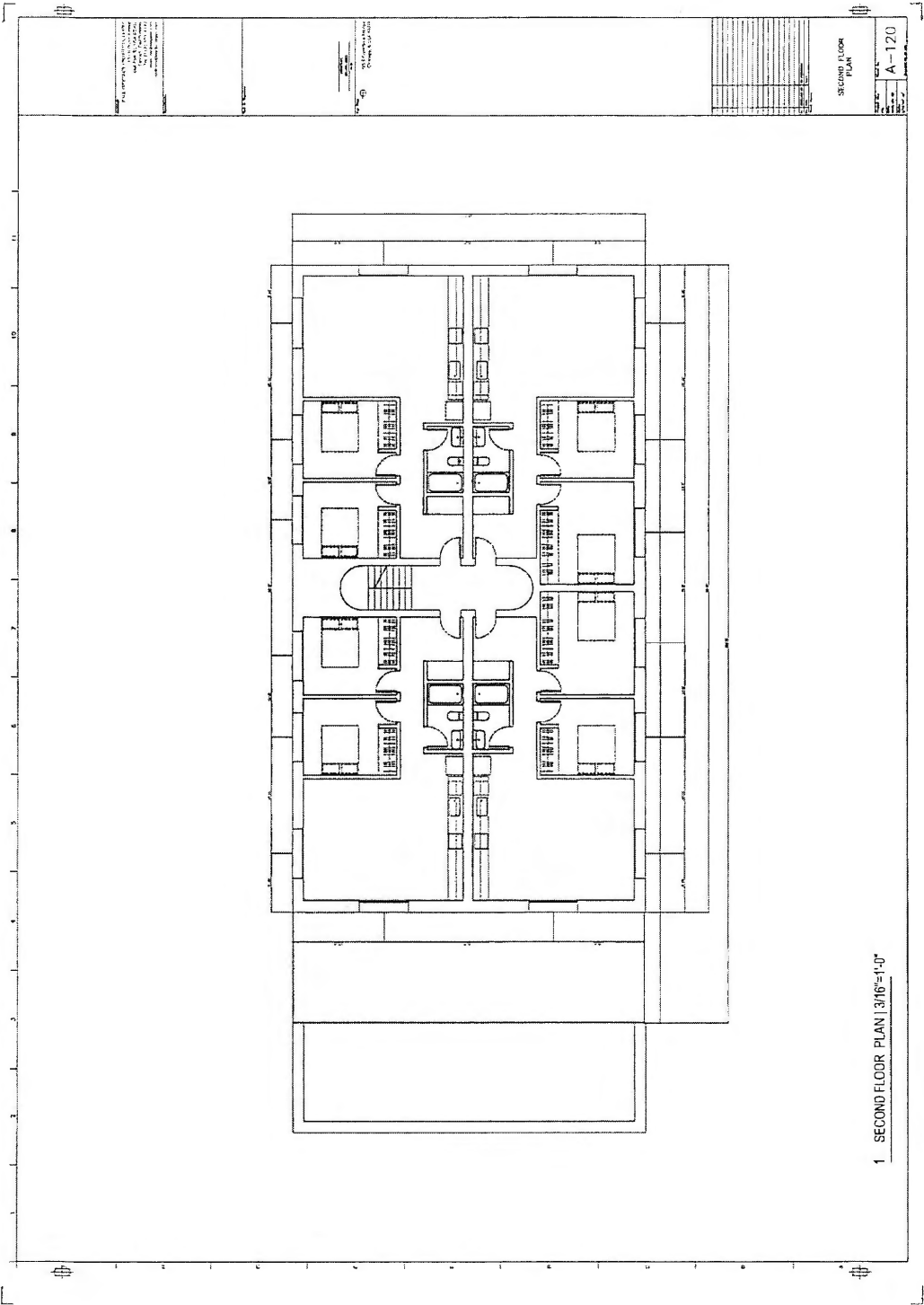
Final for Publication



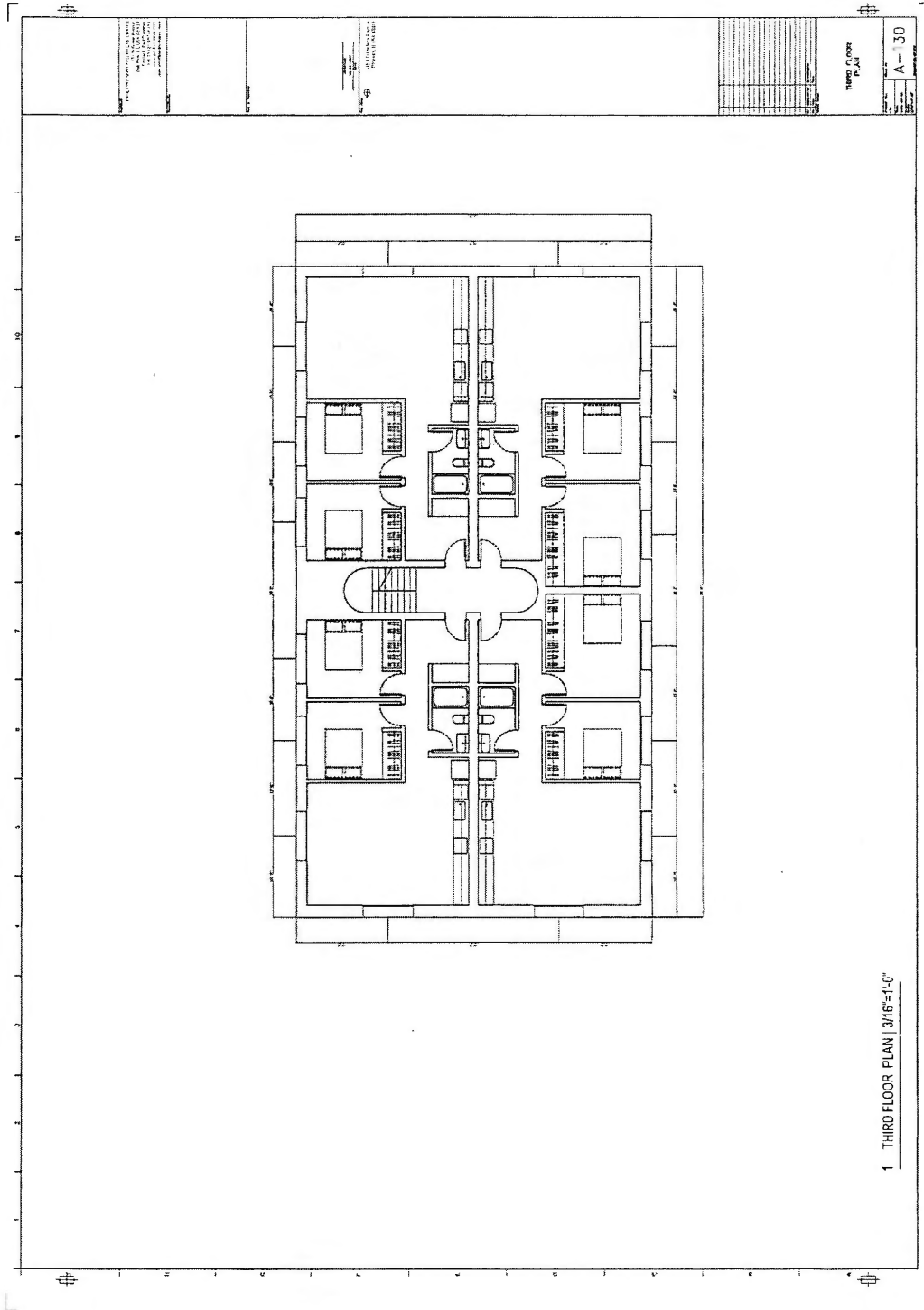
Final for Publication



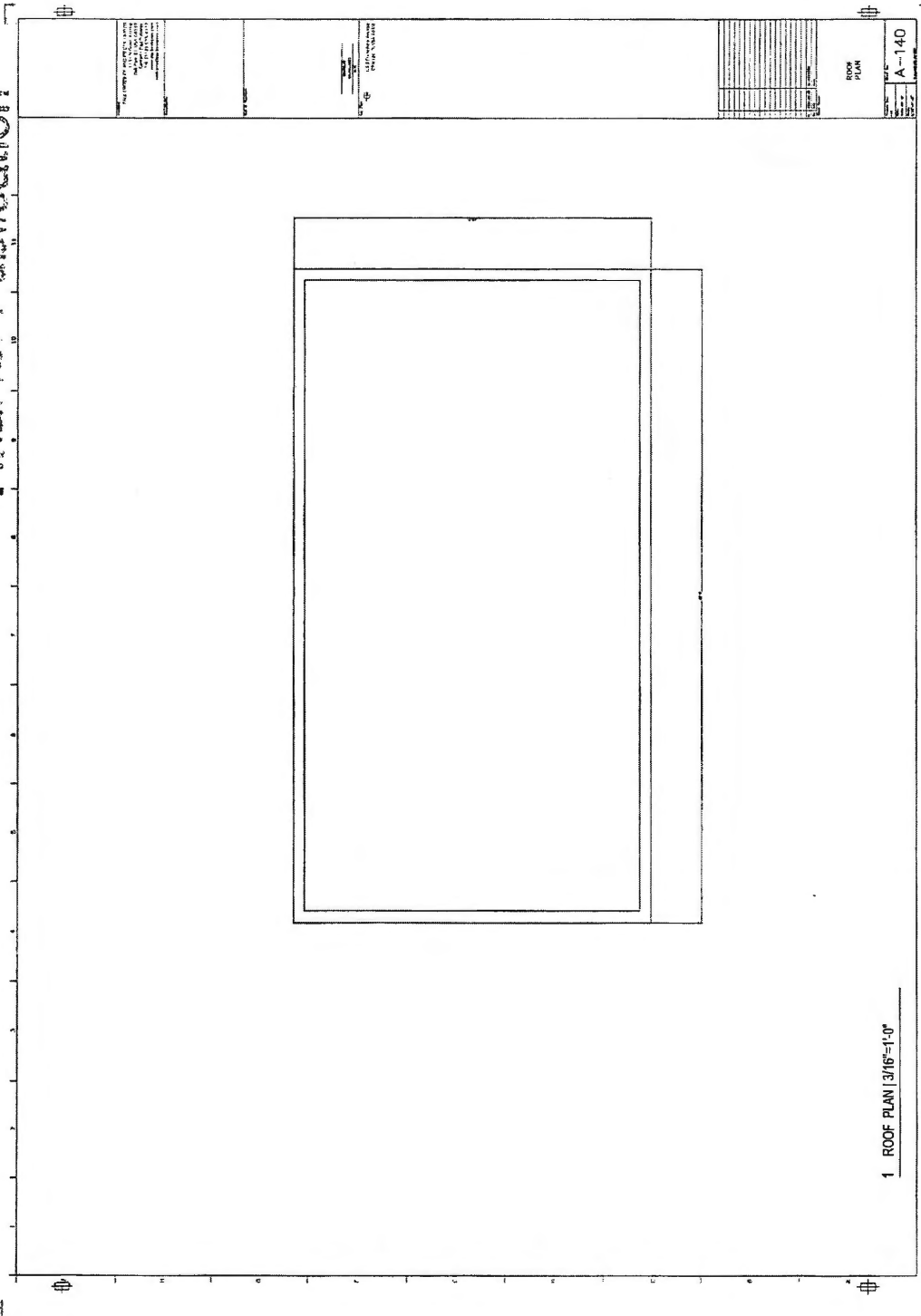
Final for Publication



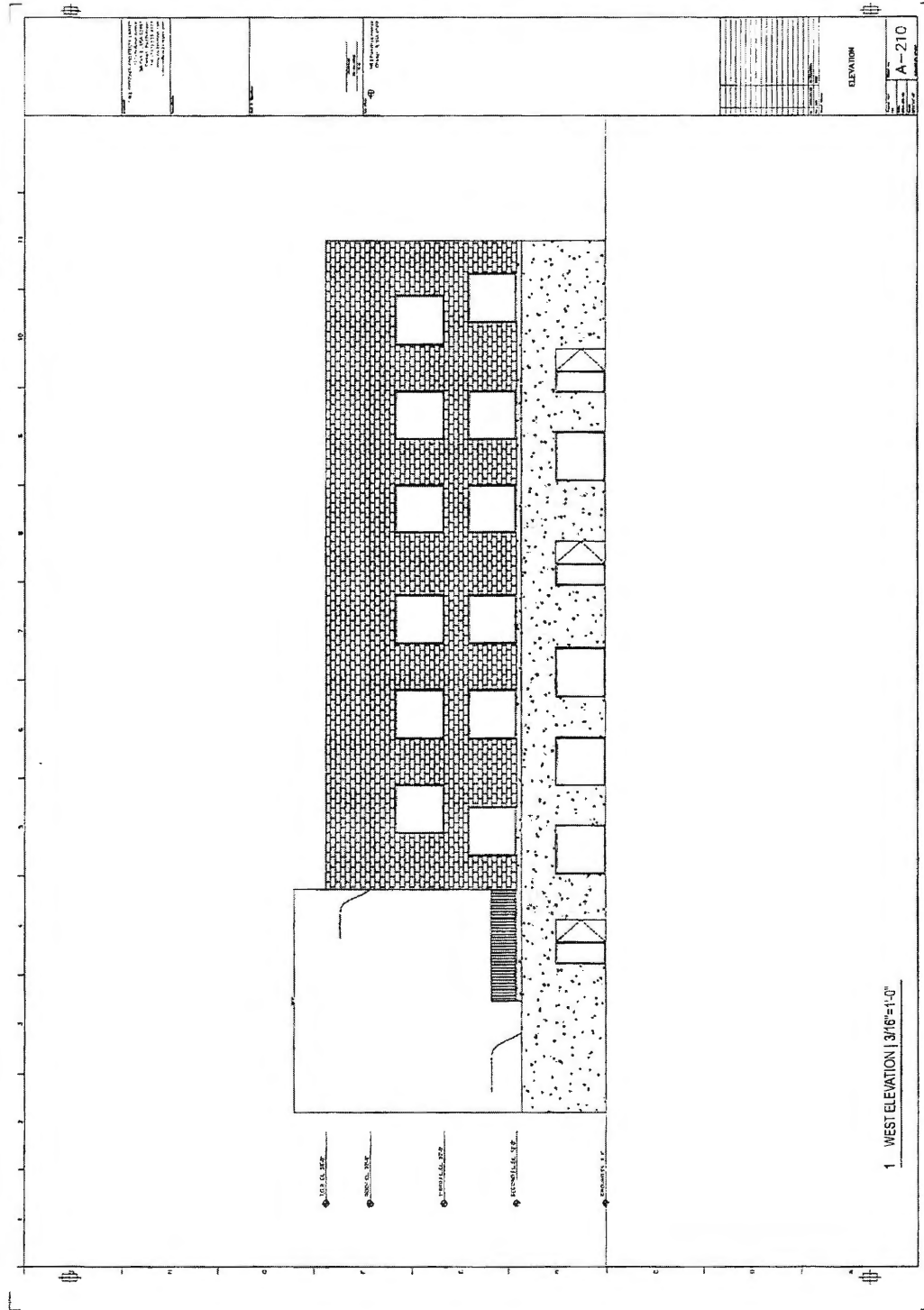
Final for Publication



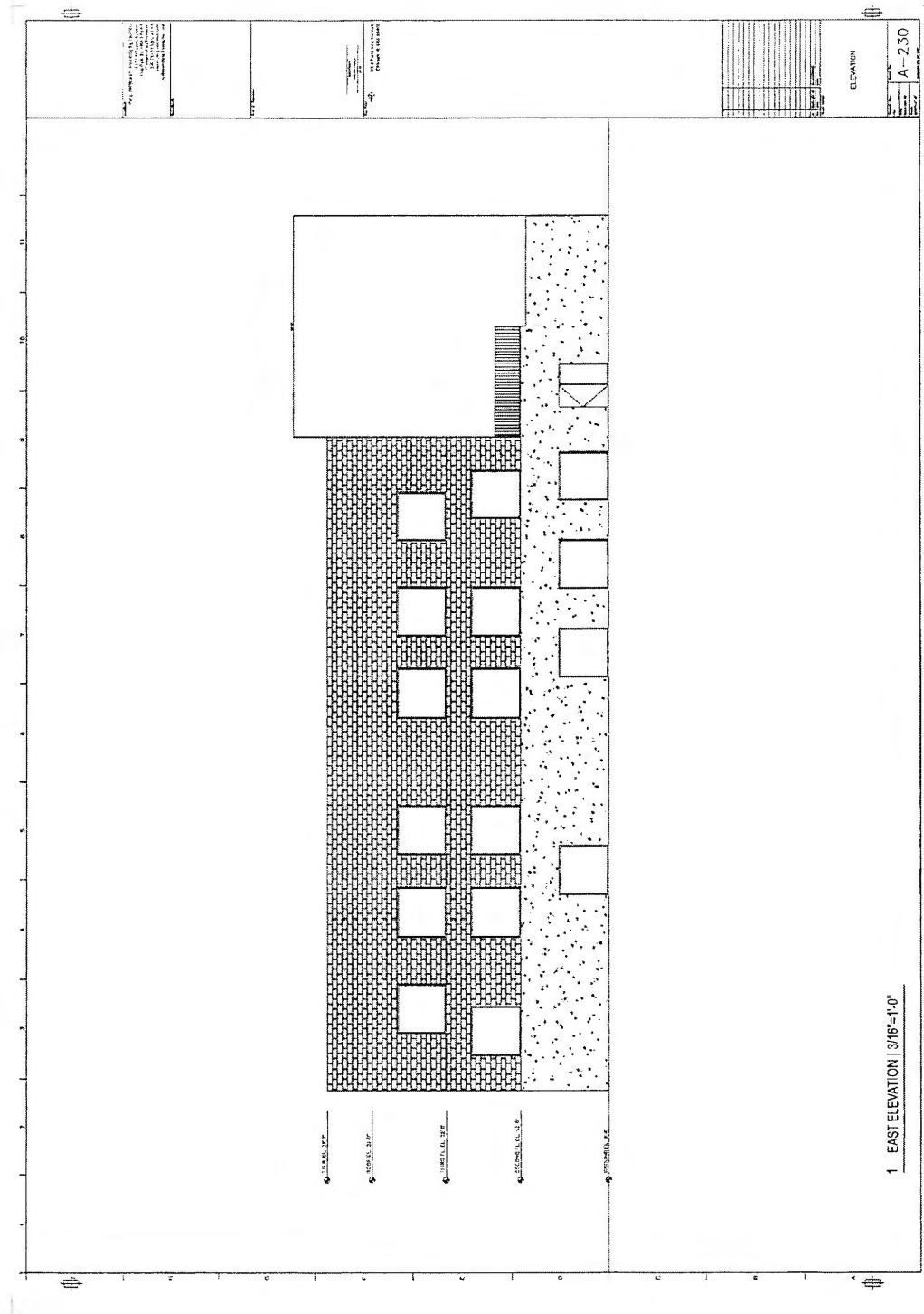
1. 2. 3. 4. 5. 6. 7. 8. 9. 10.



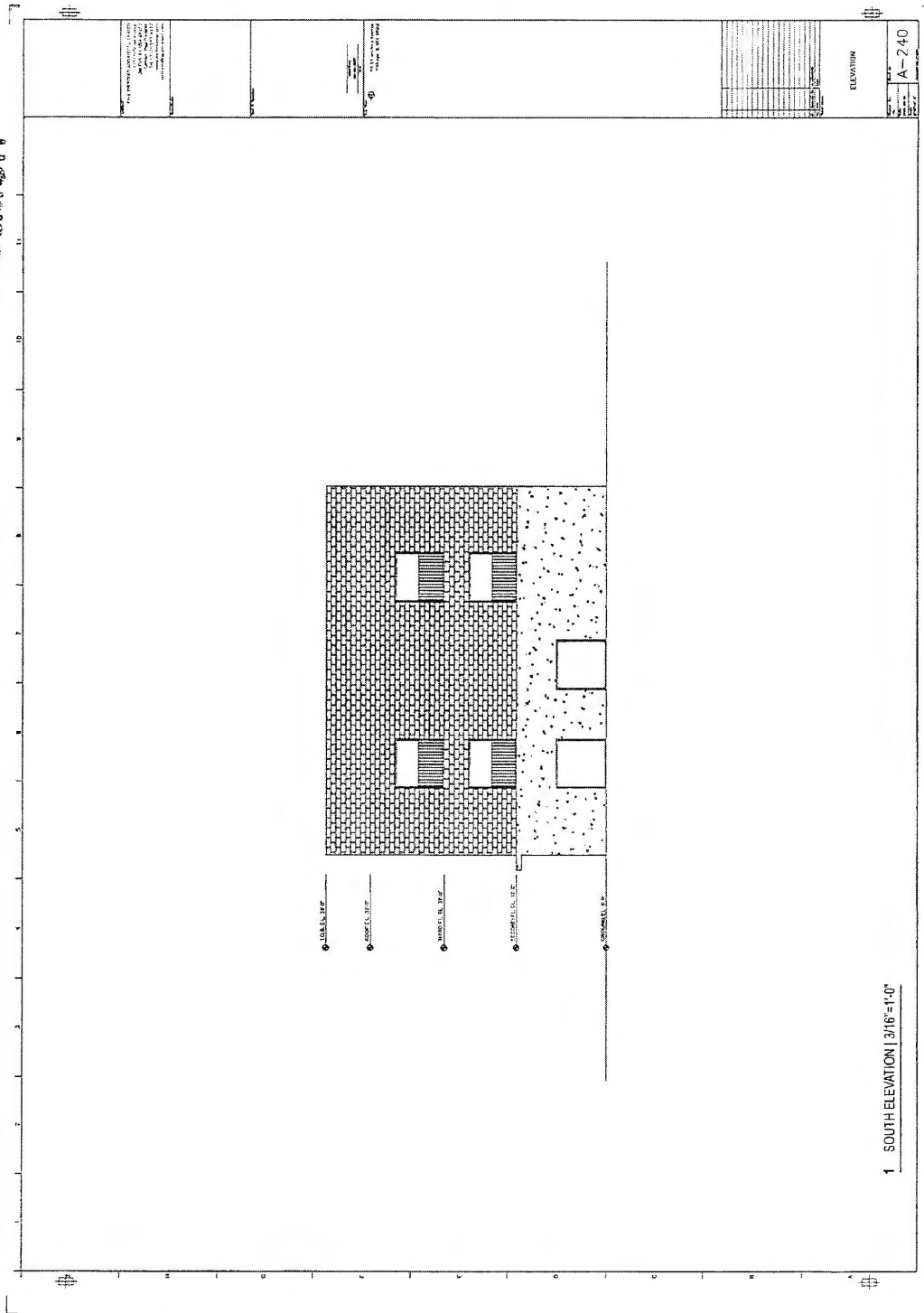
Final for Publication



Final for Publication



Final for Publication



Reclassification Of Area Shown On Map No. 2-I.

(Application No. 22201T1)

(Common Address: 2625 -- 2627 W. Monroe St.)

[O2023-2278/O2023-0002172]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 2-I in the area 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,

to those of an RS3 Residential Single-Unit (Detached House) District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan attached to this ordinance printed on
page 2046 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

File for Publication

ZONING MAP AMENDMENT

ZONING NARRATIVE FOR 2625-27 WEST MONROE STREET, CHICAGO, IL 60612

TYPE I NARRATIVE AND PLANS

Use: The Applicant seeks a zoning change from the current M1-2 Limited Manufacturing/Business Park District to RS3 Residential Single-Unit (Detached House) District to allow a shared housing unit within the existing single-family residence.

Project's Floor Area: 1,465.44 SF (existing)

Project's Density: 1 Dwelling Unit, 5,099.52 SF
(Minimum Lot Area)

Parking: 2

Setbacks: Front: 12.60' (existing)

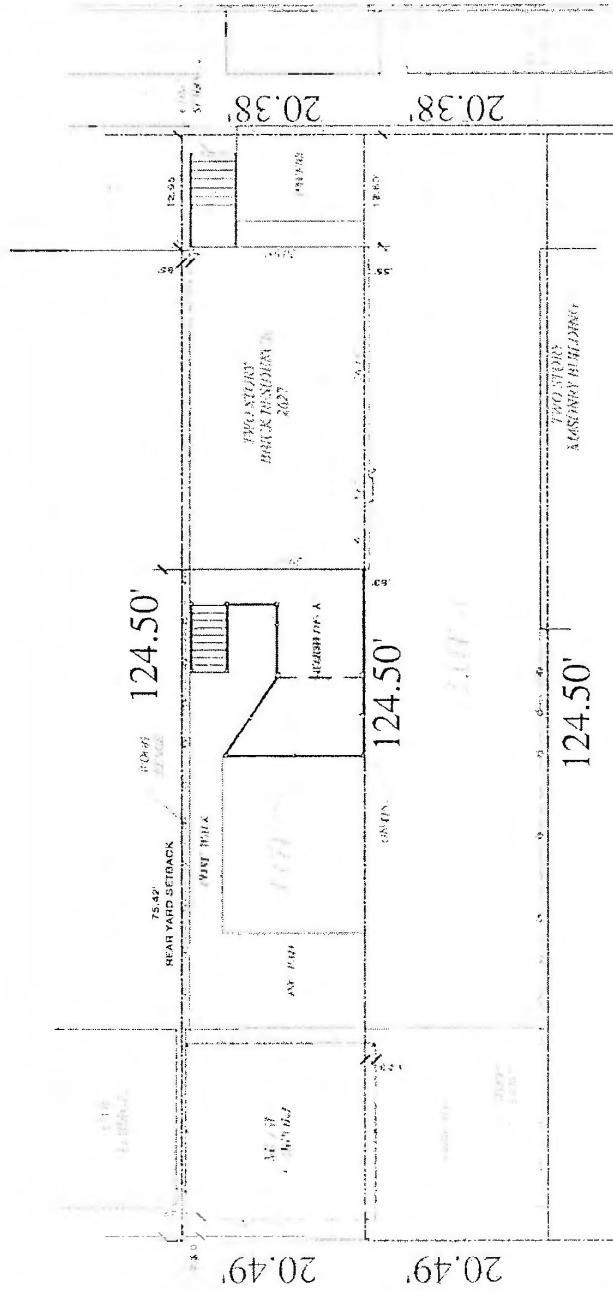
Rear: 75.42' (existing)

Side Setbacks:

- East Side Setback: 20.38' (existing)
- West Side Setback: 0.85' (existing)

Building Height: 25' (existing)

Final for Publication



SITE PLAN
227 W. MONROE AVE., CHICAGO, IL 60612

Reclassification Of Area Shown On Map No. 2-I.

(Application No. 22210)

(Common Address: 1113 S. Mozart St.)

[O2023-2297/O2023-0002150]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 2-I in the area 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,

to those of an RM5 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-H.

(As Amended)

(Application No. 22200T1)

(Common Address: 1746 W. Division St.)

[O2023-2275/SO2023-0002169]

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 B3-2 Community Shopping District symbols as shown on Map Number 3-H in the area generally bounded by:

a line 100 feet north of and parallel to West Division Street; and 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,

to those of a B3-3 Community Shopping 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; First, Second and Third Floor Plans; Existing South Elevation -- for reference only; and Proposed North, East and West Building Elevations attached to this ordinance printed on pages 2049 through 2054 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS
TYPE 1 ZONING MAP AMENDMENT

Applicant: Palazzo 1746, LLC
 Property Location: 1746 West Division Street
 Proposed Zoning: B3-3 Community Shopping District
 Lot Area: 2,400 square feet

Palazzo 1746, LLC is the “Applicant” for a Type 1 Zoning Map Amendment for the subject property located at 1746 West Division Street from the B3-2 Community Shopping District to the B3-3 Community Shopping District in order to authorize the construction of a first- and second-floor rear building addition to the existing mixed-use residential building at the subject property.

The site is bounded by a 16-to-18 foot wide public alley to the north, a four-story mixed-use residential building to the east, West Division Street to the south, and a four-story mixed-use residential building on the west. The subject property contains approximately 2,400 square feet of net site area and is currently improved with a 3-story mixed use residential building and two-car garage. The first floor contains a restaurant and the second and third floors each contain a single residential unit. The Applicant proposes to demolish the garage, construct a first- and second-floor rear addition, and expand the restaurant use to the entire second floor.

The property is a transit-served location based on its proximity to the Division Street bus line corridor roadway segment and the Division Street CTA Blue Line station entrance.

(a) Floor Area and Floor Area Ratio:

- | | | |
|-----|--------------|-------------------|
| i. | Lot Area: | 2,400 square feet |
| ii. | Maximum FAR: | 3.0 |

(b) Density (Lot Area Per Dwelling Unit): 2,400

(c) Amount of off-street parking: 0 vehicular spaces*

(d) Setbacks:

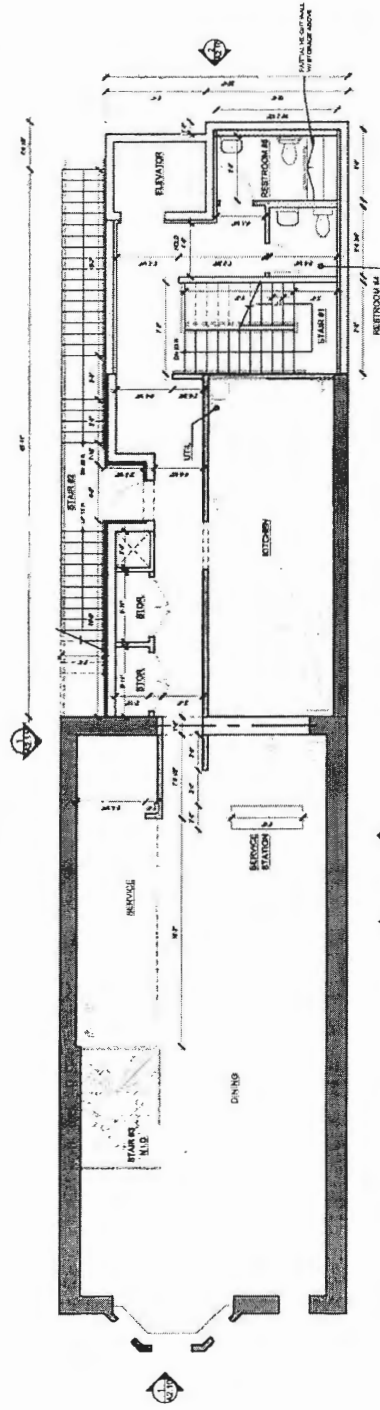
- | | | |
|------|----------------|--------|
| i. | Front setback: | 0 feet |
| ii. | Side setback: | 0 feet |
| iii. | Side setback: | 0 feet |
| iv. | Rear setback: | 0 feet |

(e) Building height: 37 feet 10 inches

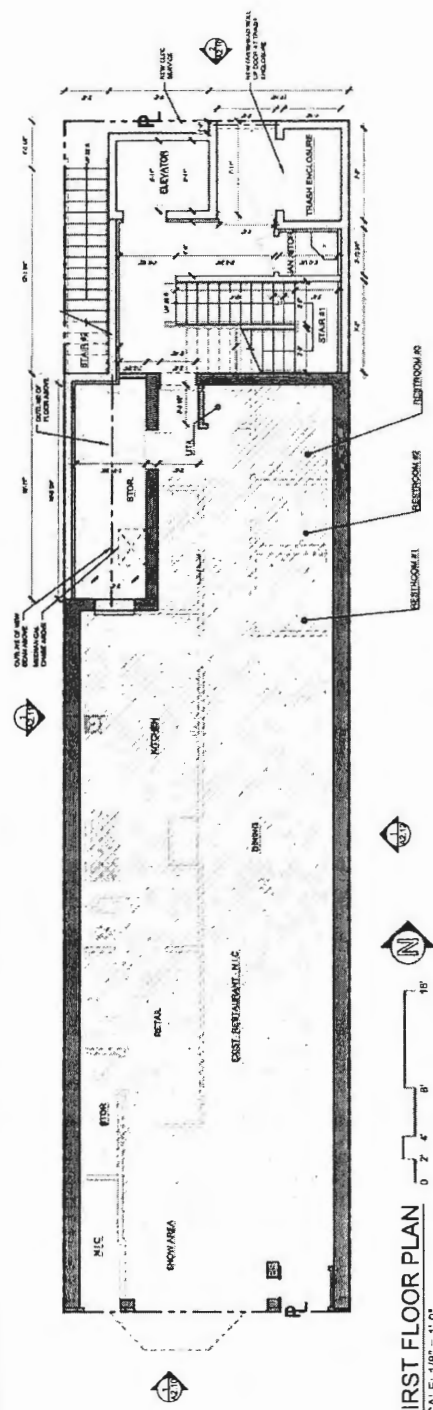
(f) Off-street Loading: 0

*A transit-served location parking reduction is requested. The project will comply with all mandatory criteria for new construction in transit-served locations set forth in Sec. 17-3-0308.

Final for Publication



2 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



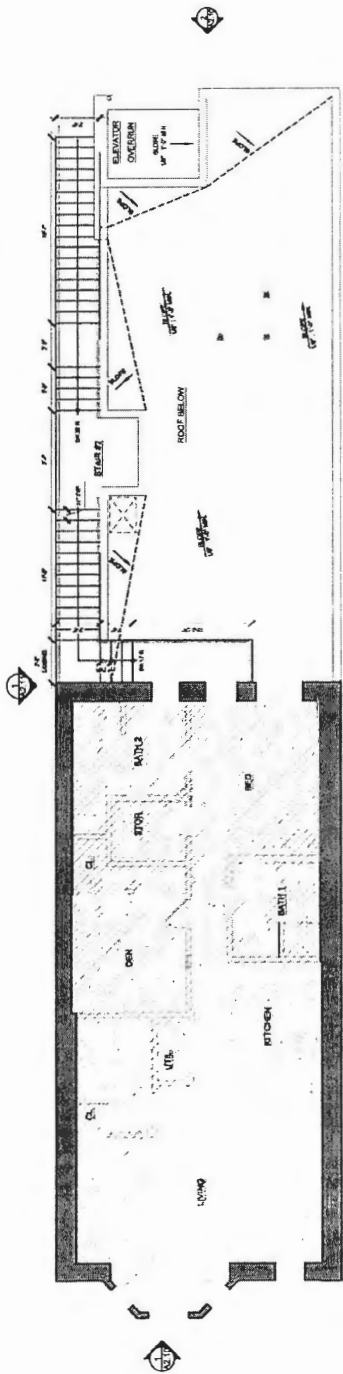
1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

TORTELLO
1744 W. DIVISION ST.
CHICAGO, ILLINOIS 60622

SPRCE
ARCHITECTS - PLANNERS
1744 W. DIVISION ST.
CHICAGO, ILLINOIS 60622

VERSION
A1.20

Final for Publication



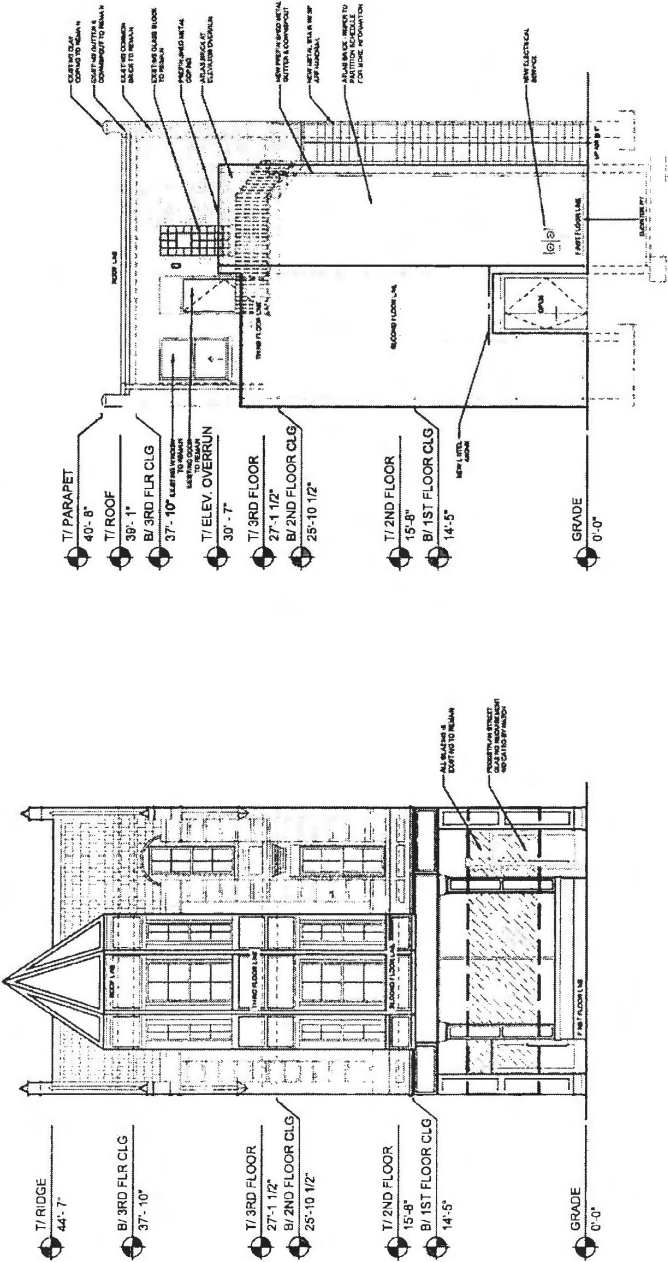
1 THIRD FLOOR PLAN
SCALE: 1/8" = 1'-0"

TORTELLO
1744 W. DIVISION ST.
CHICAGO, ILLINOIS 60622

SPACE
ARCHITECTS + PLANNERS
1744 W. DIVISION ST.
CHICAGO, ILLINOIS 60622

VERSION
A1.21

Final for Publication



TORTELLO

1744 W DIVISION ST.

CHICAGO, ILLINOIS 60622

SPACE

ARCHITECTS - PLANNERS

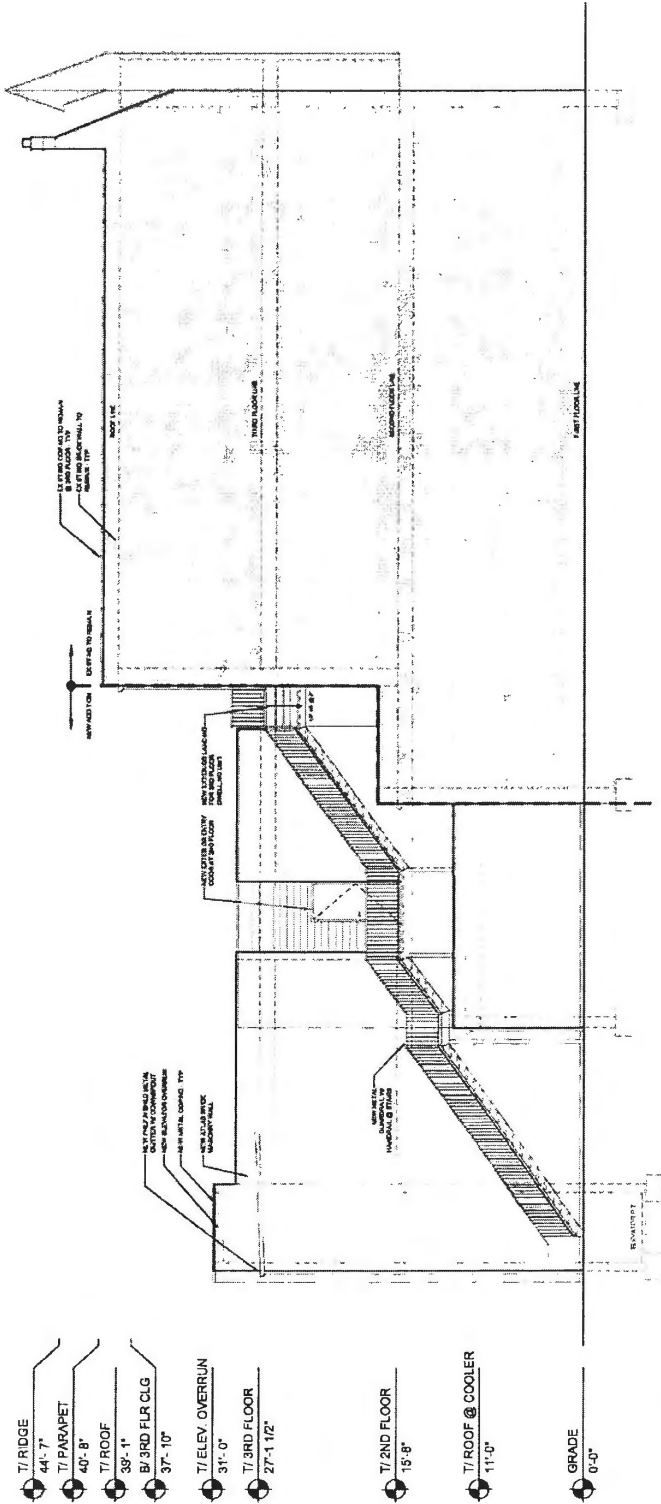
1744 W DIVISION ST.

CHICAGO, ILLINOIS 60622

VERSION

A2.10

Final for Publication



1 PROPOSED WEST ELEVATION

SCALE: 1/8" = 1'-0"

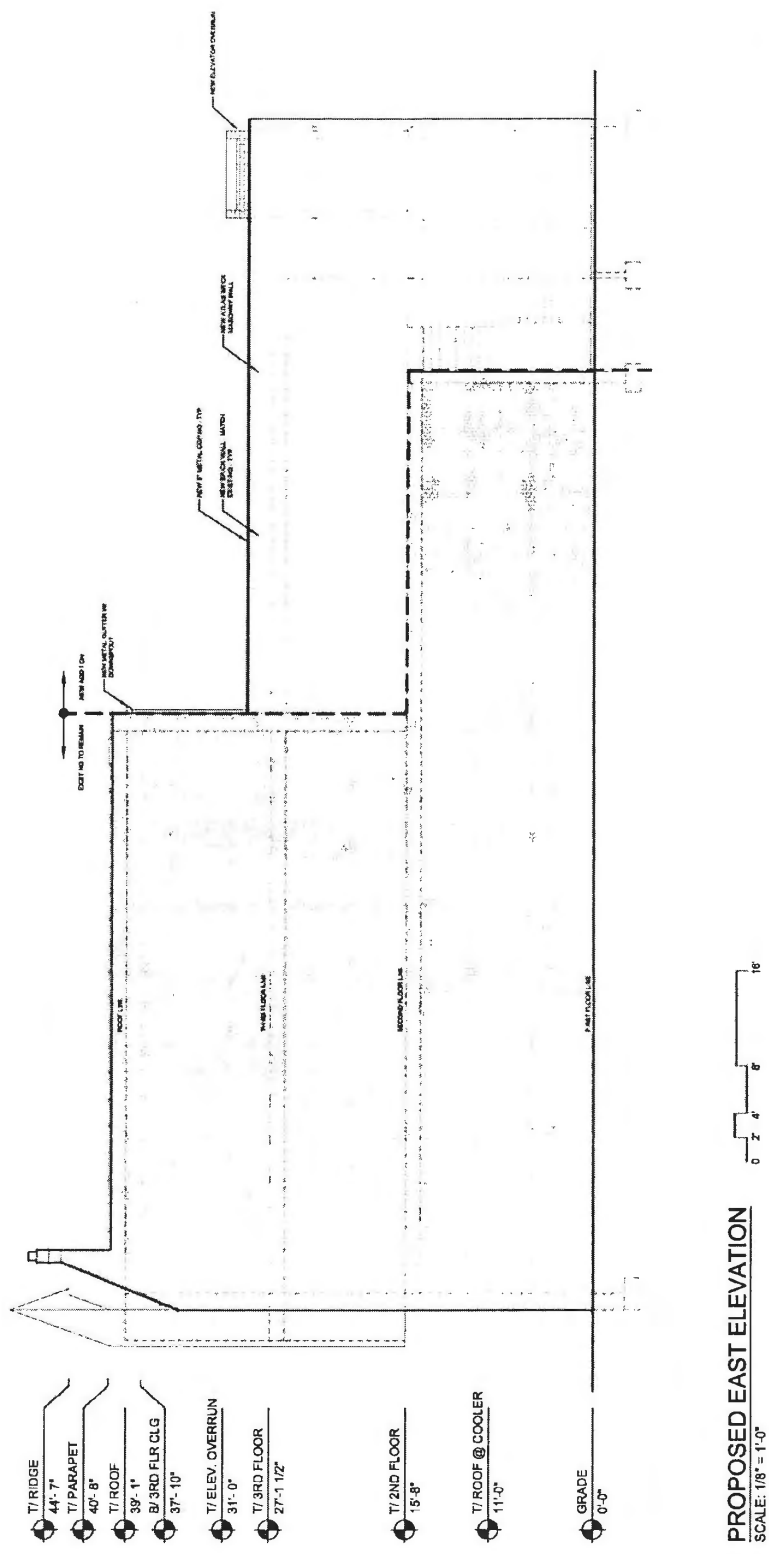


TORTELLO
1746 W. DIVISION ST.
CHICAGO, ILLINOIS 60622

SPACE
ARCHITECTS - PLANNERS
1001 N. LAUREL ST. SUITE 200
CHICAGO, IL 60610

VERSION
A2.11

Final for Publication



1 PROPOSED EAST ELEVATION

SCALE: 1/8" = 1'-0"



TORTELLO
1746 W. DIVISION ST.
CHICAGO, ILLINOIS 60622
Architect: Tortello & Associates, Inc. 10/1/2022

SPACE
A2.12
VERSION
A2.12
ARCHITECT: PLANNING
DATE: 10/1/2022
BY: [Signature]

Reclassification Of Area Shown On Map No. 3-I.

(Application No. 22161T1)

(Common Address: 2611 W. Augusta Blvd.)

[O2023-1540/O2023-0002719]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 3-I in the area bounded by:

West Augusta Boulevard; a line 100 feet west of and parallel to North Rockwell Street; the public alley next south of and parallel to West Augusta Boulevard; and a line 131.50 feet west of and parallel to North Rockwell Street,

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; Existing Basement,
First, Second and Third Floor Plans; Existing
Roof Plan; Basement Floor Plan; Section
and Details; and Building Depictions
attached to this ordinance printed
on pages 2057 through 2065
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Narrative and Plans for Type 1
Rezoning from RS-3 to RM-5
for 2611 W. Augusta Boulevard, Chicago

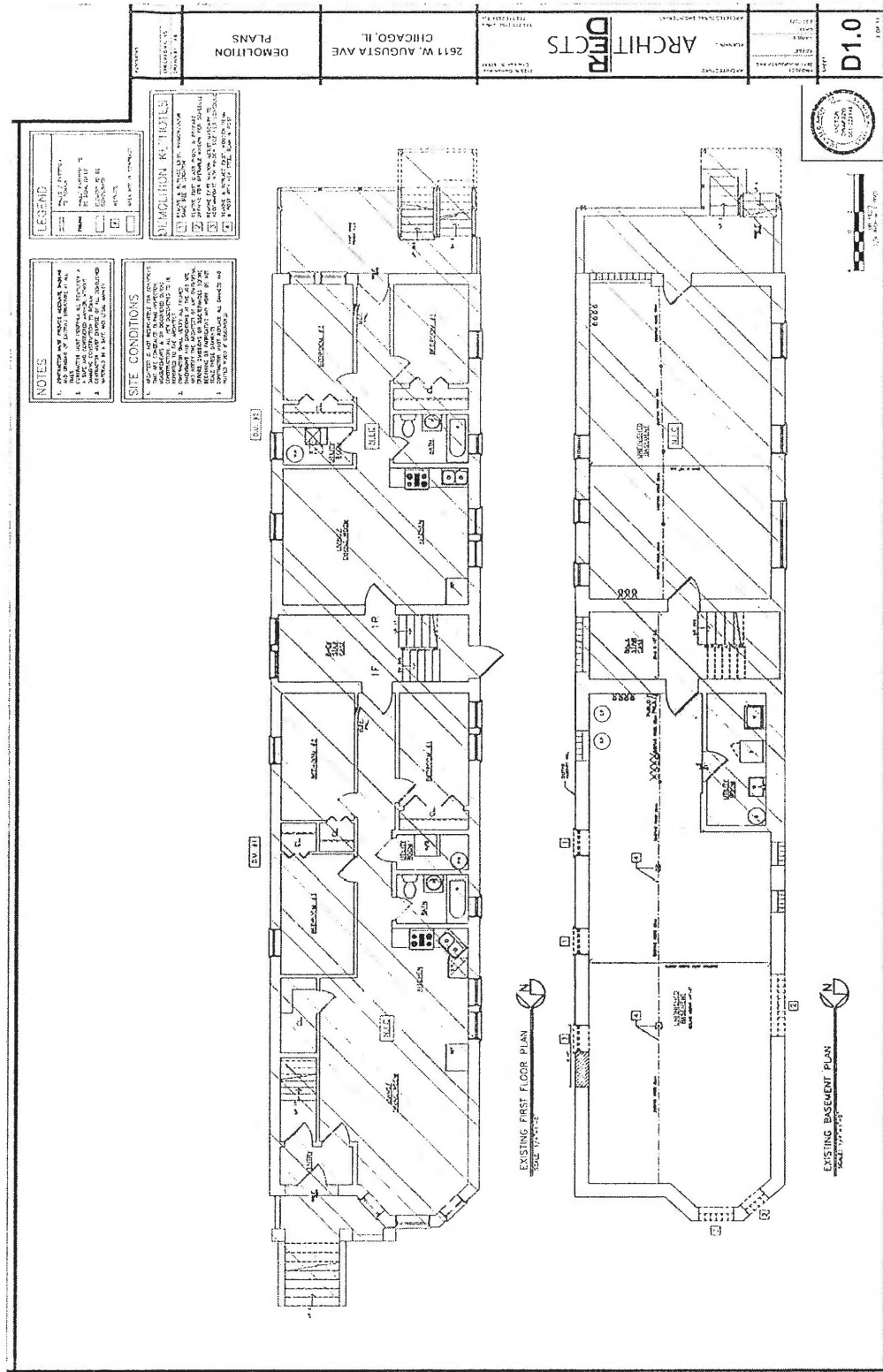
Narrative

The subject property is improved with a 3-story multi-unit residential building. The applicant needs this zoning change to comply with the bulk and density standards to add an additional dwelling in this basement of the existing building for a total of seven dwelling units.

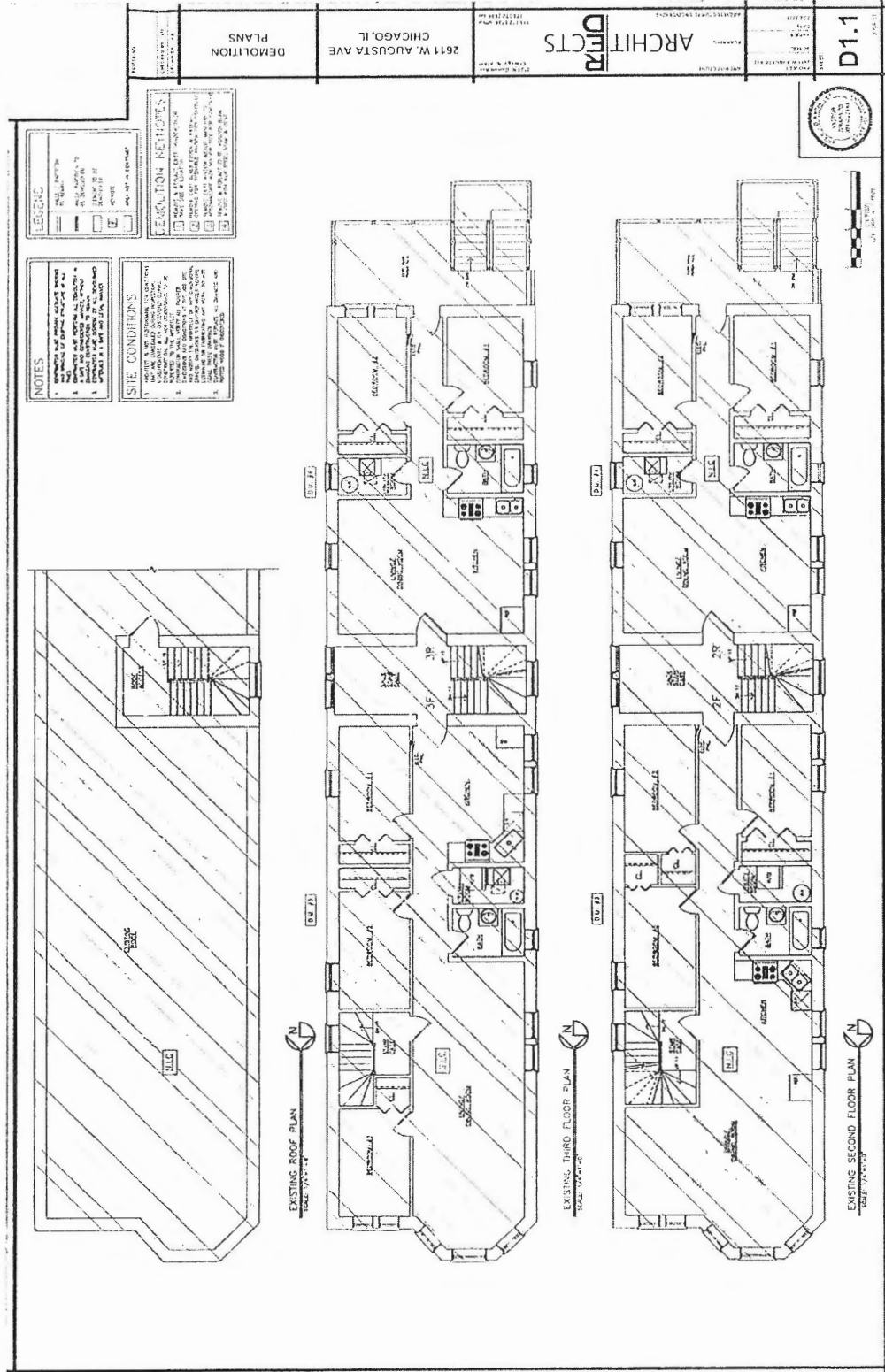
A.1. The proposed land use is to add an additional dwelling unit in the basement of the existing building for a total of seven dwelling units.

- a. The project's floor area ratio will be 2.0. Lot area 3,926.47 square feet.
- b. The project's density Minimum Lot Area (MLA) per dwelling unit will be 561 SF per dwelling unit.
- c. Off-street parking spaces: Zero
- d. Setbacks Existing: front 5.5'
West 5.85'
East 4.0'
Rear 19.19'
- e. Building height 40' existing.

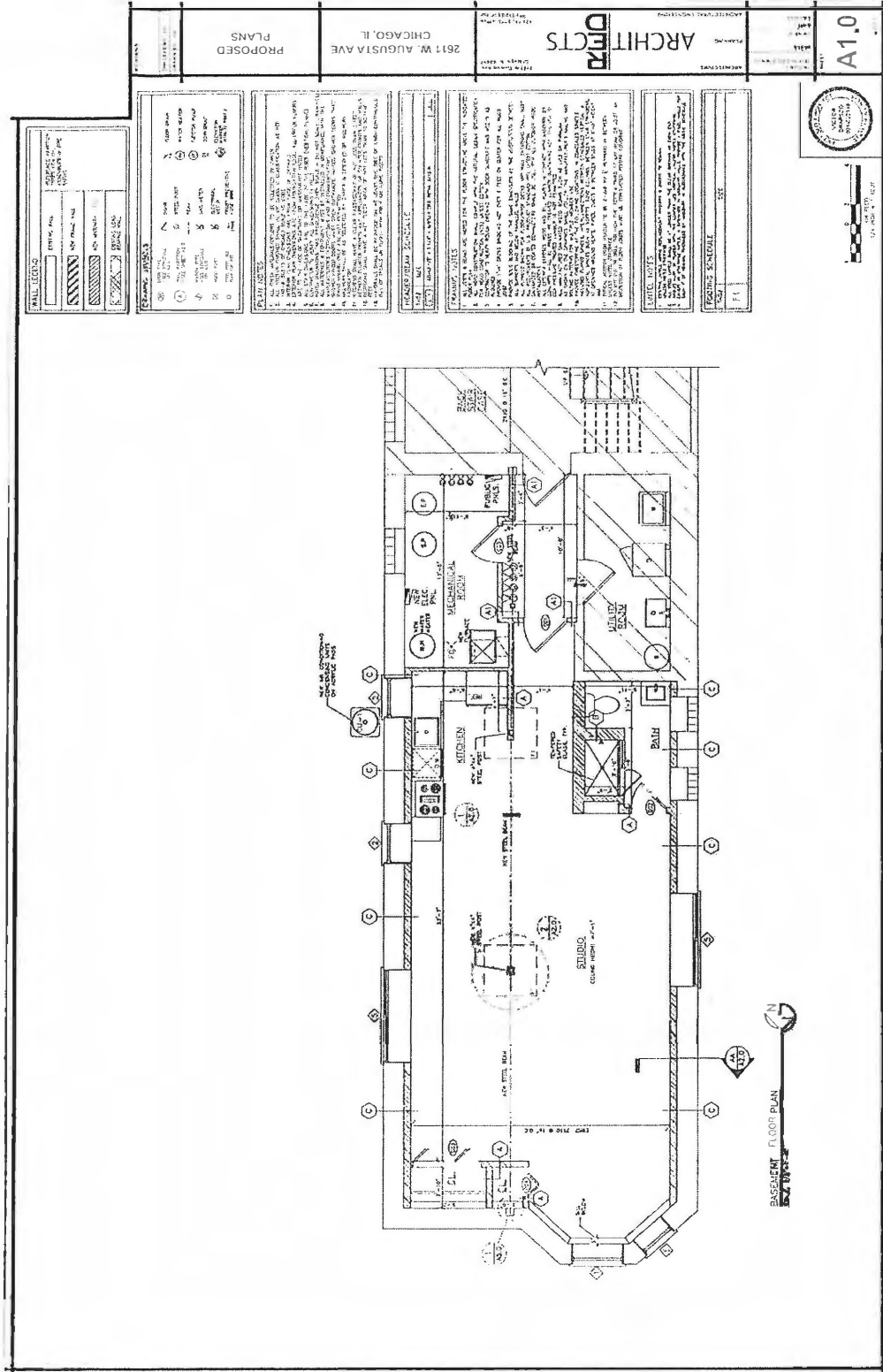
Final for Publication



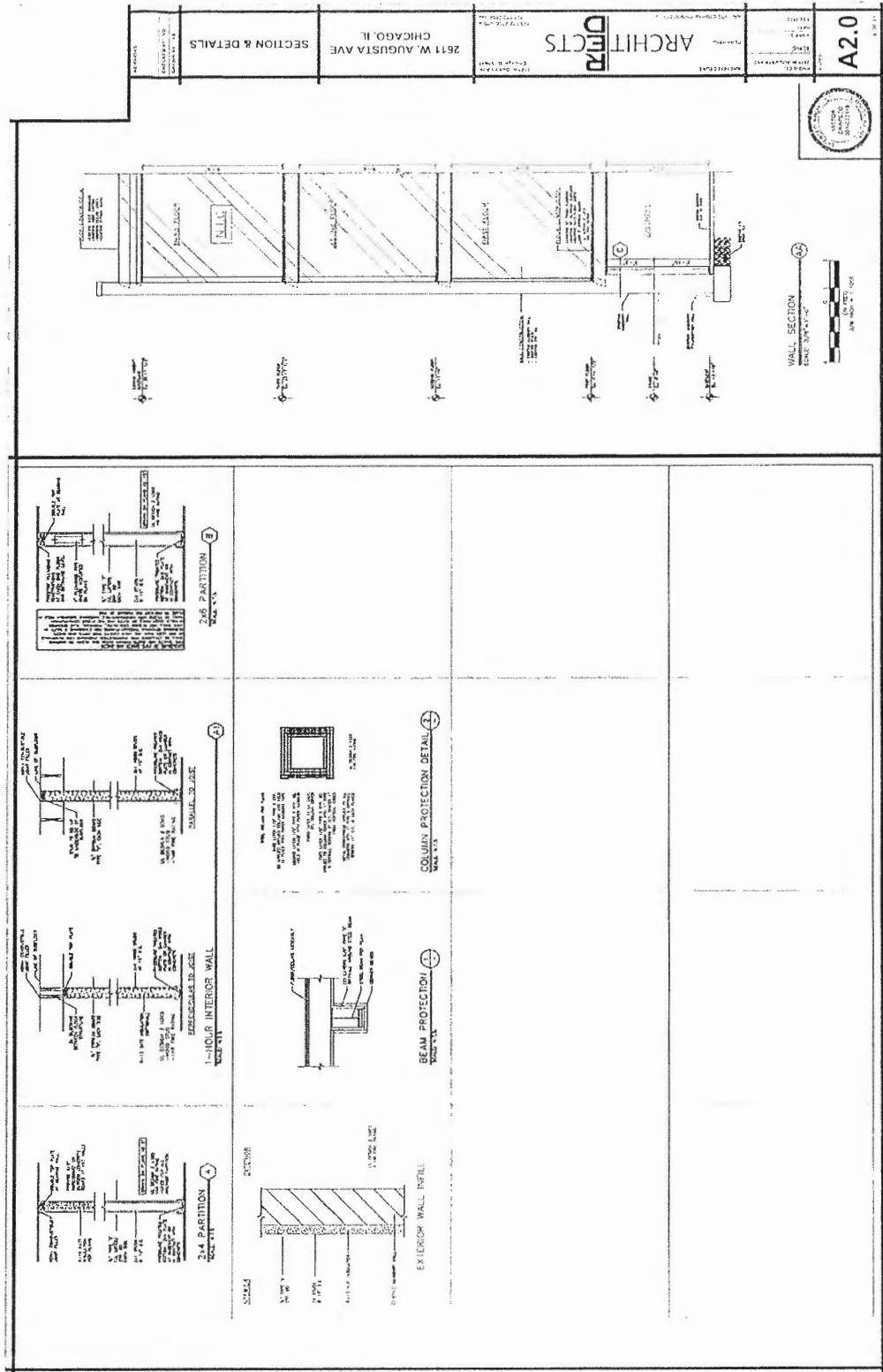
Final for Publication



Final for Publication



Final for Publication



POINTS OF EXISTING CONDITIONS

FRONT ELEVATION

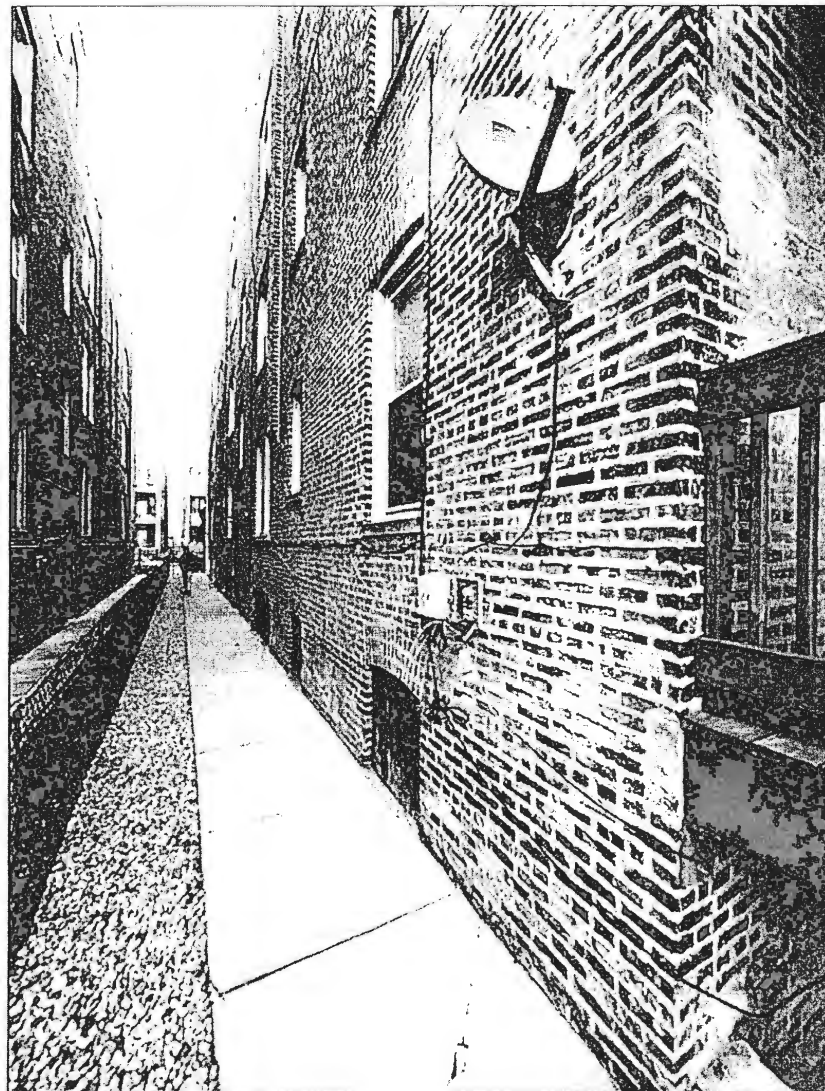


Final for Publication

2023-07-19 14:00:00

Final for Publication

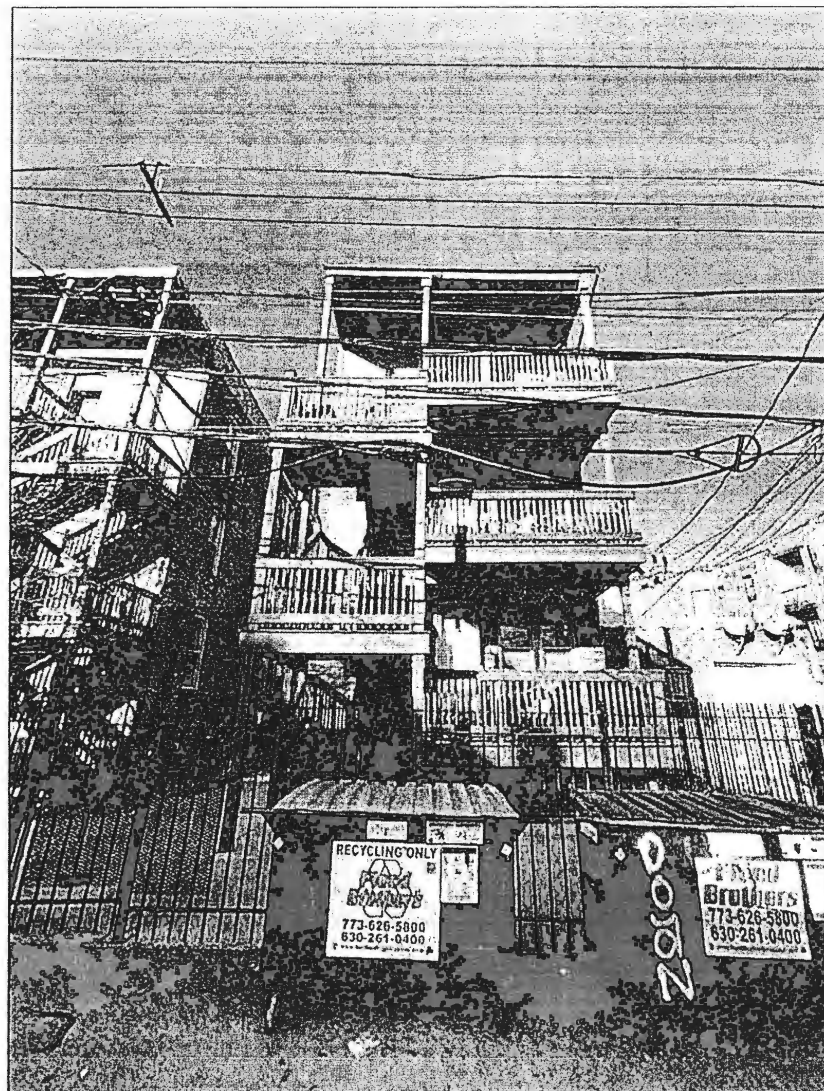
EAST ELEVATION



MULTI-UNIT HOUSING

Final for Publication

REAR ELEVATION



Reclassification Of Area Shown On Map No. 3-I.

(Application No. 22162T1)

(Common Address: 2641 W. Augusta Blvd.)

[O2023-1544/O2023-0002718]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 3-I in the area bounded by:

West Augusta Boulevard; a line 200 feet east of and parallel to North Washtenaw Avenue; the public alley next south of and parallel to West Augusta Boulevard; and a line 167 feet east of and parallel to North Washtenaw 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; Existing Basement, First, Second and Third Floor Plans; Basement Floor Plan; Section and Details; and Front, Rear, East and West Building Elevation Depictions attached to this ordinance printed on pages 2068 through 2076 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

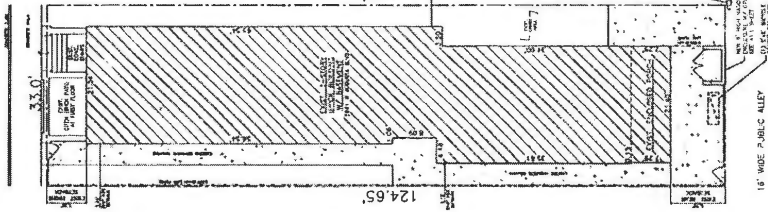
Narrative and Plans for Type 1
Rezoning from RS-3 to RM-5
for 2641 W. Augusta Boulevard, Chicago

- A.1. Land use – to add one additional unit in the basement of the existing 3 story brick building
for a total of 7 dwelling units to be connected in the rear basement level
- a. Project FAR is 2.0. Lot area 4113.45 square feet.
 - b. Project density Minimum Lot Area (MLA) will be – 587.64 square feet per unit.
 - c. Off-street parking: None.
 - d. Setbacks: Front – 7.32’
 - West – 4.12’
 - East – 3.72’
 - Rear – 9.79’
 - e. Building height – 42.0’ existing.

NEW BASEMENT DWELLING UNIT IN EXISTING 3-STORY BRICK BUILDING (7 TOTAL UNITS)

SITE PLAN

Notes include: Aps and Gables



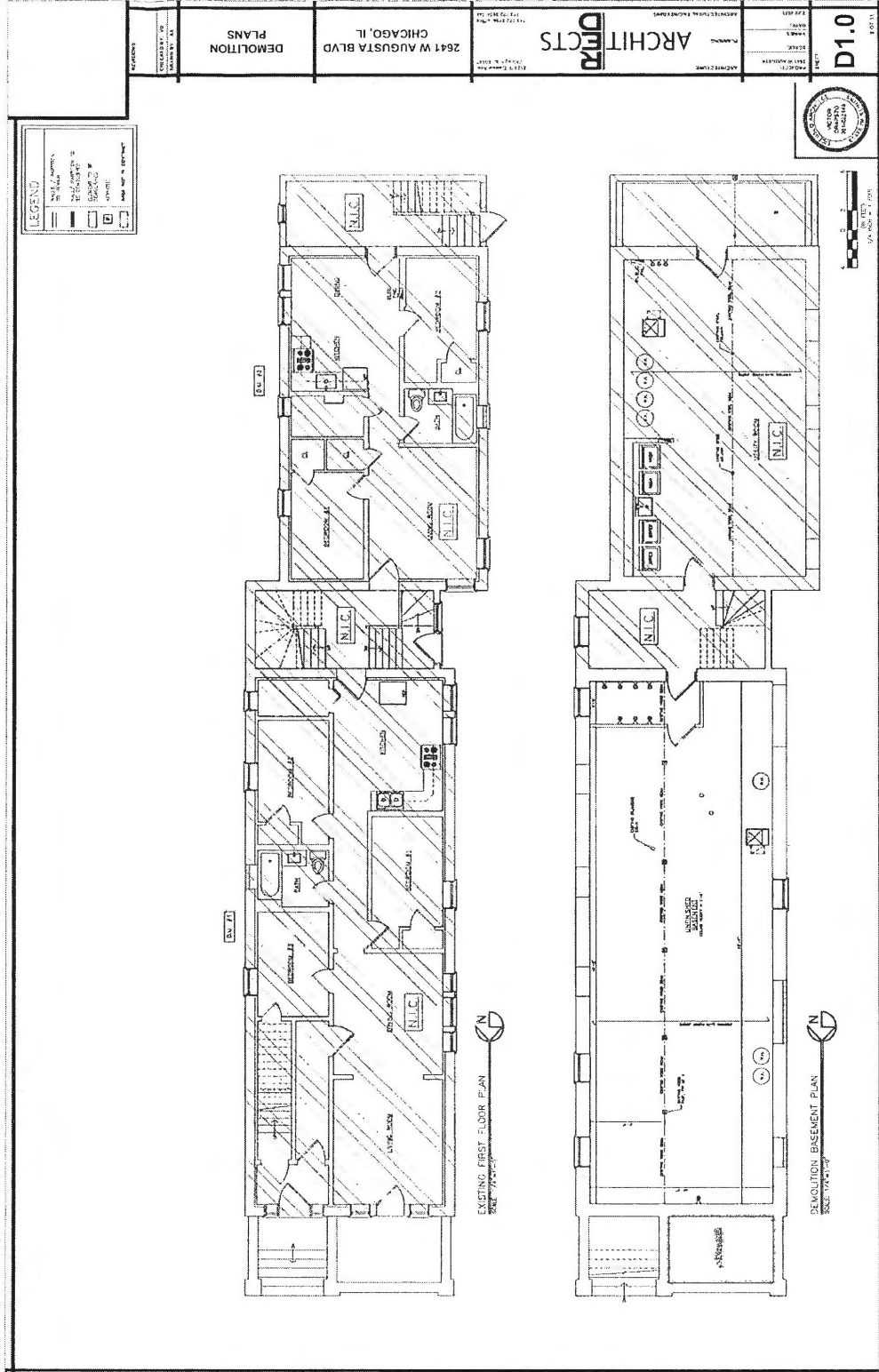
16' WIDE PUBLIC ALLEY

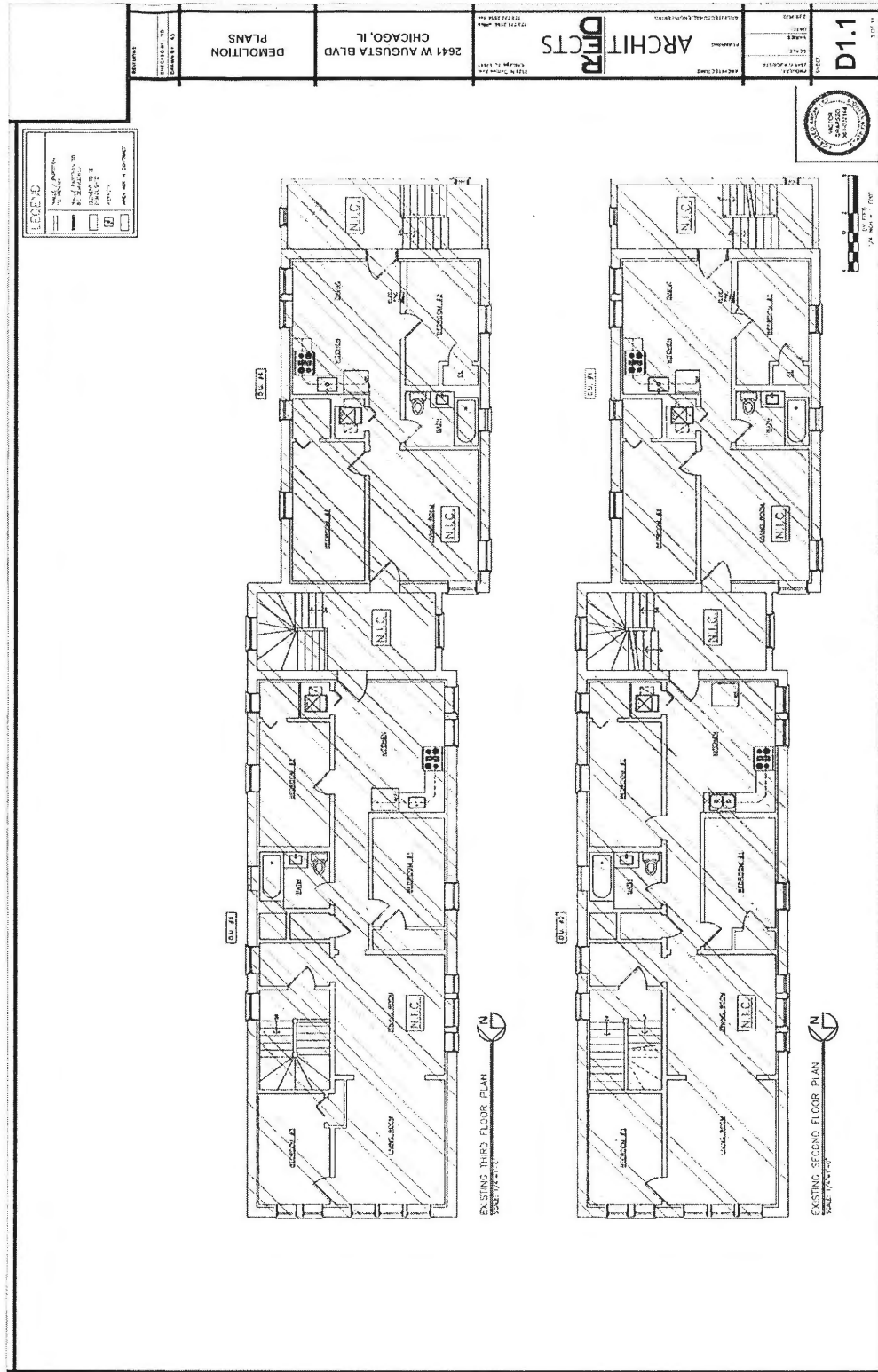
ARCHITECTS

T1.0

10818

Final for Publication



[illegible]

PICTURES OF EXISTING ELEVATIONS

FRONT ELEVATION



Final for Publication

PICTURES OF EXISTING EVASIONS

Final for Publication

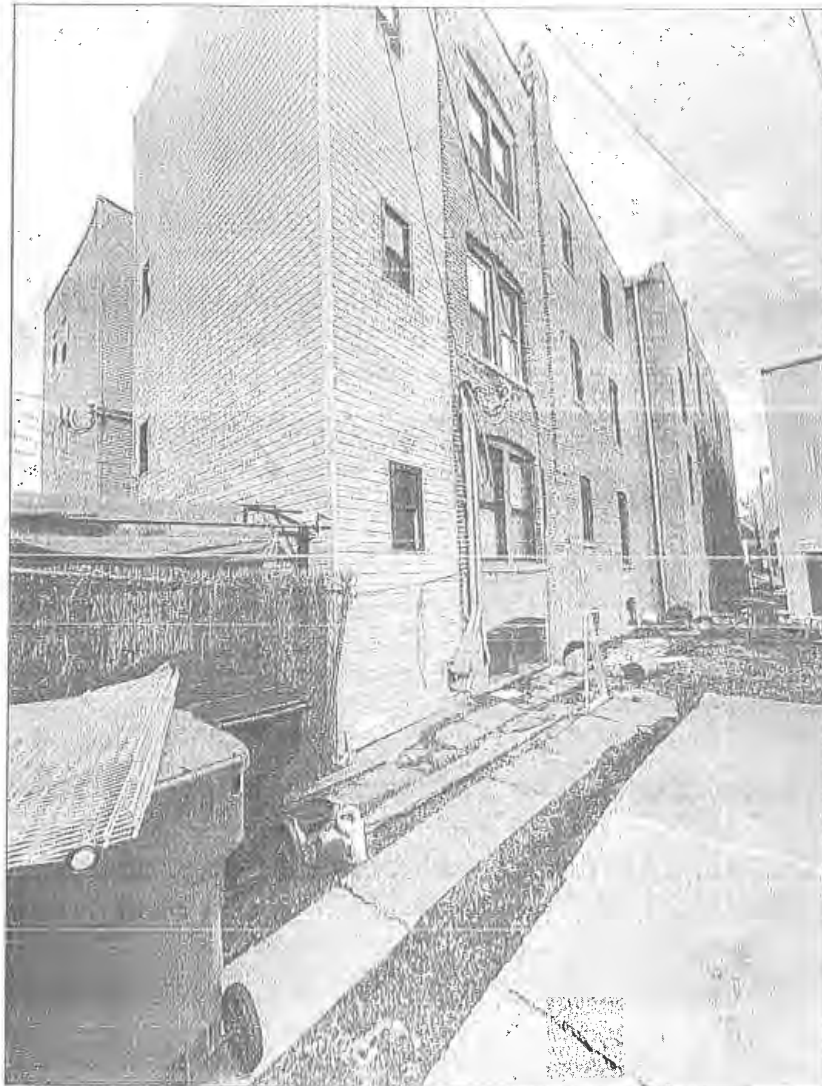
REAR ELEVATION



PICTURES OF EXISTING ELEVATION

Final for Publication

EAST ELEVATION



PICTURES OF EXISTING ELEVATIONS

Final for Publication

WEST ELEVATION



Reclassification Of Area Shown On Map No. 3-I.

(Application No. 22167T1)

(Common Address: 2647 W. Augusta Blvd.)

[O2023-1564/O2023-0002720]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 3-I in the area bounded by:

West Augusta Boulevard; a line 134 feet east of and parallel to North Washtenaw Avenue; the public alley next south of and parallel to West Augusta Boulevard; and a line 100 feet east of and parallel to North Washtenaw 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; Existing Basement,
First, Second and Third Floor Plans; Basement
Floor Plan; Sections and Details; and Front,
Rear, East and West Building Elevation
Depictions attached to this ordinance
printed on pages 2079 through
2087 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Narrative and Plans for Type 1
Rezoning from RS-3 to RM-5
for 2647 W. Augusta Boulevard, Chicago

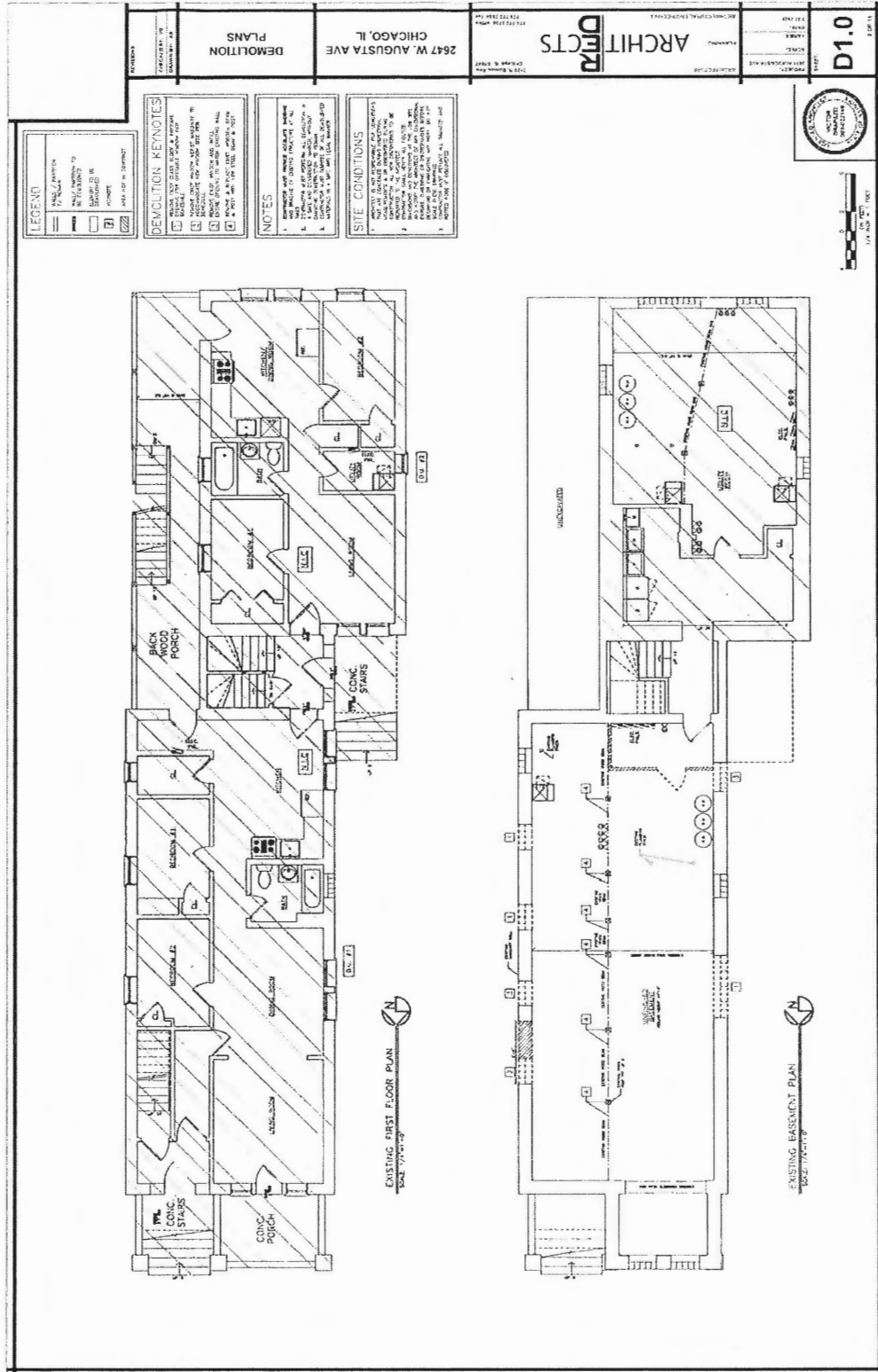
A,1. Narrative:

- a. Existing 3 story brick building with 6 dwelling and vacant basement to be converted from 6 to 7 D. U. adding 1 additional unit basement rear.

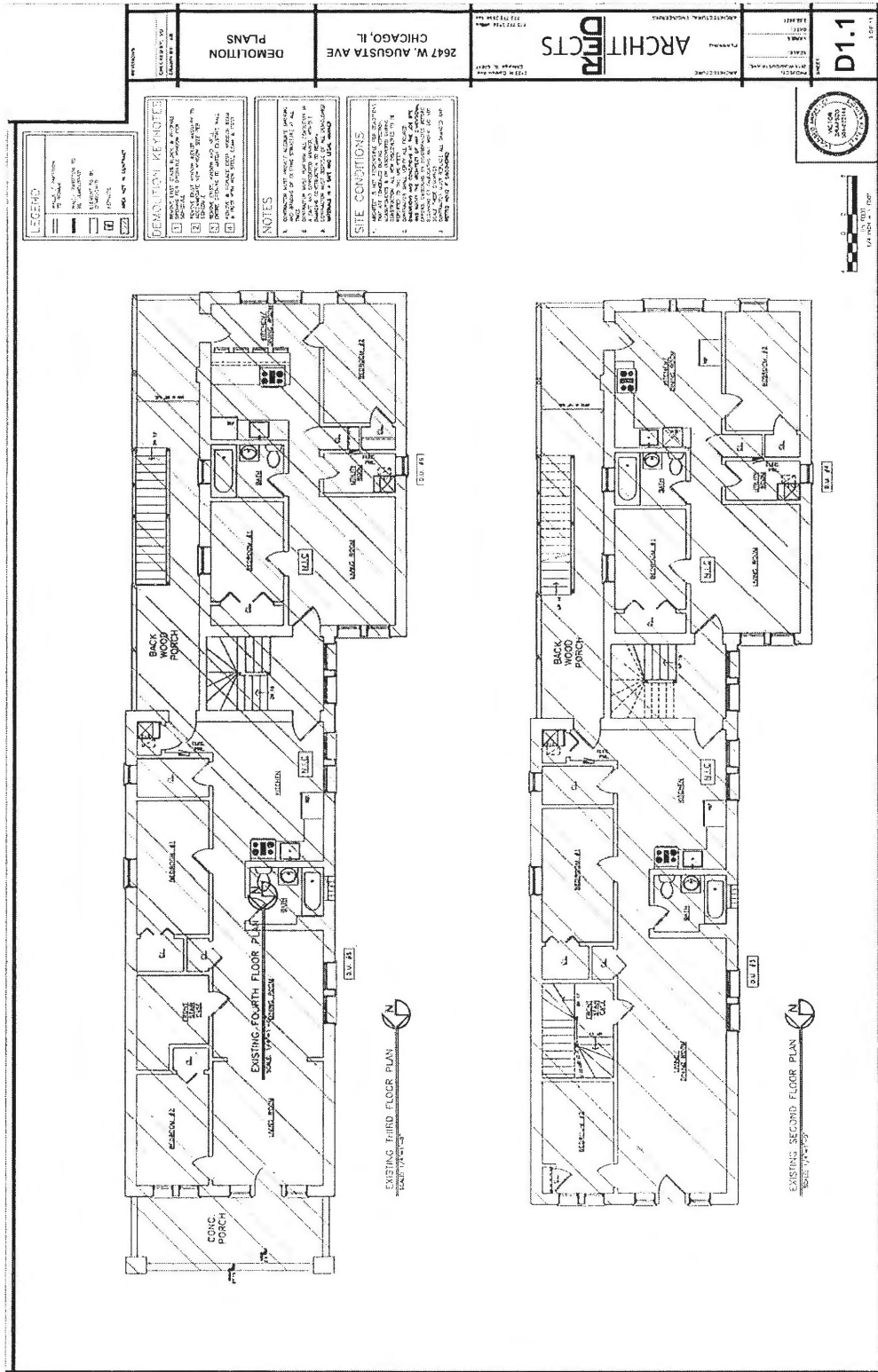
A,2. Bulk and density standards

- a. The project's floor area ratio will be 2.0.
- b. The project's minimum lot area (MLA) density will be 605.43 square feet per dwelling unit.
- c. Three off-street parking spaces.
- d. Setbacks: front 7.6'
 - West 0.75'
 - East 4.0'
 - Rear 23.81'
- e. Building height 42.0' existing.

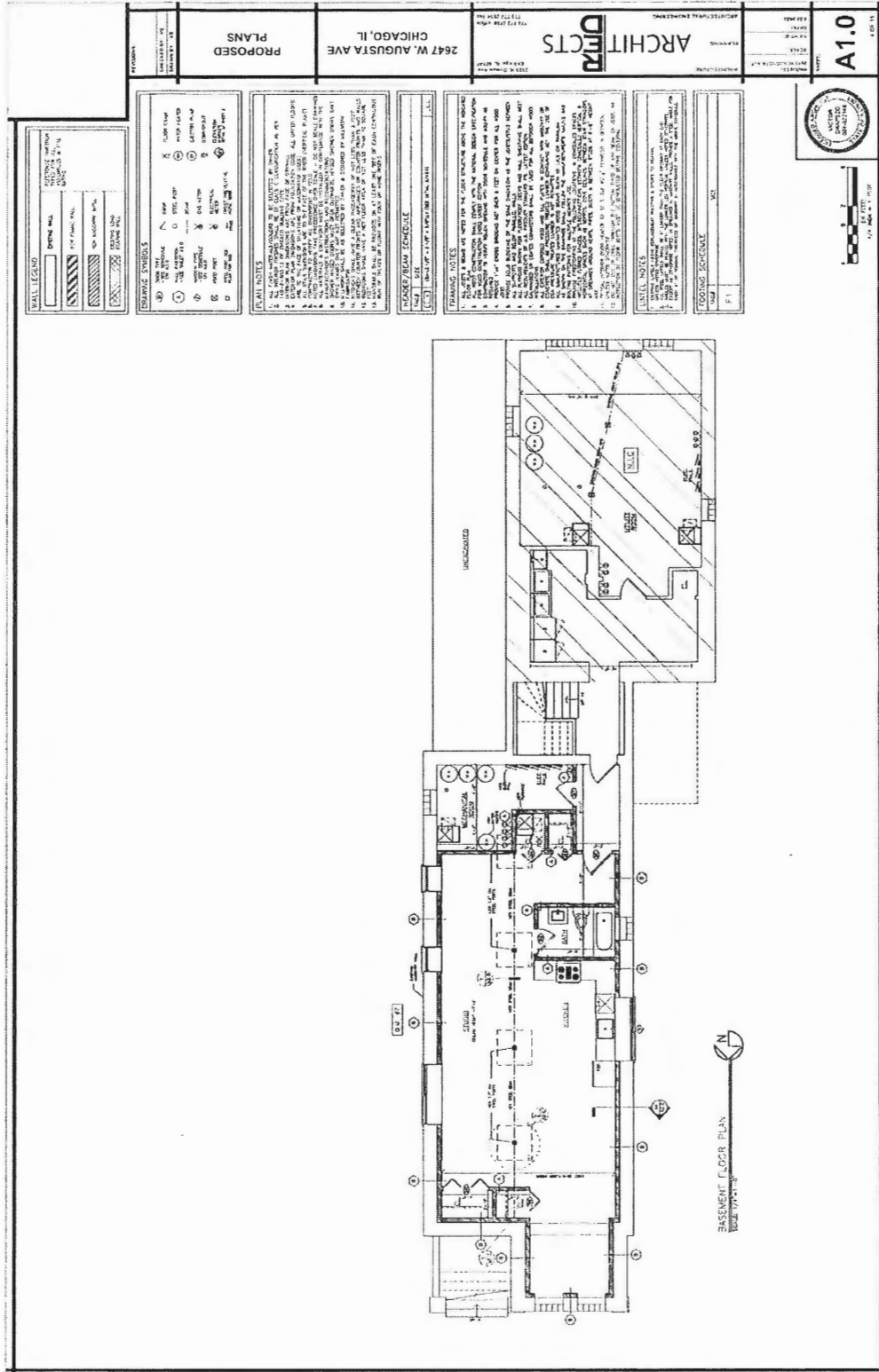
Final for Publication



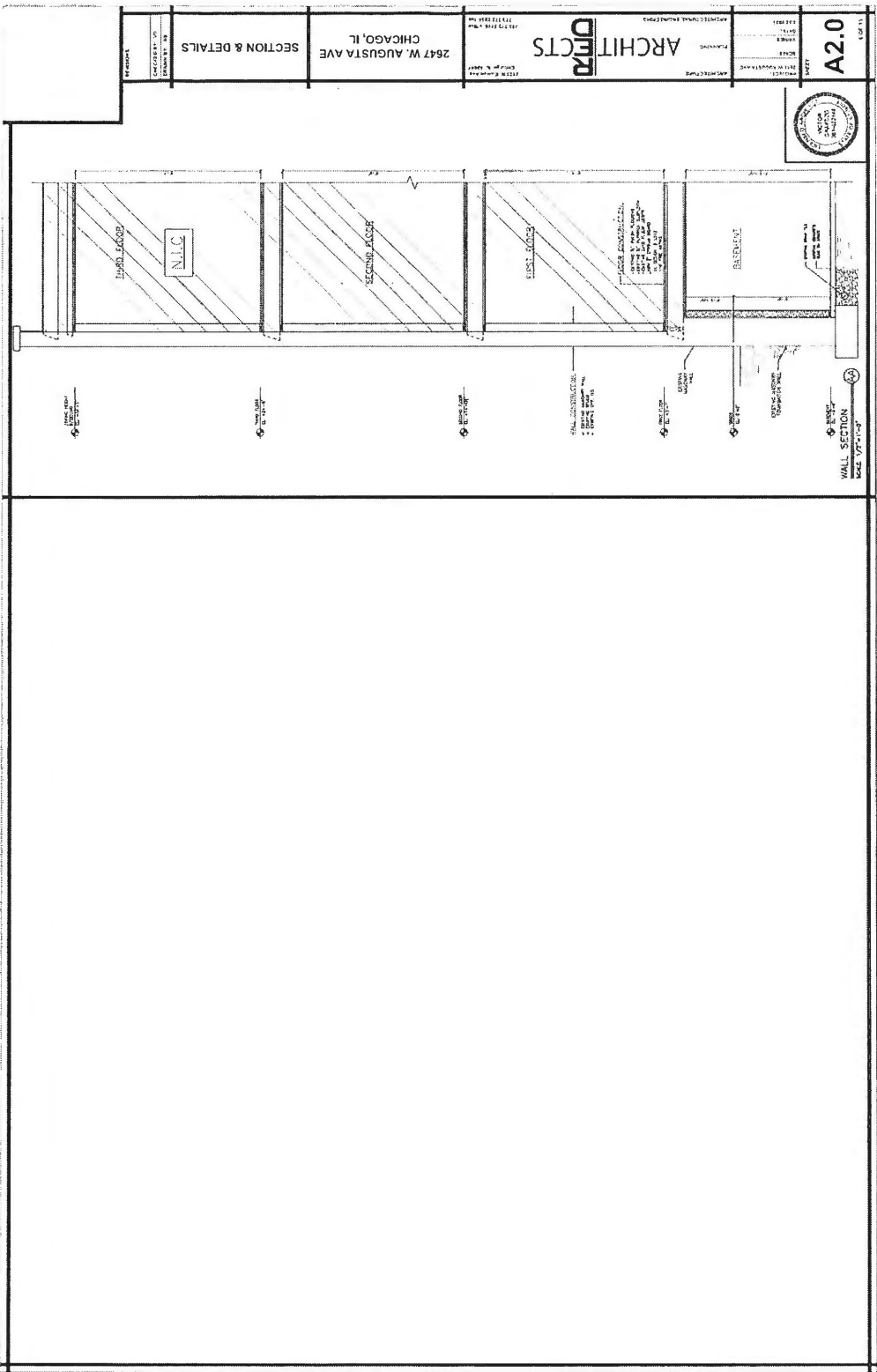
Publication



Final for Publication



Final for Publication



PICTURES OF EXISTING ELEVATIONS

Final for Publication

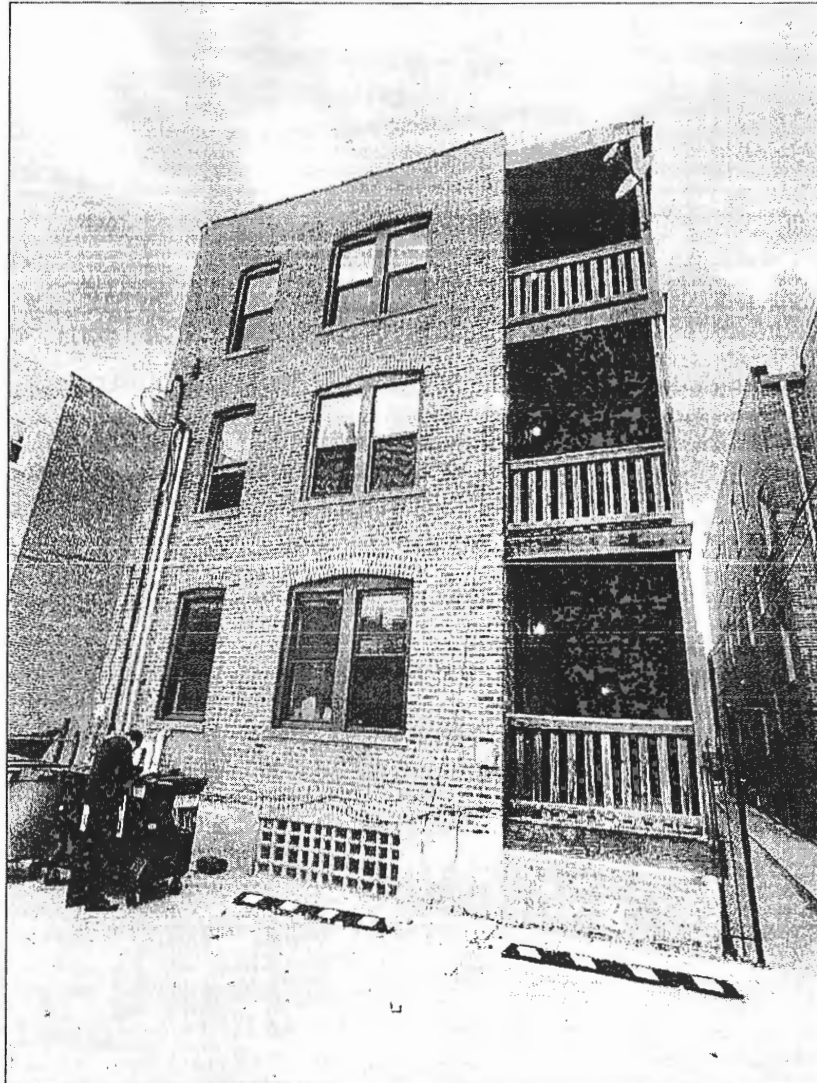
FRONT ELEVATION



PICTURES OF EXISTING ELEVATIONS

Final for Publication

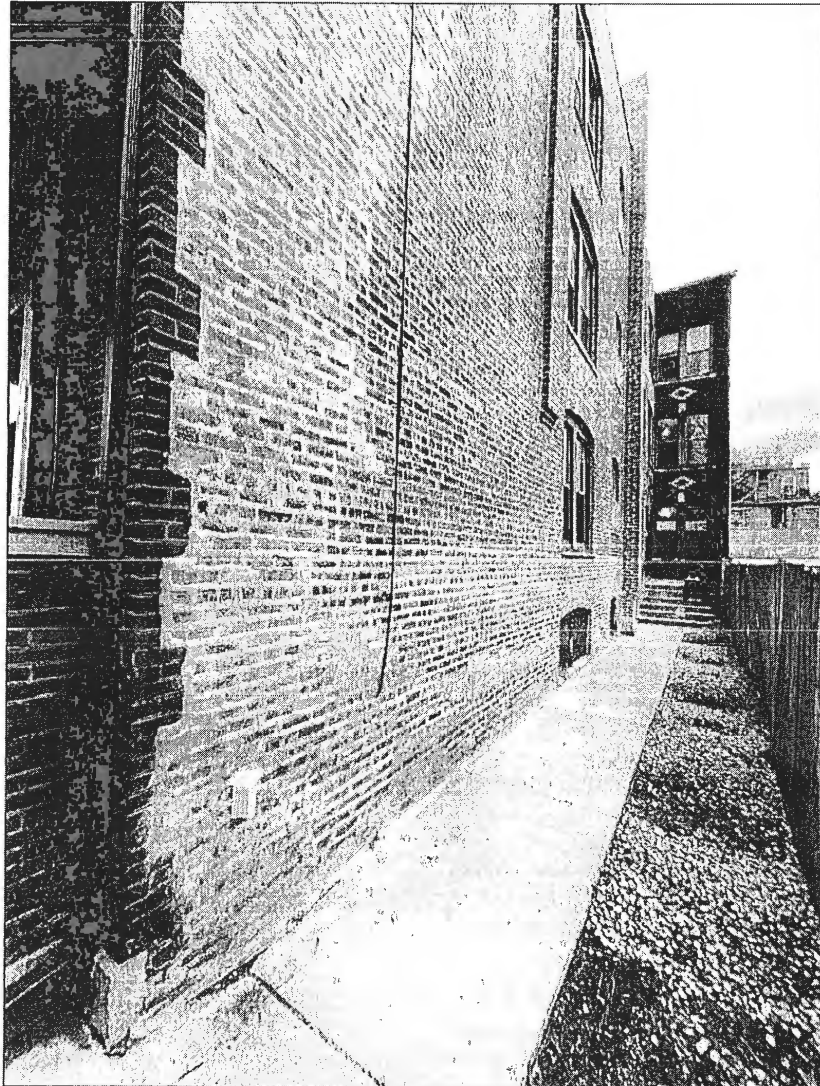
REAR ELEVATION



PICTURES OF EXISTING ELEVATIONS

Final for Publication

EAST ELEVATION



PICTURES OF EXISTING ELEVATIONS

Final for Publication

WEST ELEVATION



Reclassification Of Area Shown On Map No. 3-I.

(Application No. 22207)

(Common Address: 2450 W. Chicago Ave.)

[O2023-2264/O2023-0002149]

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 B1-2 Neighborhood Shopping District symbols as shown on Map Number 3-I in the area generally 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,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 3-J.

(Application No. 22199)

(Common Address: 952 N. Springfield Ave.)

[O2023-2274/O2023-0002164]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 3-J in the area 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 August Boulevard; and the alley next west of and parallel to North Springfield Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 4-H.

(Application No. 22222T1)

(Common Address: 2158 W. 18th St.)

[O2023-2301/O2023-0002162]

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 4-H in the area 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,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Code Matrix, Notes and Site Plan; Existing Basement, Grade Level, First, Second, Third and Attic Floor Plans; Existing and Proposed Wall Sections; Proposed Basement, First, Second, Third and Fourth Floor Plans; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 2091 through 2098 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

NARRATIVE AND PLANS TYPE I Rezoning Attachment 2158 West 18th Street

The Project

The property is comprised of one lot that is improved with a three story residential building with basement (42'-6" tall) containing 10 dwelling units an attached three car garage. The property is located in an Equitable Transit Served Location.

3527 S DAMEN LLC (the "Applicant") seeks to rezone the property to convert the existing building from 10 to 11 dwelling units. The Applicant will convert the existing garage to include one dwelling unit and will subsequently seek parking relief to reduce parking to zero pursuant to the Equitable Transit Served Location section 17-10-0102-B of the Chicago Zoning Ordinance. The third floor will include four duplex units that will extend up to the fourth floor (donners). The proposed height of the building will be 45'-0".

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an RT-4 Residential Two-Flat, Townhouse and Multi-Unit District to a B2-5 Neighborhood Mixed-Use District. This change of zoning classification is being sought through the Type I rezoning process of section 17-10-0102-B(1) of the Zoning Ordinance. In addition, the property sits in an Equitable Transit Served Location per the Chicago Zoning Ordinance section 17-10-0102-B and is approximately 1,394.0' from the CTA Damen Pink Line train entrance, 1,772.0' from the CTA Western Pink Line train entrance, and approximately 1,245.0' from the Western METRA station stop.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	3,007.5 square feet
FAR:	3.65
Floor Area:	10,976.60 square feet
Residential Dwelling Units:	11
MLA Density:	273.4 square feet
Height:	45'-0"
Automobile Parking:	0*
Setbacks (existing):	Front (18th Street): 0.08' North (alley/rear): 0.07' East: 0.34' West: 0.01'

A set of plans is attached.

* The property sits in a Transit Served Location per the Equitable Transit-Oriented Provisions of the Chicago Zoning Ordinance and is approximately 1,394.0' from the CTA Damen Pink Line train entrance, 1,772.0' from the CTA Western Pink Line train entrance, and approximately 1,245.0' from the Western METRA station stop.

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30.

GUT REHAB TO EXISTING 10 DWELLING UNITS IN EXISTING 3-STORY BRICK AND FRAME BUILDING W/ BASEMENT & 1 NEW DWELLING UNIT (11 TOTAL UNITS)

CODE MATRIX

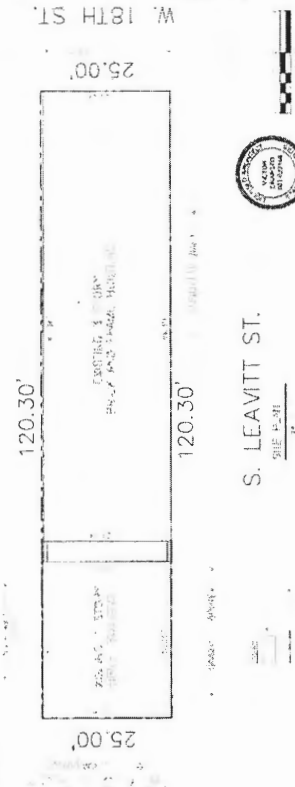
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |
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1. 姓名: 王德勝
 2. 性别: 男
 3. 年龄: 45
 4. 籍贯: 廣東省揭陽縣
 5. 民族: 漢族
 6. 學歷: 高中畢業
 7. 職業: 工程師
 8. 現任職務: 揭陽縣政府秘書
 9. 政治面貌: 中國共產黨黨員
 10. 入黨時間: 1985年10月
 11. 主要經歷: 1968年高中畢業後，分配到揭陽縣政府工作。曾任縣政府秘書處秘書、辦公室主任等職。1985年入黨。現任縣政府秘書。

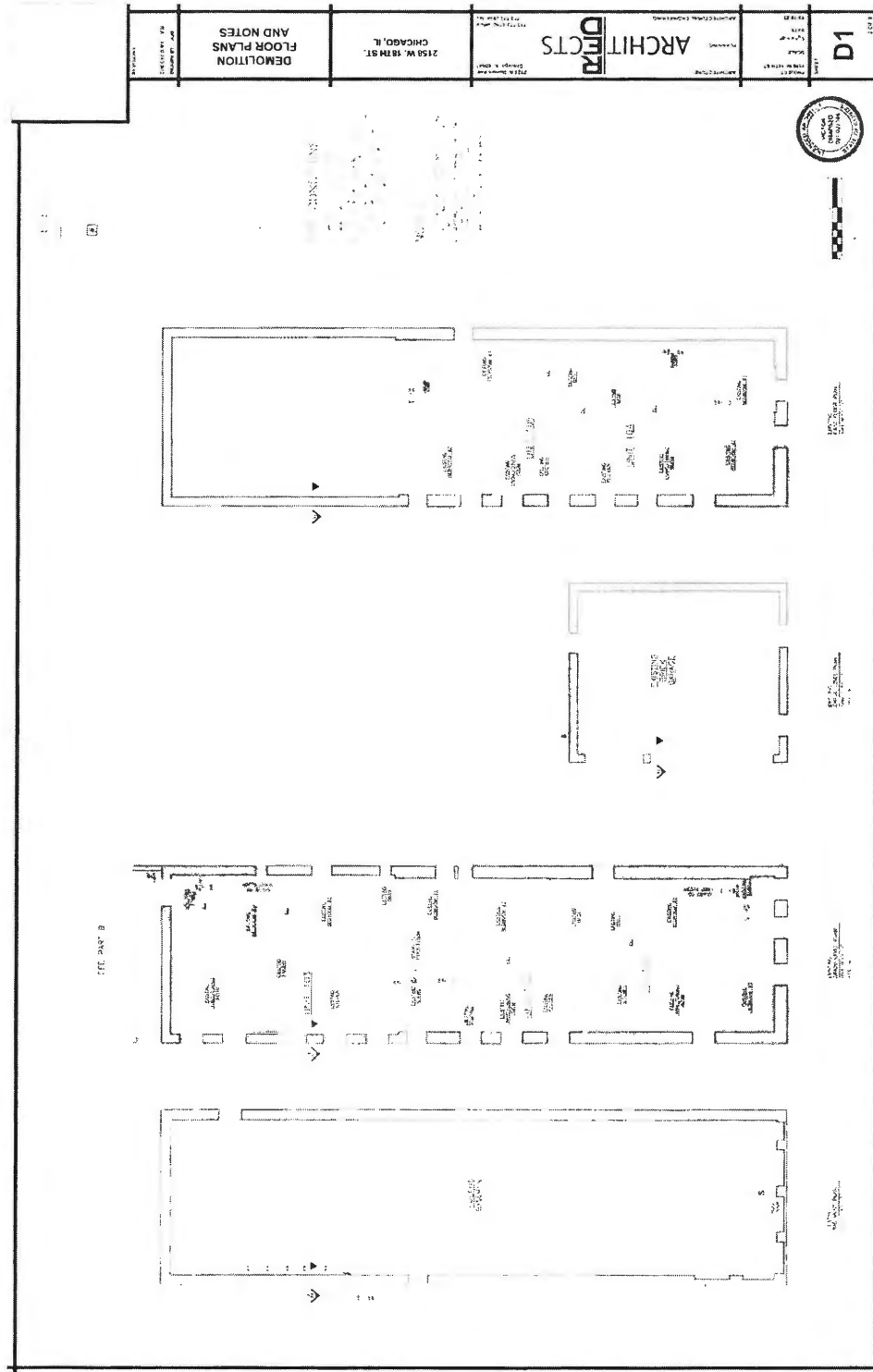
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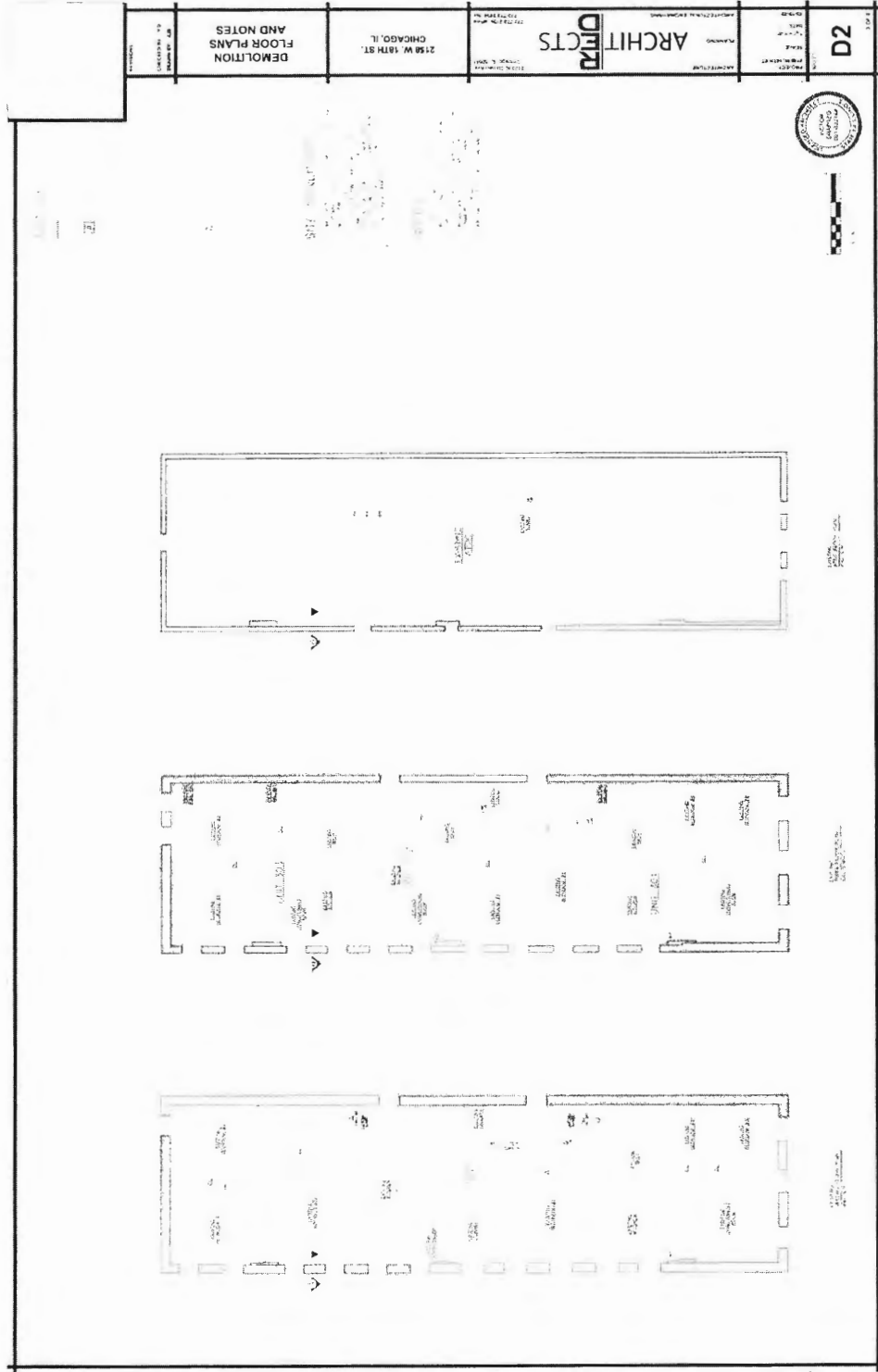
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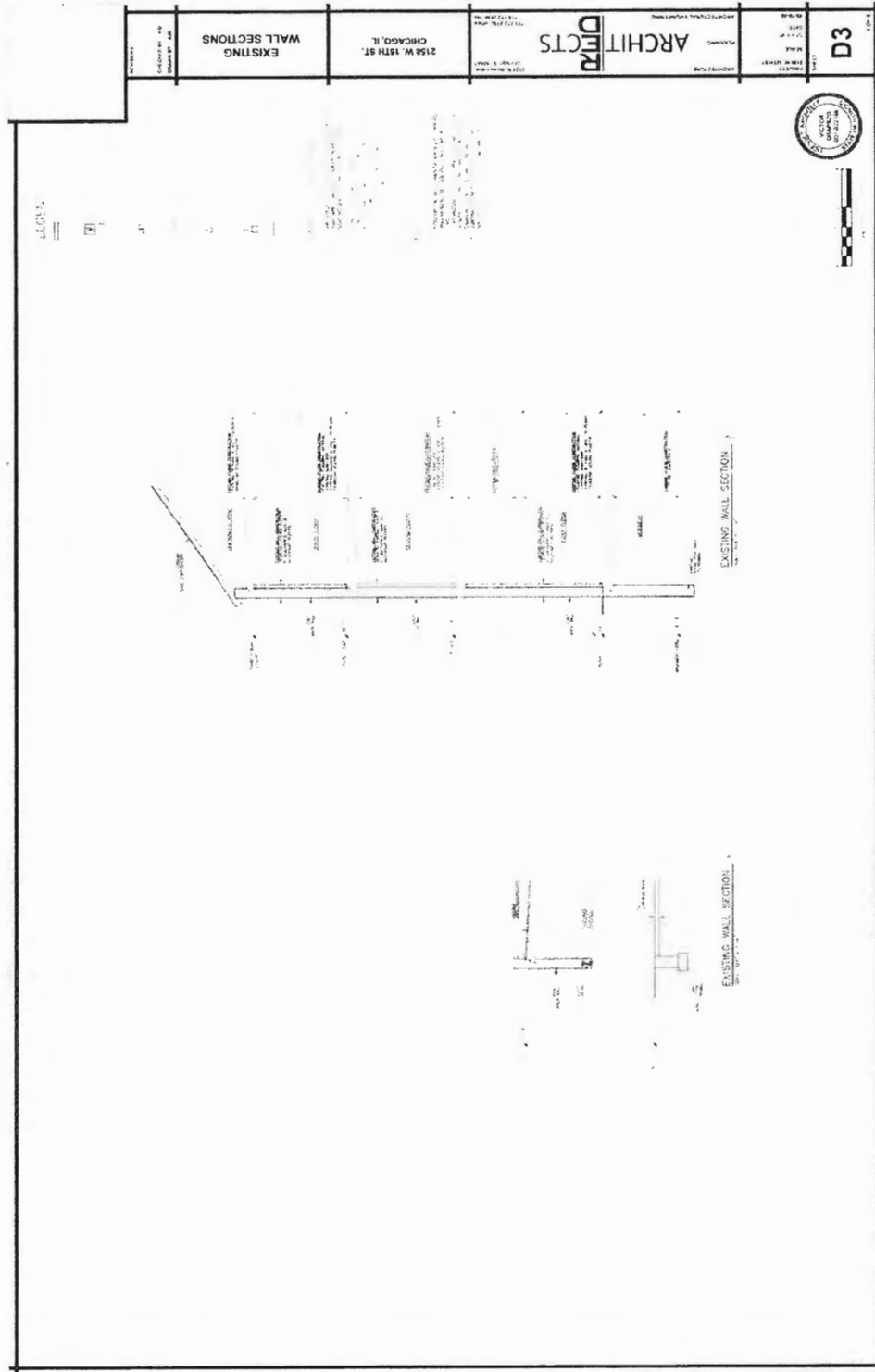
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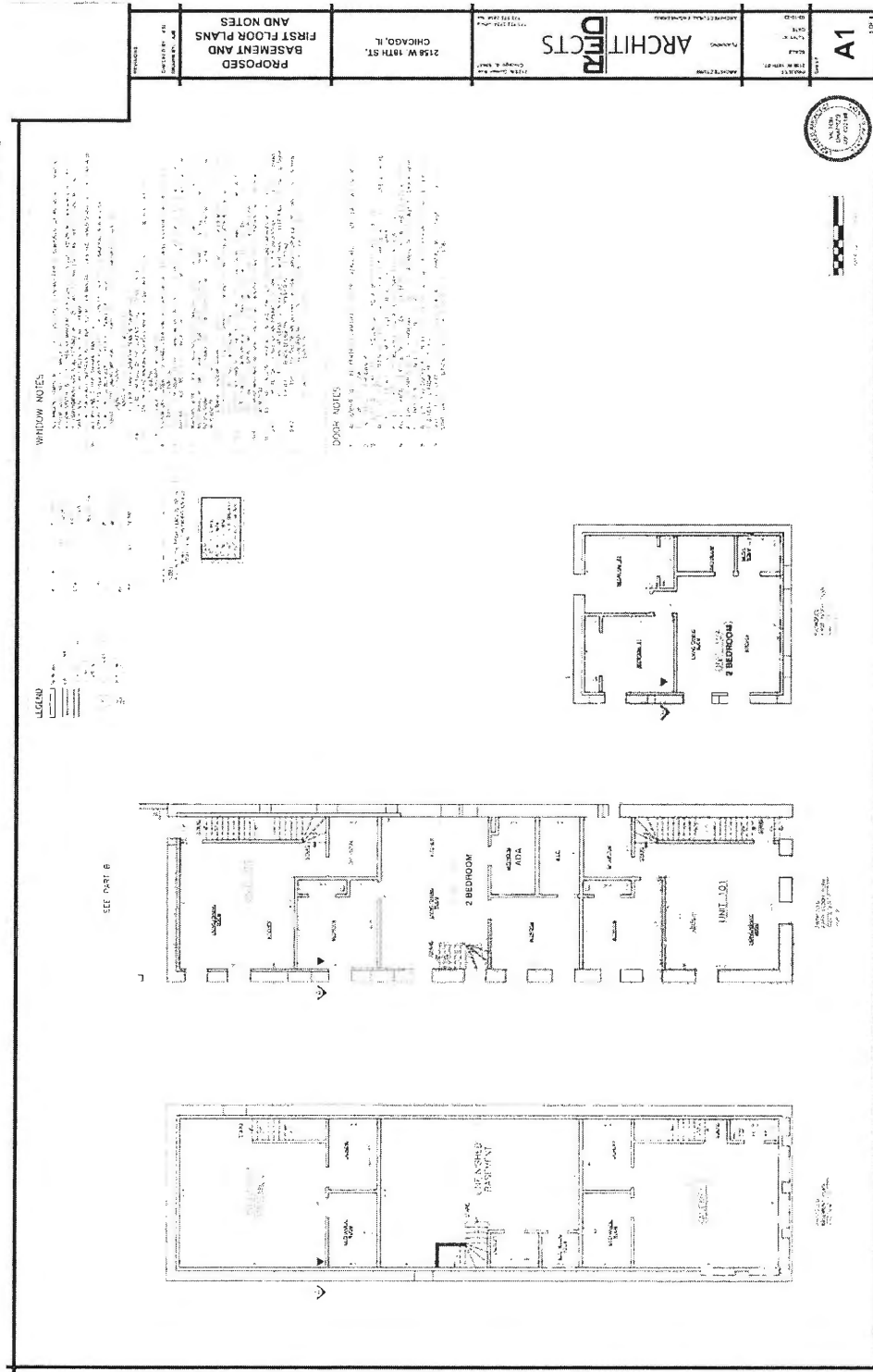
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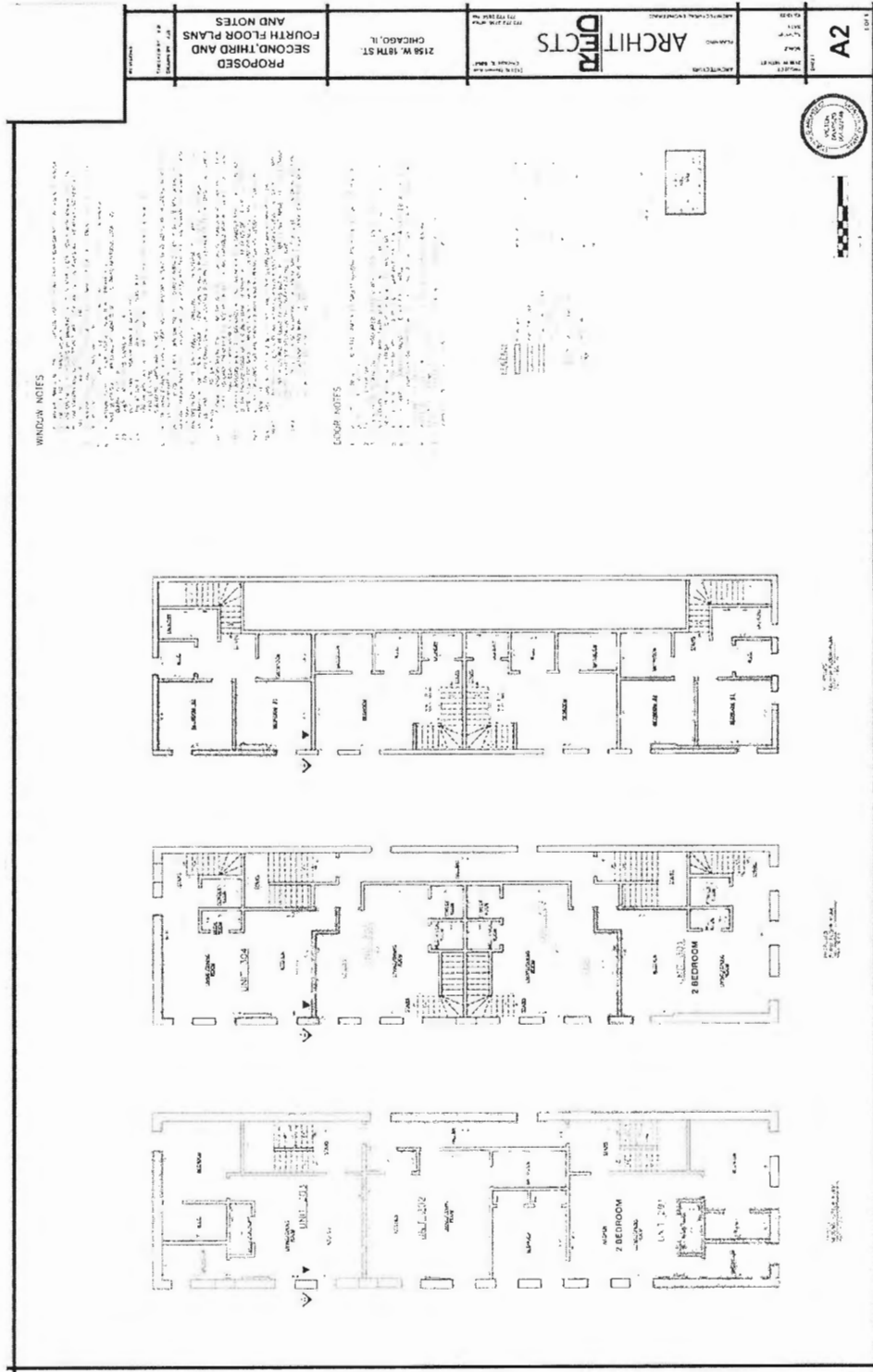
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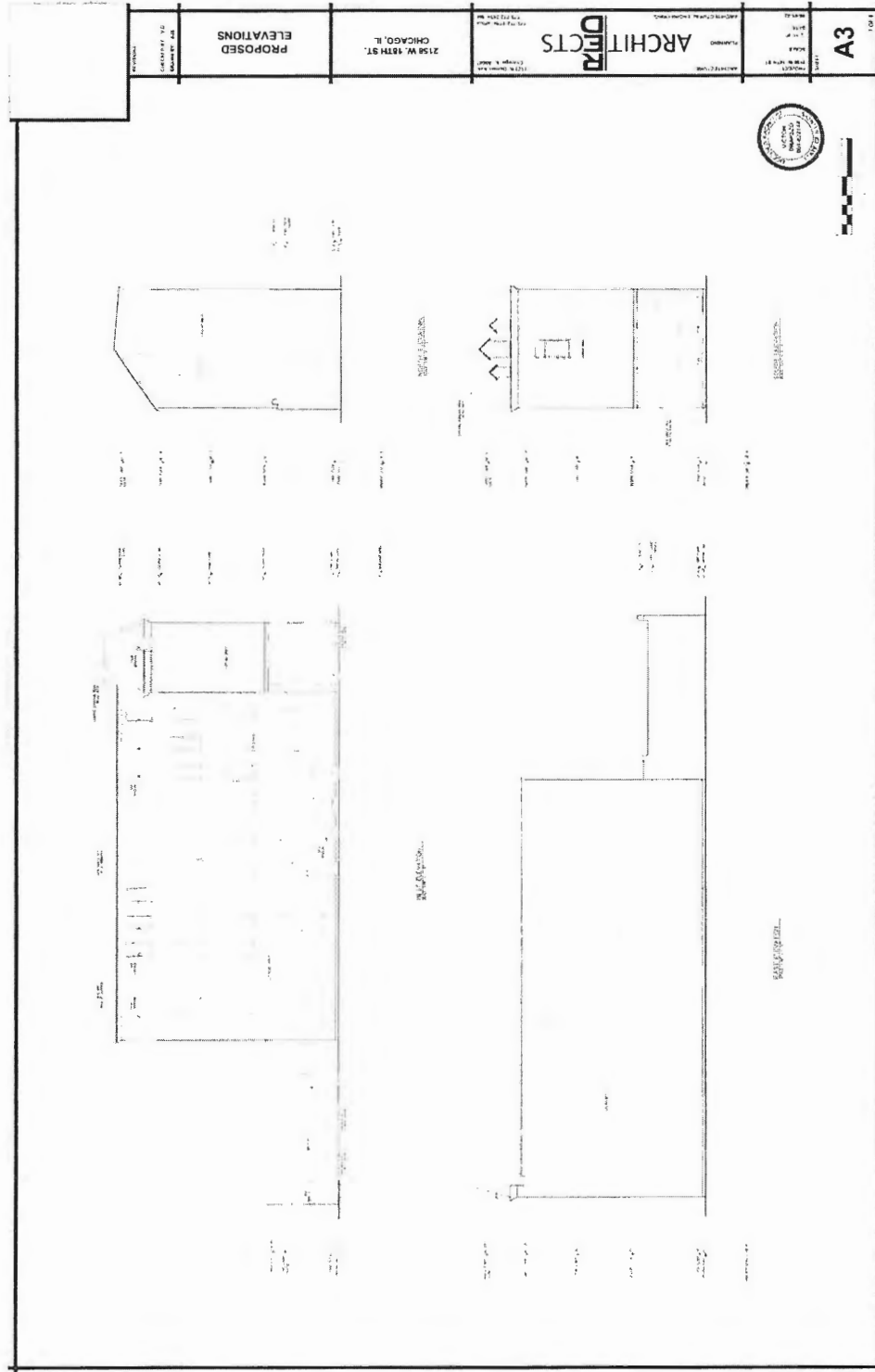
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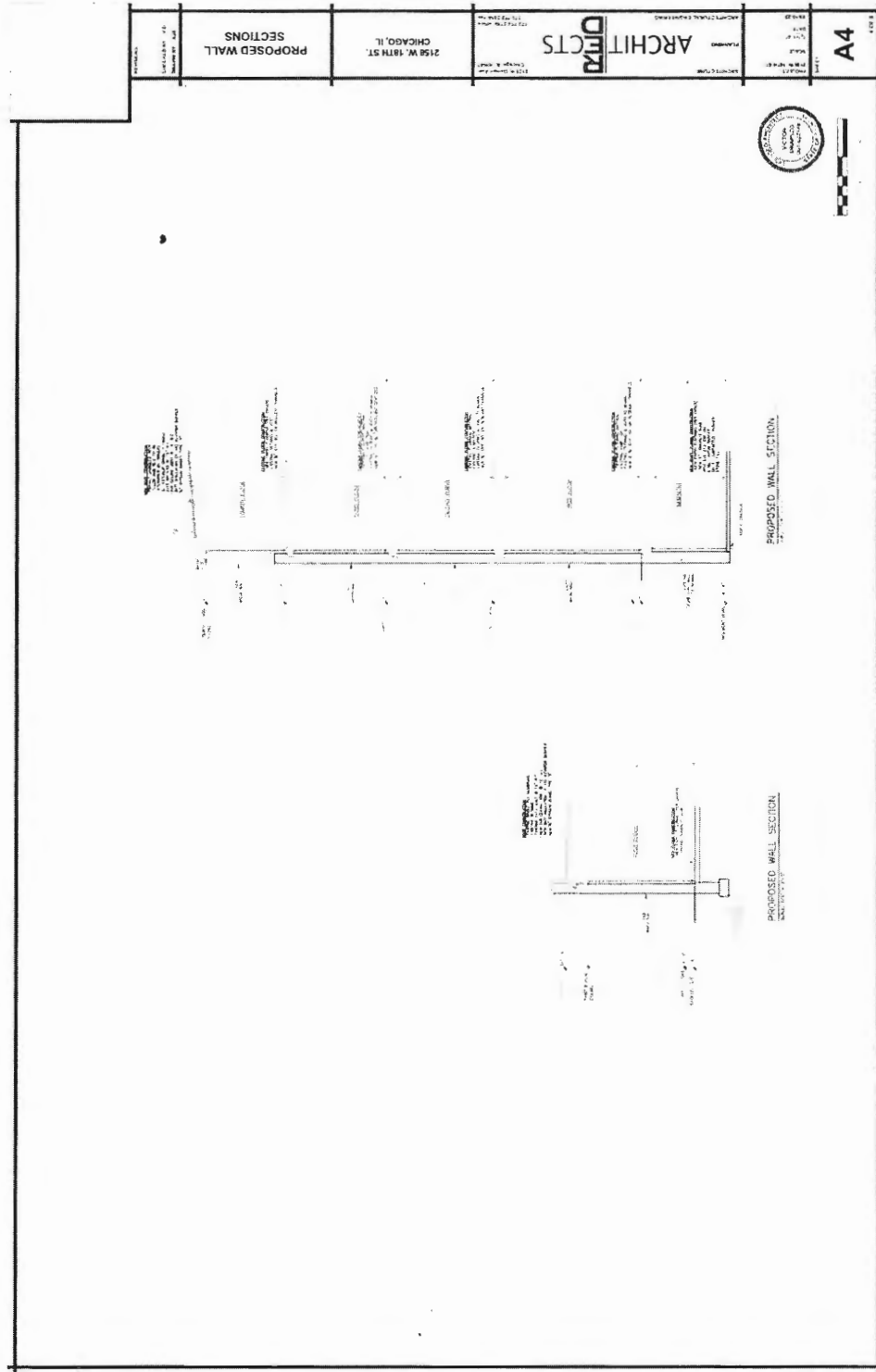
Final for Publication



Final for Publication



Final for Publication



Reclassification Of Area Shown On Map No. 4-H.

(Application No. 22221T1)

(Common Address: 2156 W. 21st St.)

[O2023-2300/O2023-0002160]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B3-2 Community Shopping District symbols and indications as shown on Map Number 4-H in the area 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,

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.

[Code Matrix, Notes, and Site Plan; Existing and Proposed
Basement, First, Second, Third and Fourth Floor Plans;
and Wall Section attached to this ordinance
printed on pages 2101 through 2106
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

NOT FOR PUBLICATION

NARRATIVE AND PLANS
 TYPE I Rezoning Attachment
 2156 West 21st Street

The Project

The property is comprised of one lot that is improved with a four story residential building with basement (42'-9" tall) containing 10 dwelling units a two car garage. The property is located in an Equitable Transit Served Location.

3527 S DAMEN LLC (the "Applicant") seeks to rezone the property to to convert the existing building from 10 to 12 dwelling units. The Applicant will demolish the existing garage and will provide surface parking for 1 parking space and 11 bicycle spaces and will subsequently seek parking relief pursuant to the Equitable Transit Served Location section 17-10-0102-B of the Chicago Zoning Ordinance. The height of the existing building will remain the same.

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from an B3-2 Community Shopping District to a B2-5 Neighborhood Mixed-Use District. This change of zoning classification is being sought through the Type I rezoning process of section 17-10-0102-B(1) of the Zoning Ordinance. In addition, the property sits in an Equitable Transit Served Location per the Chicago Zoning Ordinance section 17-10-0102-B and is approximately 600.0' from the CTA Damen Pink Line train entrance and 1,370.0' from the CTA Western Pink Line train entrance.

The following are the relevant zoning parameters for the proposed project:

| | |
|-----------------------------|--|
| Lot Area: | 2,995.2 square feet |
| FAR: | 2.84 |
| Floor Area: | 8,508.5 square feet |
| Residential Dwelling Units: | 12 |
| MLA Density: | 249.6 square feet |
| Height (existing) | 42'-9" |
| Bicycle Parking: | 11 total |
| Automobile Parking: | 1* |
| Setbacks (existing): | Front (21 st Street): 0.00'
North (alley/rear): 34.45'
East: 0.00'
West: 0.00' |

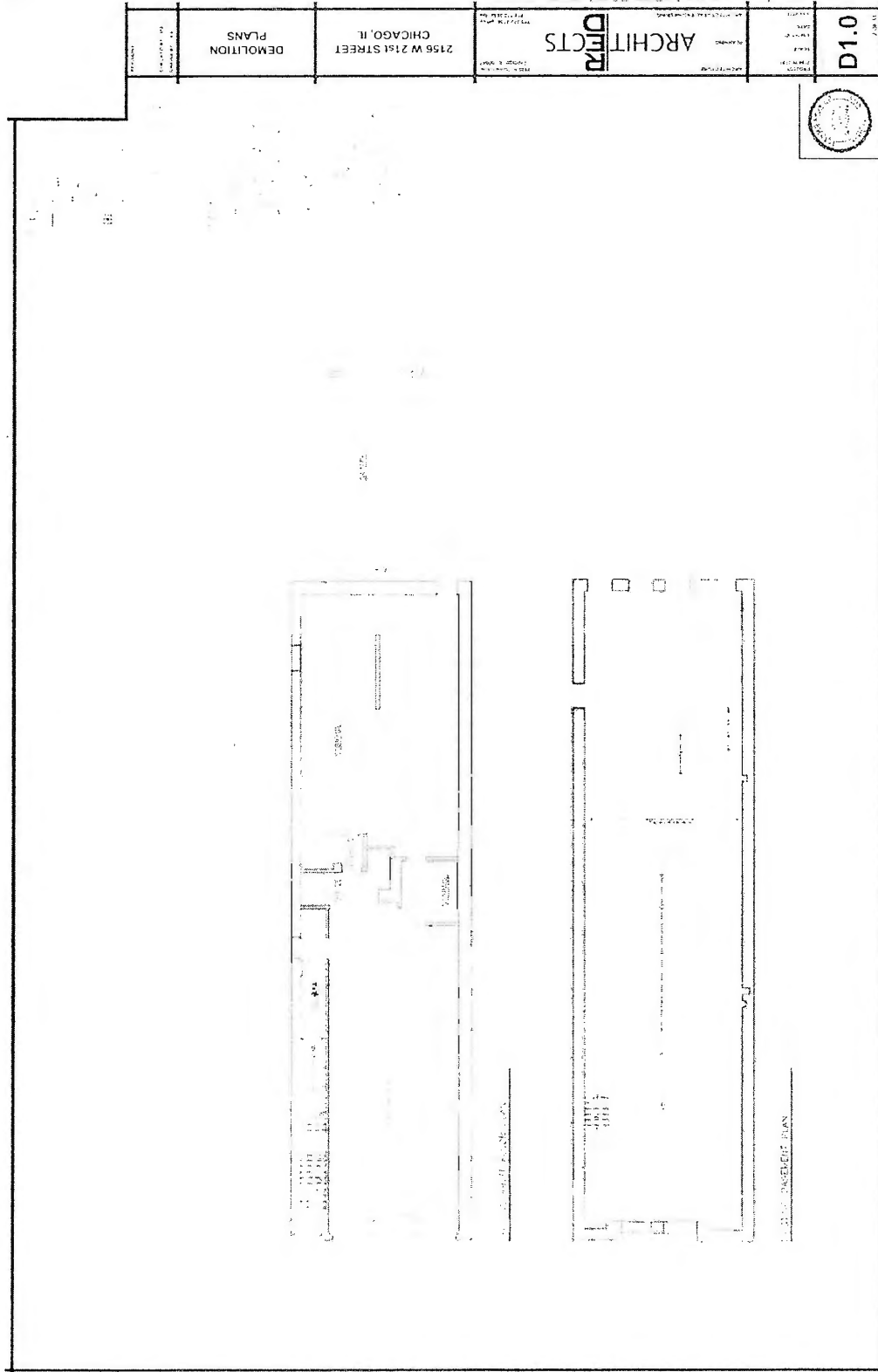
A set of plans is attached.

* The property sits in a Transit Served Location per the Equitable Transit-Oriented Provisions of the Chicago Zoning Ordinance and is approximately 600.0' from the CTA Damen Pink Line train entrance and 1,370.0' from the CTA Western Pink Line train entrance.

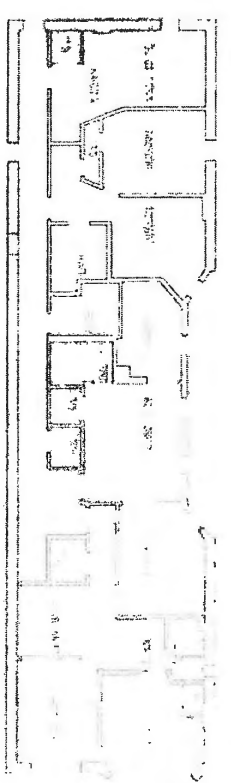

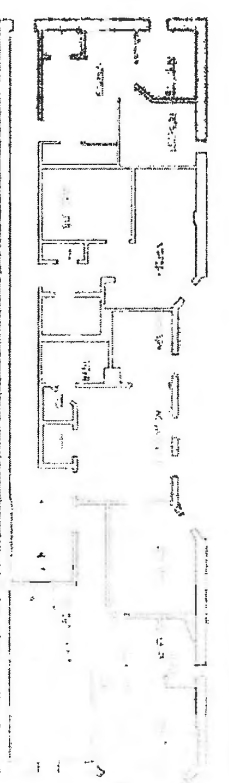
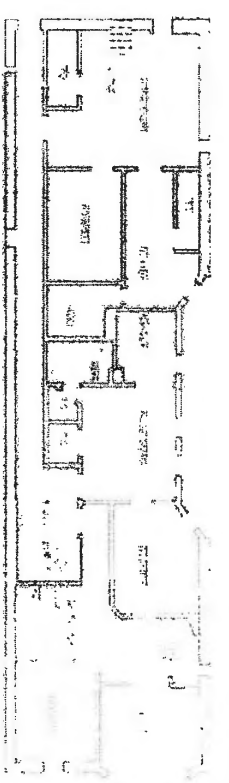
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|--|--|---|--|--|
| <p align="center">GUT REHAB TO EXISTING 10 DWELLING UNITS IN EXISTING 4-STORY BRICK BUILDING
W/ BASEMENT & 2 NEW DWELLING UNITS & NEW STEEL 4-STORY REAR PORCH (12 TOTAL UNITS)</p> | | <p align="center">SITE PLAN</p> | | <p>CODE MATRIX, NOTES,
& SITE PLAN</p> |
| <p>NOTES</p> | | <p>2156 W 21ST STREET
CHICAGO, IL</p> | | |
| <p>CODE MATRIX</p> | | <p>ARCHITECTS</p> | | |
| <p>W 21st STREET</p> | | <p>T1.0</p> | | |

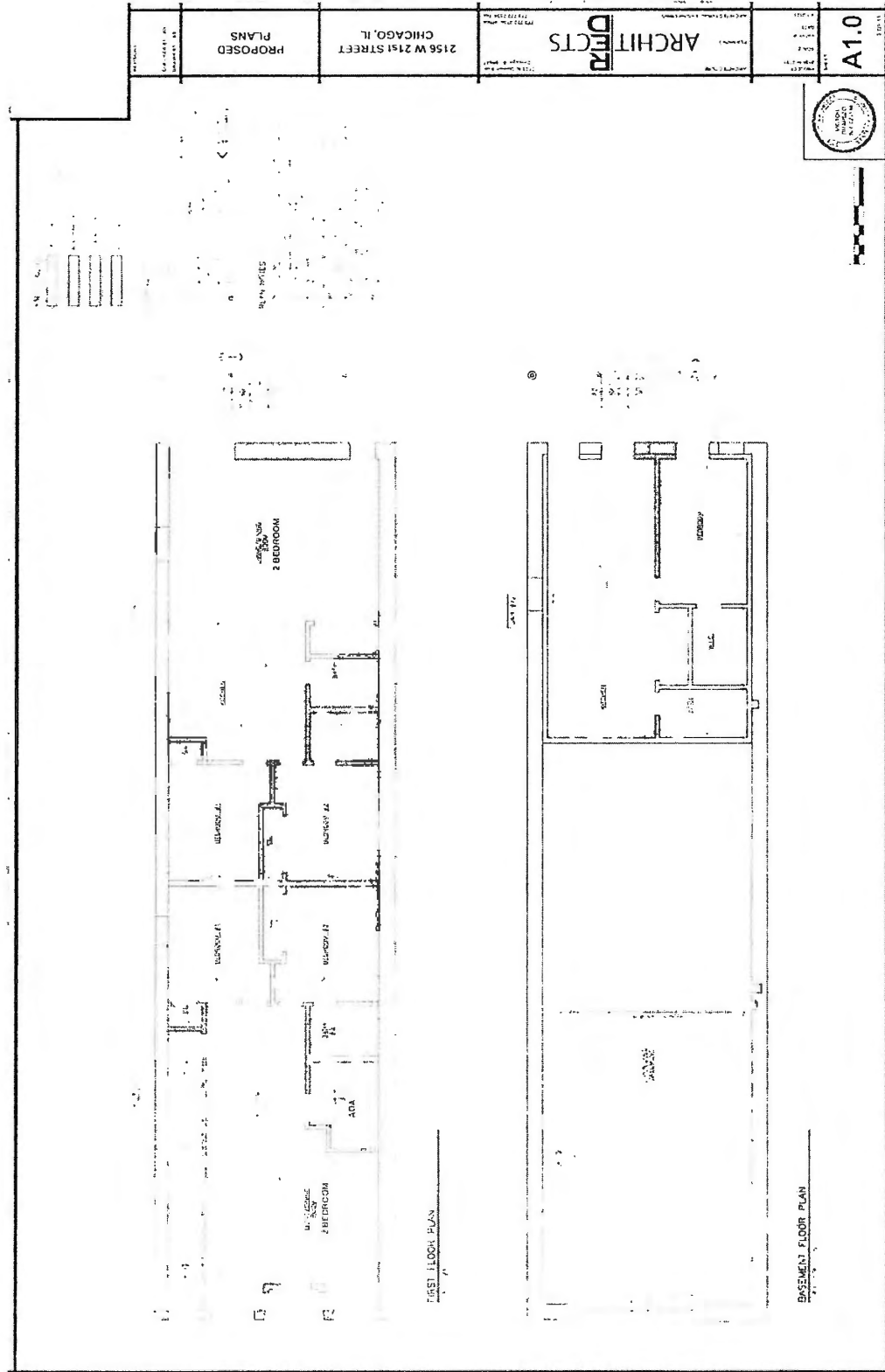
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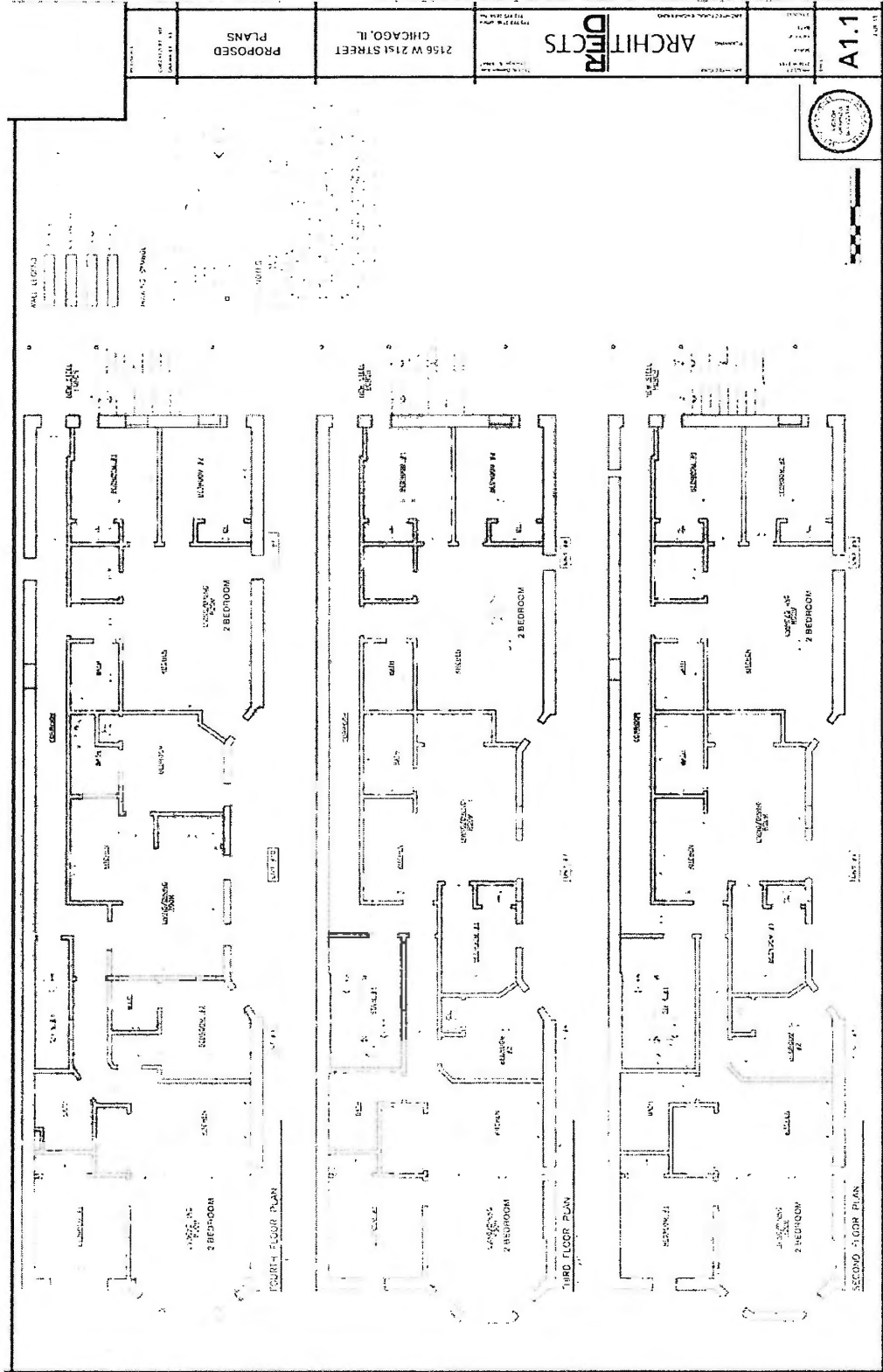
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CHICAGO, IL</td><td>ARCHITECT
DEAR ARCHITECTS</td><td>DATE
07/19/2023</td></tr><tr><td colspan="3">DEMOLITION PLANS</td></tr></table> | | PROJECT
2156 W 21ST STREET
CHICAGO, IL | ARCHITECT
DEAR ARCHITECTS | DATE
07/19/2023 | DEMOLITION PLANS | | |
| PROJECT
2156 W 21ST STREET
CHICAGO, IL | ARCHITECT
DEAR ARCHITECTS | DATE
07/19/2023 | | | | | | | |
| DEMOLITION PLANS | | | | | | | | | |

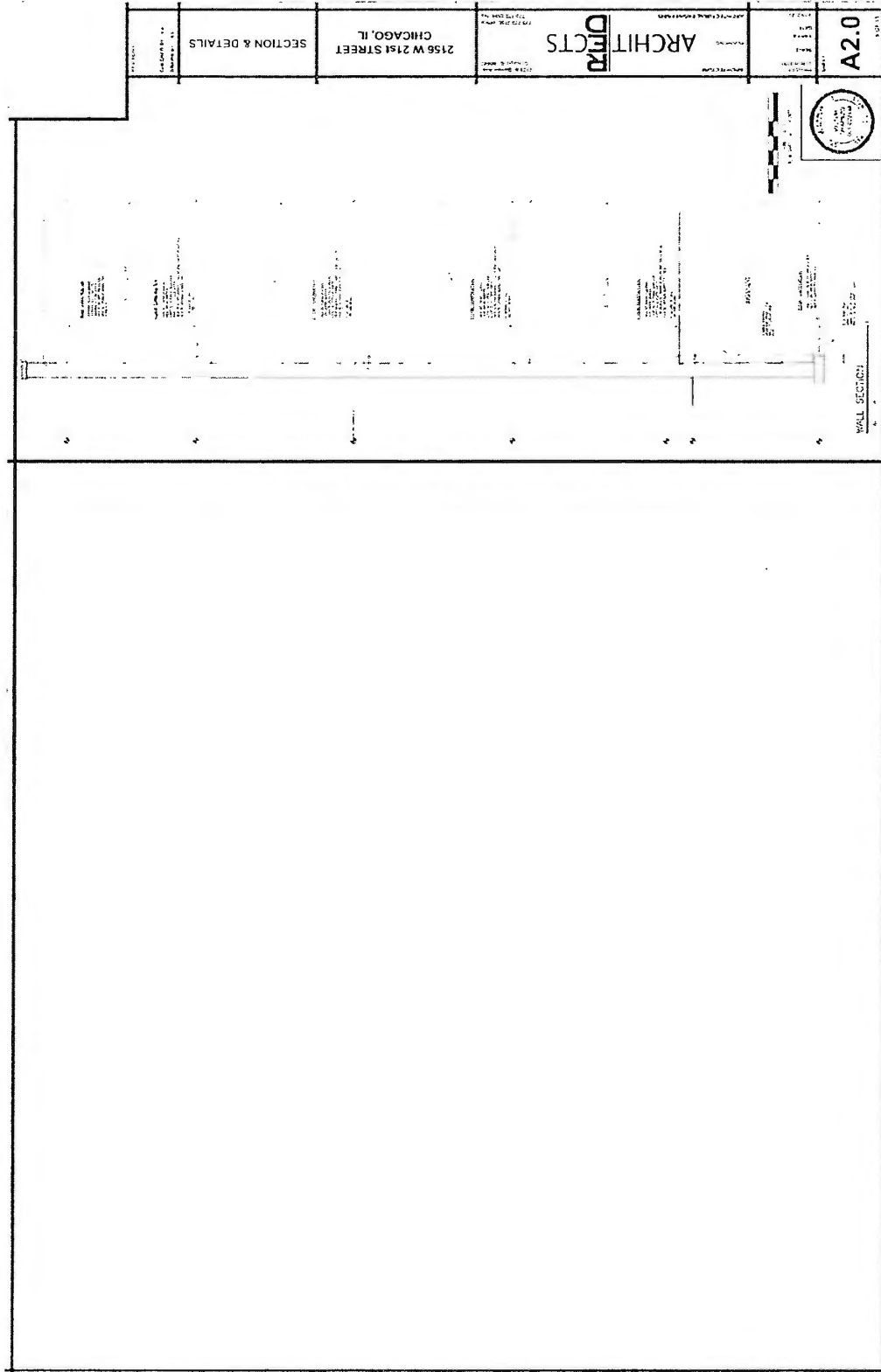
Final for Publication



Final for Publication



Final for Publication



Reclassification Of Area Shown On Map No. 5-G.

(As Amended)

(Application No. 20555T1)

(Common Address: 1675 N. Elston Ave.)

[O2020-5708/SO2023-0002715]

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 M3-3 Heavy Industry District symbols and indications as shown on Map Number 5-G in the area bounded by:

a line 150 feet southeasterly of and parallel to West Wabansia Avenue; the alley northeasterly of and parallel to North Elston Avenue; a line 275 feet southeasterly of and parallel to West Wabansia Avenue; and North Elston Avenue,

to those of a C2-1 Motor Vehicle-Related Commercial District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C2-1 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 5-G in the area bounded by:

a line 150 feet southeasterly of and parallel to West Wabansia Avenue; the alley northeasterly of and parallel to North Elston Avenue; a line 275 feet southeasterly of and parallel to West Wabansia Avenue; and North Elston Avenue,

to those of a Commercial 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 publication.

Plan of Development Statements referred to in this ordinance read as follows:

Commercial Planned Development No. _____.

Planned Development Statements.

1. The area delineated herein as Planned Development Number _____ ("Planned Development") consists of approximately 17,535.73 square feet of property which is

depicted on the attached Planned Development Boundary and Property Line Map ("the Property"). 1675 Holdings 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 "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 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation ("CDOT") on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the 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 ("DPD") and CDOT. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of CDOT.

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 CDOT and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the 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 and Data Table and the following exhibits and plans attached hereto prepared by Mohr Architecture and dated June 15, 2023 ("the Plans"): Existing Zoning Map; Existing Land-Use Map; Planned Development Boundary; Site and Landscape Plan; First and Second Floor Plans; Roof Plan; Patio Plan; Building Elevations (North, South, East and West) prepared by Mohr Architecture 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: eating and drinking establishments (all, including outdoor patios at and above grade); indoor special event; venue (all); food and beverage retail sales; general retail sales; indoor and outdoor participant sports and recreation; banquet or meeting halls and office.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of DPD. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the 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 17,535.73 square feet and a base FAR of 0.8.
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 (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 the Property is located in the North Branch Industrial Corridor Conversion Area and has undergone a “rezoning” within the meaning of Chapter 16-8 of the Municipal Code (the “Industrial Corridor System Fund Ordinance”). As a result of this rezoning, the Planned Development is subject to the conversion fee provisions of the Industrial Corridor System Fund Ordinance. The purpose of the conversion fee is to mitigate the loss of industrial land and facilities in conversion areas by generating funds for investment in receiving industrial corridors in order to preserve and enhance the City’s industrial base, support new and expanding industrial uses, and ensure a stable future for manufacturing and industrial employment in Chicago. The Applicant is required to pay the conversion fee in full prior to the issuance of the

first building permit for any building in the Planned Development; provided, however, if the Planned Development is constructed in phases, the conversion fee may be paid on a pro rata basis as the first building permit for each subsequent new building or phase of construction is issued. The amount of the conversion fee due prior to the issuance of a building permit shall be calculated based on the fee rate in effect at the time of payment. The Applicant shall record a notice against the Property to ensure that the requirements of the Industrial Corridor System Fund Ordinance are enforced in accordance with Section 16-8-100.

17. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to C2-1 Motor Vehicle-Related Commercial District.

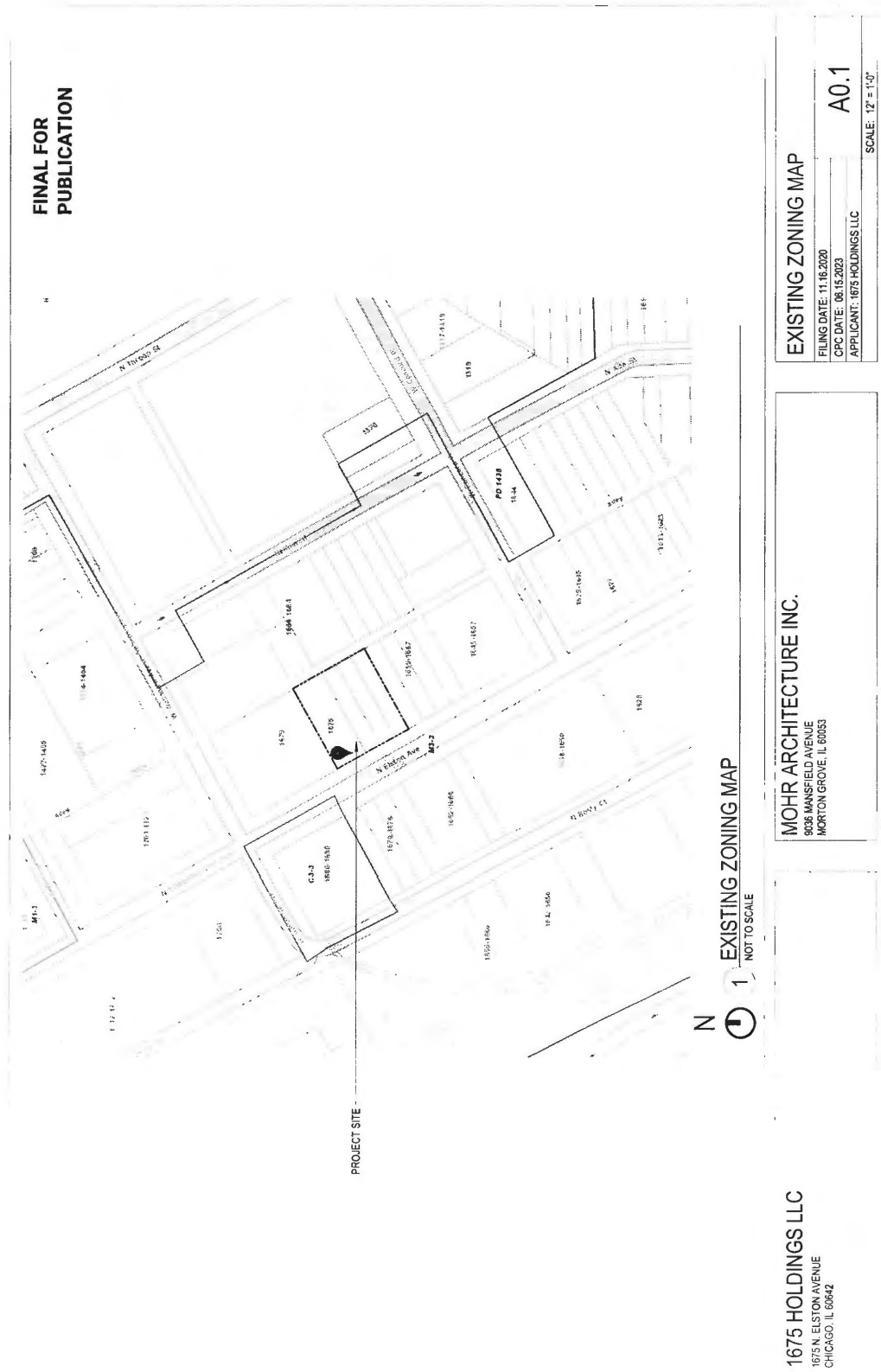
[Existing Zoning Map; Existing Land-Use Map; Boundary Map; Site/Landscape Plan; First and Second Floor Plans; Roof Plan; Patio Plan; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 2113 through 2122 of this *Journal*.]

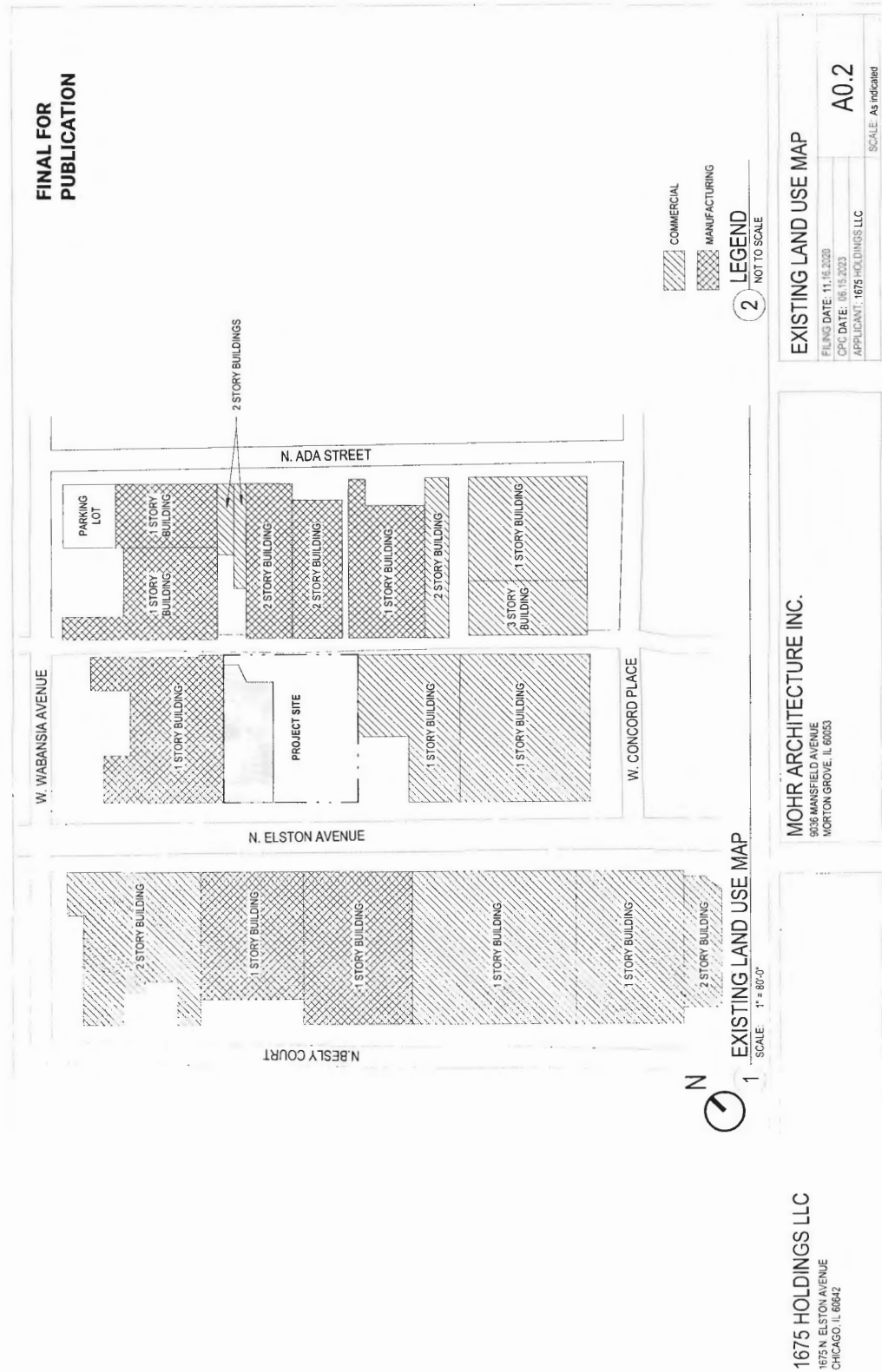
Bulk Regulations and Data Table referred to in these Plan of Development Statements read as follows:

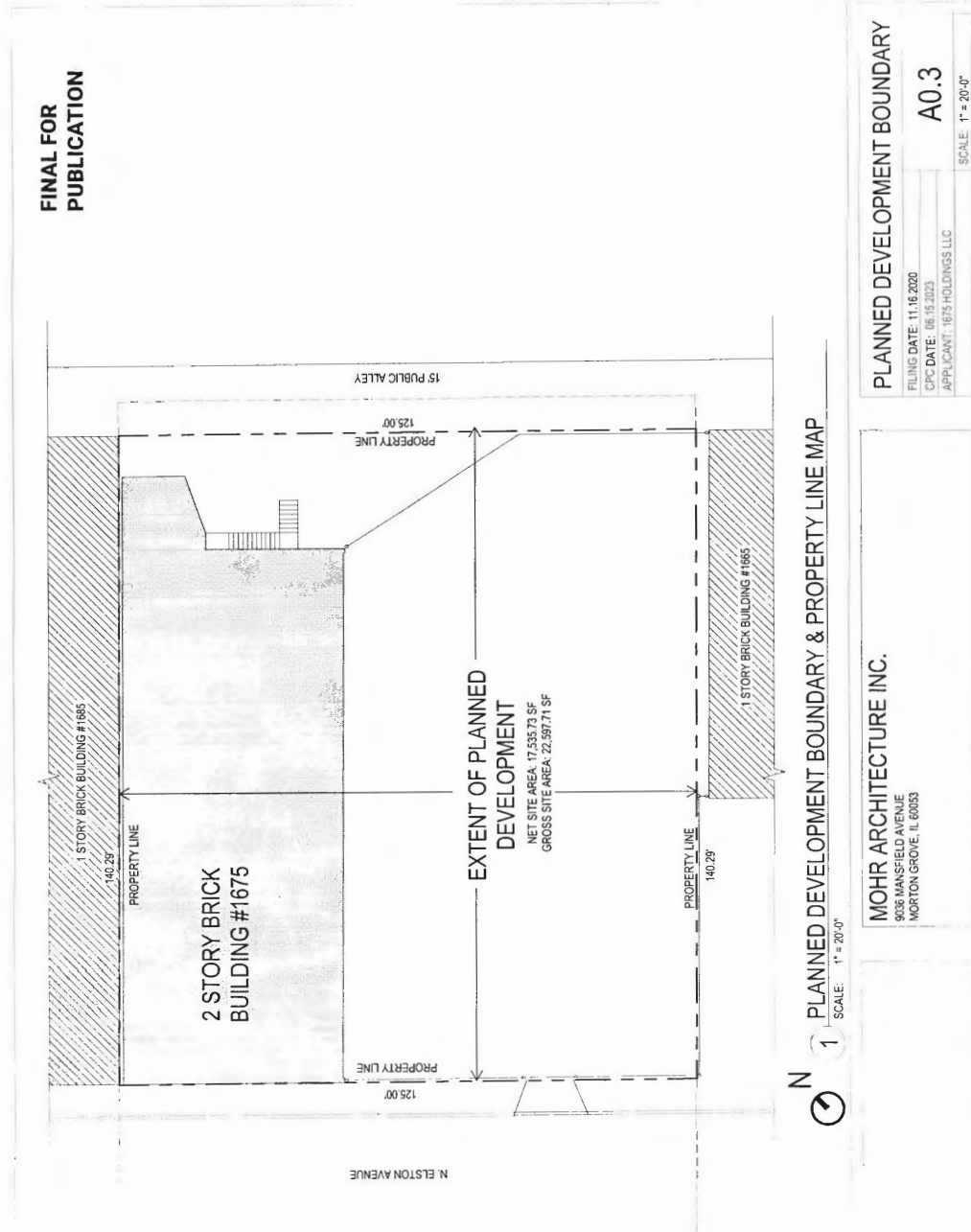
Commercial Planned Development No. _____

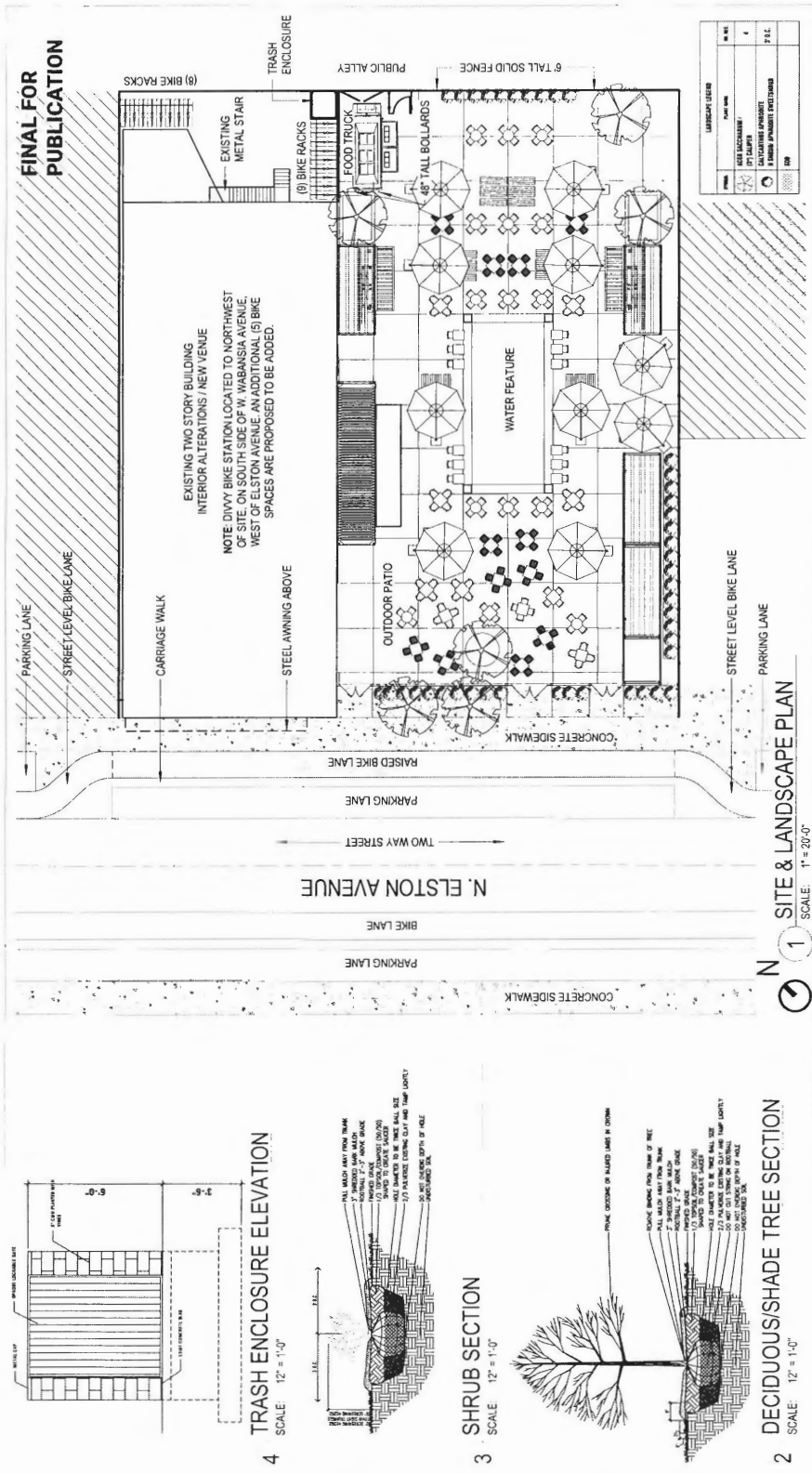
Bulk Regulations And Data Table.

| | |
|---|---|
| Gross Site Area (square feet): | 22,597.71 |
| Area of Public Rights-of-Way (square feet): | 5,061.98 |
| Net Site Area (square feet): | 17,535.73 |
| Maximum Floor Area Ratio: | 0.8 |
| Minimum Off-Street Parking Spaces: | 0 |
| Minimum Bicycle Parking Spaces: | 17 |
| Minimum Off-Street Loading Spaces | 0 |
| Maximum Building Height: | 23 feet, 6¾ inches to the bottom of the roof structure (existing) |









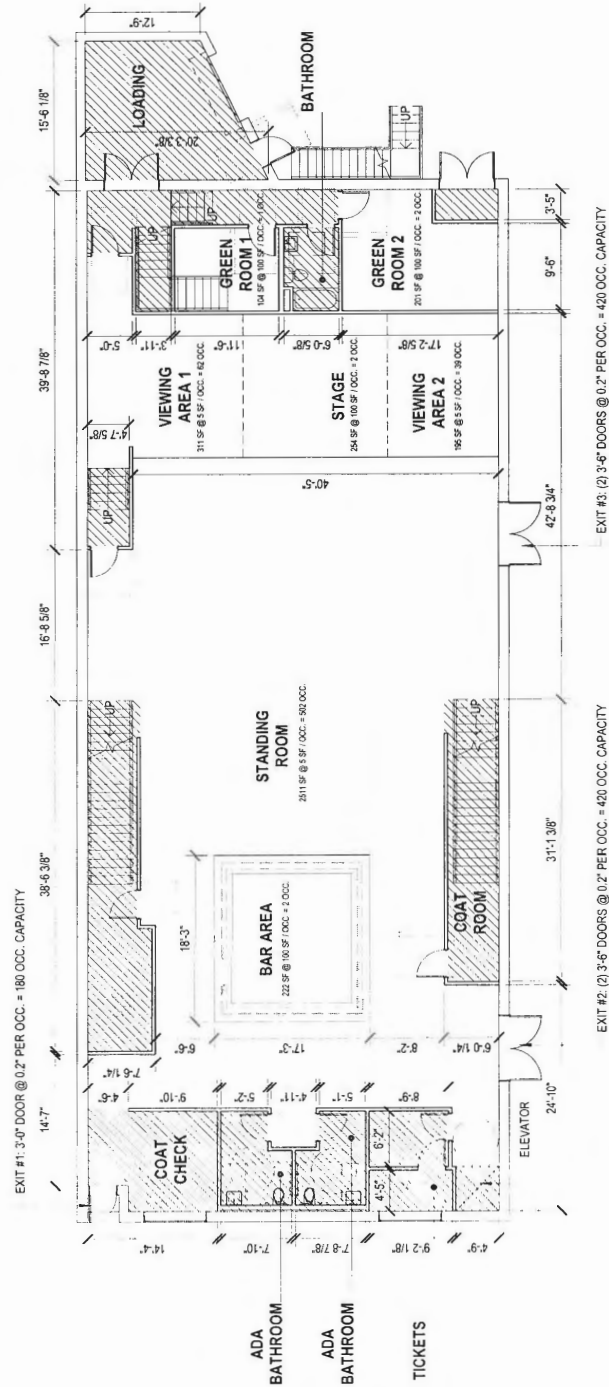
1675 HOLDINGS LLC
1675 N. ELSTON AVENUE
CHICAGO, IL 60642

MOHR ARCHITECTURE INC.
9038 MANSFIELD AVENUE
MORTON GROVE, IL 60053

SITE & LANDSCAPE PLAN
FILING DATE: 11.16.2020
CPC DATE: 06.15.2023
APPLICANT: 1675 HOLDINGS LLC

LS1.0
SCALE: AS INDICATED

**FINAL FOR
PUBLICATION**



N
1' SCALE: 3/32" = 1'-0"
TOTAL FLOOR AREA: 5505 SF

EXIT #3: (2) 3'-6" DOORS @ 0.2" PER OCC. = 420 OCC. CAPACITY

EXIT #2: (2) 3'-6" DOORS @ 0.2" PER OCC. = 420 OCC. CAPACITY

SCALE: 3/32" = 1'-0"
TOTAL FLOOR AREA: 5806 SF

1675 HOLDINGS LLC
1675 N. ELSTON AVENUE
CHICAGO, IL 60642

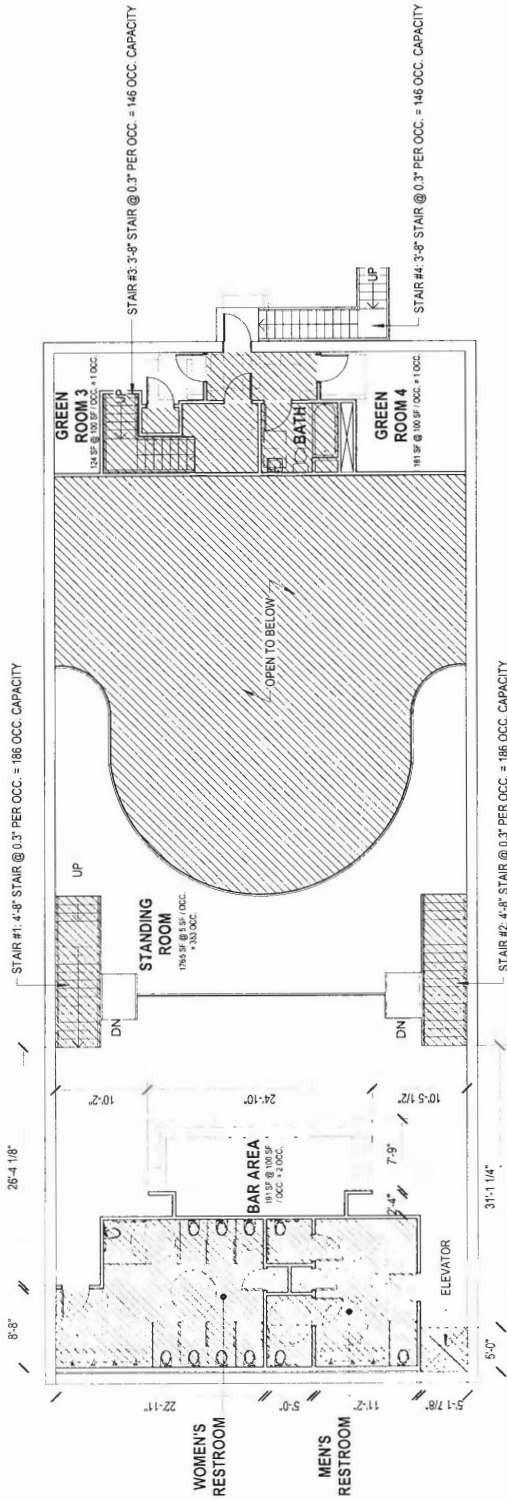
MOHR ARCHITECTURE INC.
9036 MANSFIELD AVENUE
MORTON GROVE, IL 60053

FIRST FLOOR PLAN

FILING DATE: 11.16.2020
CPC DATE: 06.15.2023
APPLICANT: 1675 HOLDINGS LLC

A1.1

FINAL FOR
PUBLICATION

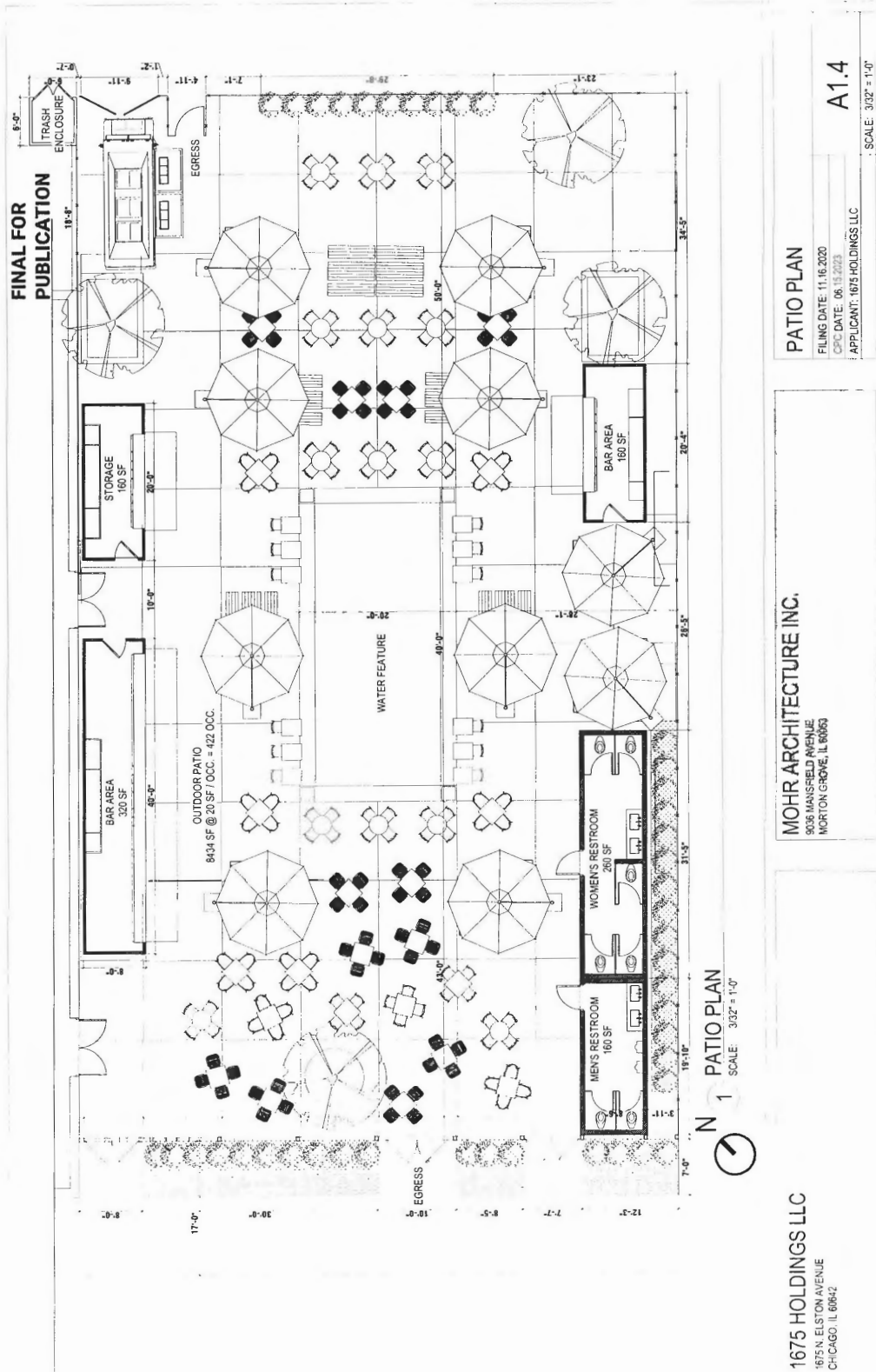


1 SECOND FLOOR PLAN
SCALE: 3/32" = 1'-0"
TOTAL FLOOR AREA: 5503 SF

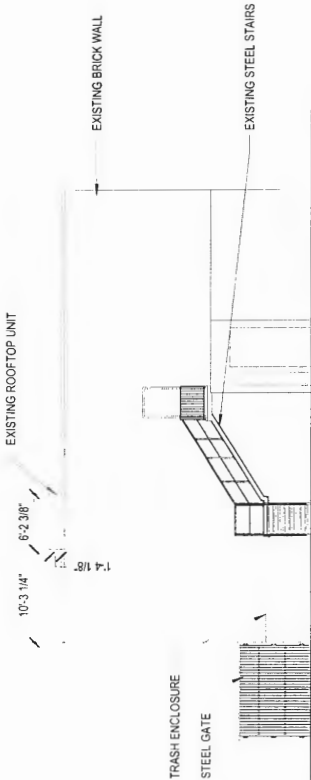
SECOND FLOOR PLAN
FILING DATE: 11.18.2020
CPC DATE: 06.15.2023
APPLICANT: 1675 HOLDINGS LLC
SCALE: 3/32" = 1'-0"

MOHR ARCHITECTURE INC.
9008 MANSFIELD AVENUE
MORTON GROVE, IL 60053

1675 HOLDINGS LLC
1675 N. ELSTON AVENUE
CHICAGO, IL 60642

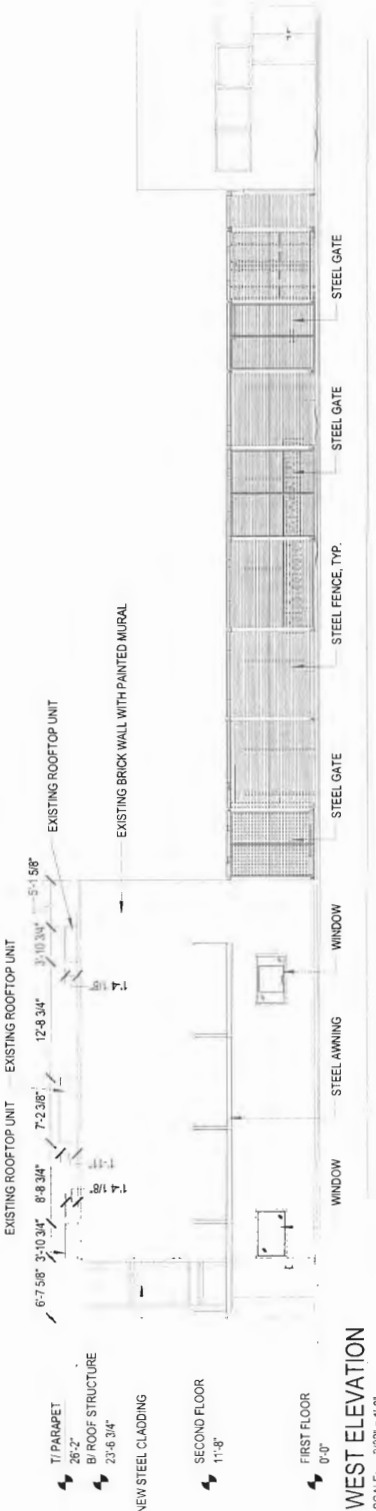


FINAL FOR
PUBLICATION



2 EAST ELEVATION

SCALE: 3/32" = 1'-0"



1 WEST ELEVATION

SCALE: 3/32" = 1'-0"

1675 HOLDINGS LLC
1675 N. ELSTON AVENUE
CHICAGO, IL 60642

MOHR ARCHITECTURE INC.
9036 MANSELD AVENUE
MORTON GROVE, IL 60053

ELEVATIONS

FILING DATE: 11.16.2020
CPC DATE: 06.15.2023
APPLICANT: 1675 HOLDINGS LLC
A2.1
SCALE: 3/32" = 1'-0"

Reclassification Of Area Shown On Map No. 5-H.

(As Amended)

(Application No. 22125T1)

(Common Address: 1617 N. Honore St.)

[O2023-1275/SO2023-0002713]

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-H in the area bounded by:

a line 168 feet north of and parallel to West North Avenue; the alley next east of and parallel to North Honore Street; a line 192 feet north of and parallel to West North Avenue; and North Honore Street,

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.

[Site Plan; Existing Roof Plan; Existing 1st and 2nd Floor Plans; Existing 3rd Floor Penthouse Plan; Proposed 4th Floor Penthouse Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 2125 through 2133 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

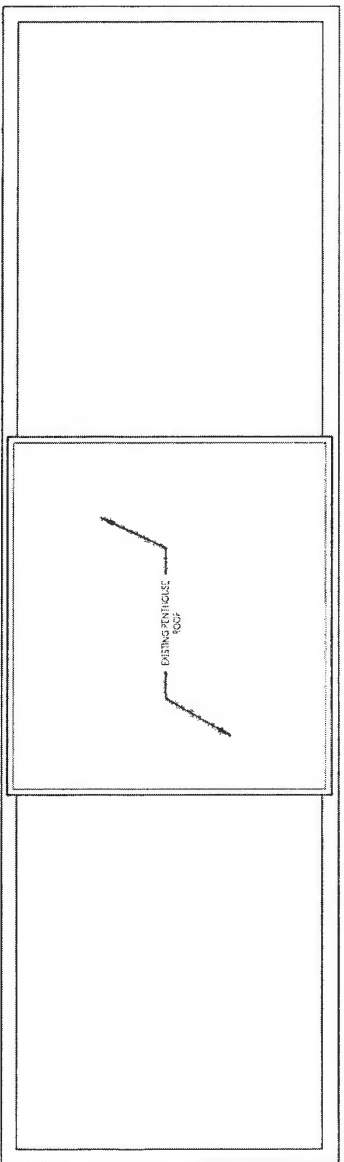
**AMENDED TO BE TYPE-1
ZONING AMENDMENT
PROJECT NARRATIVE AND PLANS
1617 N. HONORE STREET**

The Applicant seeks to rezone from RS3 Residential Single-Unit (Detached House) District to a RM-4.5 Residential Multi-Unit District

The property is currently improved with a non-conforming single-family residence due to the basement level being more than 50% above-grade. The owner seeks a re-zoning to bring the detached house into a conforming zoning district in terms of floor area ratio. The existing two garage parking spaces will remain. The height of the building will be 30 feet, 1.75 inches. No commercial space will be provided.

| | |
|---------------------------------|---------------------------------|
| | |
| Lot Area | 2,913 SF |
| Density MLA (Lot area per unit) | 2,913 SF/DU (SFR) |
| Off Street Parking | 2 (existing) |
| Rear Setback | 38.36 feet (existing) |
| Side Setback (North) | 2.27 feet (existing) |
| Side Setback (South) | 2.75 feet (existing) |
| Front Setback | 18.33 feet (existing) |
| Building SF | 3,764 SF (existing) |
| FAR | 1.29 (existing) |
| Building Height | 30 feet, 1.75 inches (existing) |

Final for Publication



1 EXISTING ROOF PLAN
SCALE: 3/16" = 1'-0"

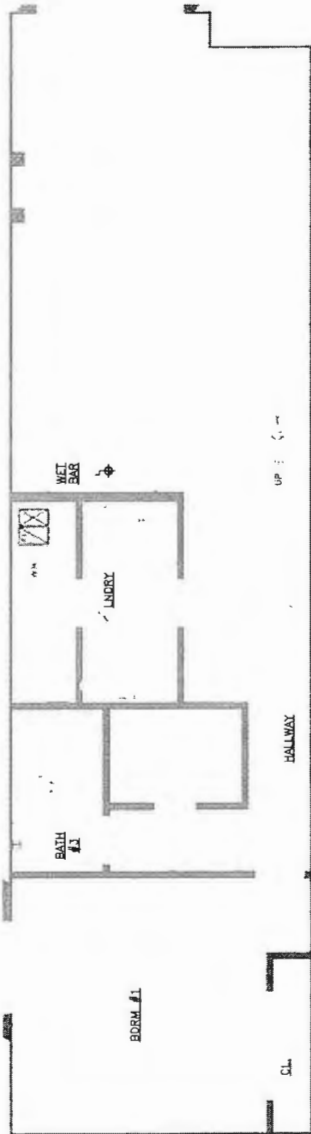
ROOF PLAN

ZONING SUBMISSION

1817 N HONORE, CHICAGO, IL

detailLAB
detailab.com
679.227.4444

Final for Publication



1 EXISTING 1ST FLOOR PLAN
SCALE: NTS

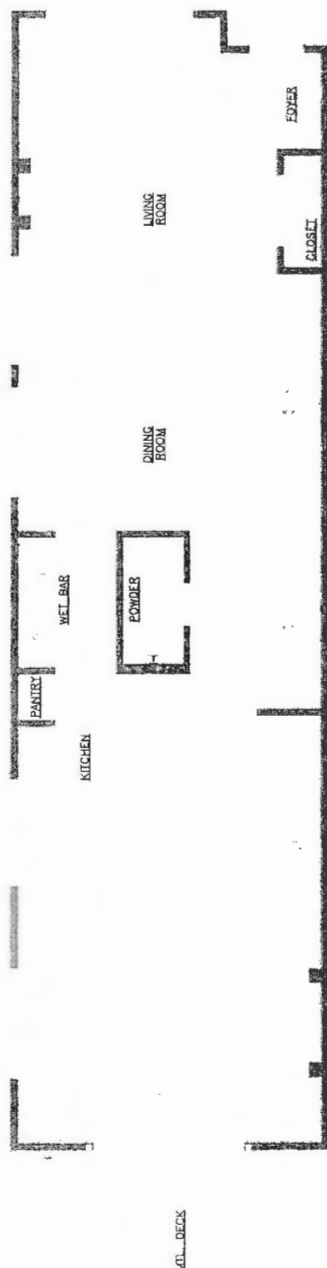
EXISTING FIRST FLOOR PLAN

ZONING SUBMISSION

1617 N HONORE, CHICAGO, IL

detailLAB
DESIGNED WITH
A PURPOSE

Final for Publication



1 EXISTING 2ND FLOOR PLAN
SCALE: 1/8" = 1'-0"

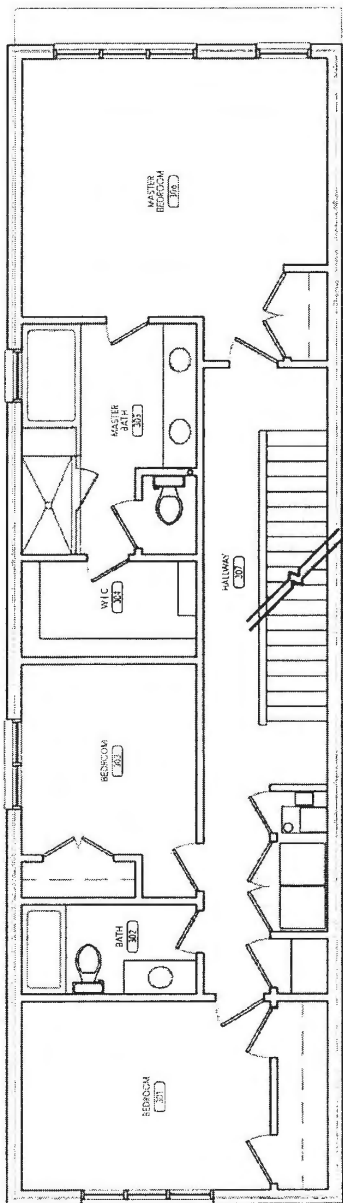
EXISTING SECOND FLOOR PLAN

ZONING SUBMISSION

1617 N HONORE, CHICAGO, IL

detailLAB
detaillab.com
© 2023

Final for Publication



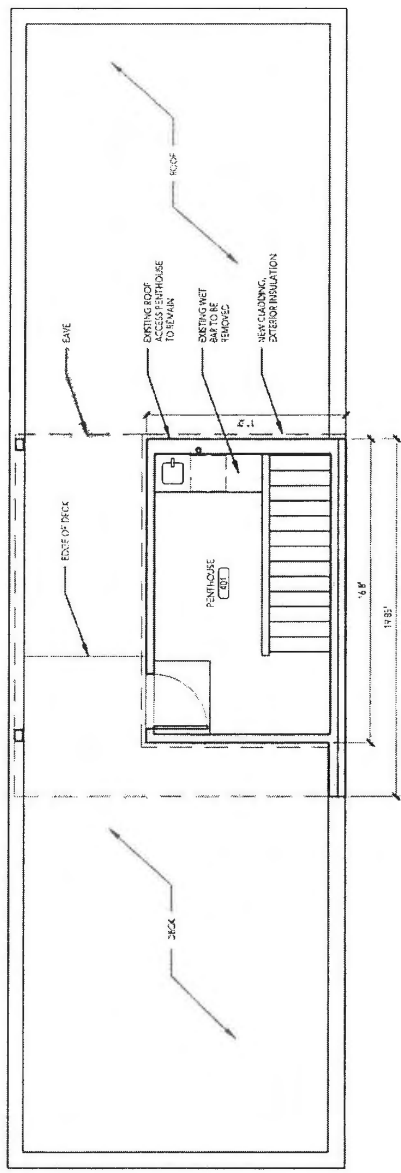
1 EXISTING 3RD FLOOR PENTHOUSE PLAN
SCALE: 3/16" = 1'-0"

EXISTING THIRD FLOOR PLAN

ZONING SUBMISSION
1617 N HONORE, CHICAGO, IL

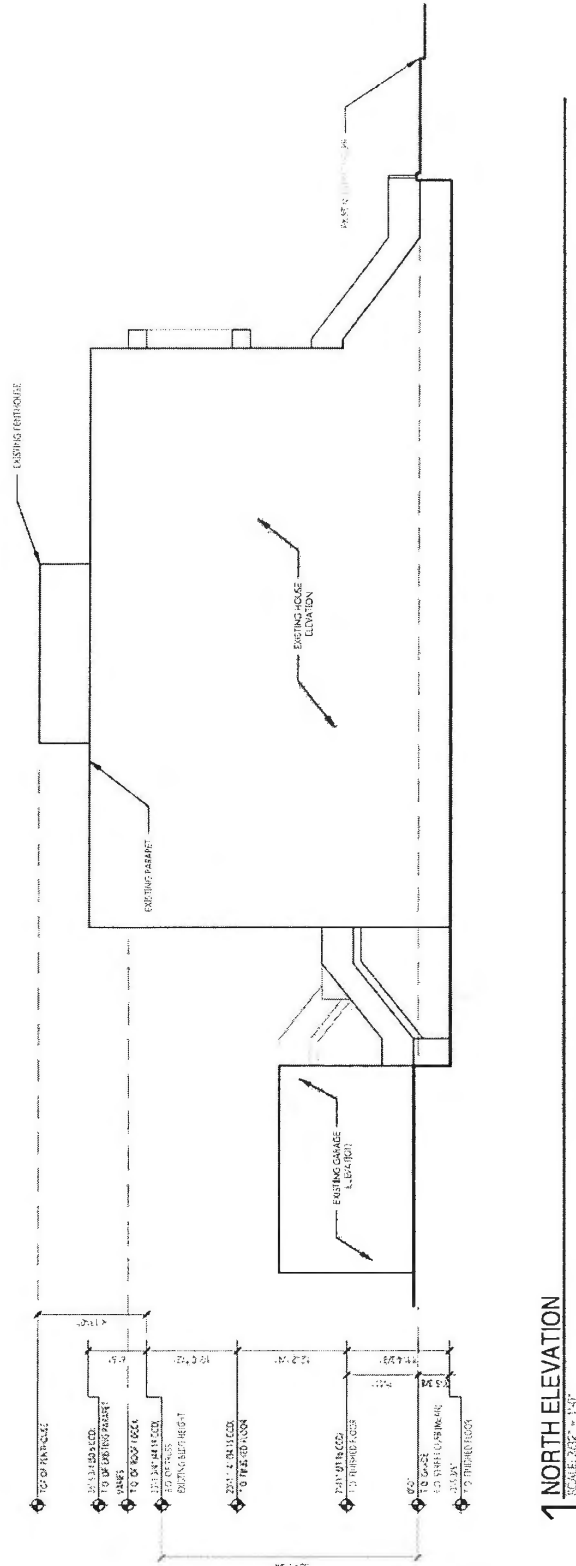
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detailab.com

Final for Publication



1 4TH FLOOR PENTHOUSE PLAN PROPOSED
SCALE: 3/16" = 1'-0"

NOTED
JUL 10 1964
U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535



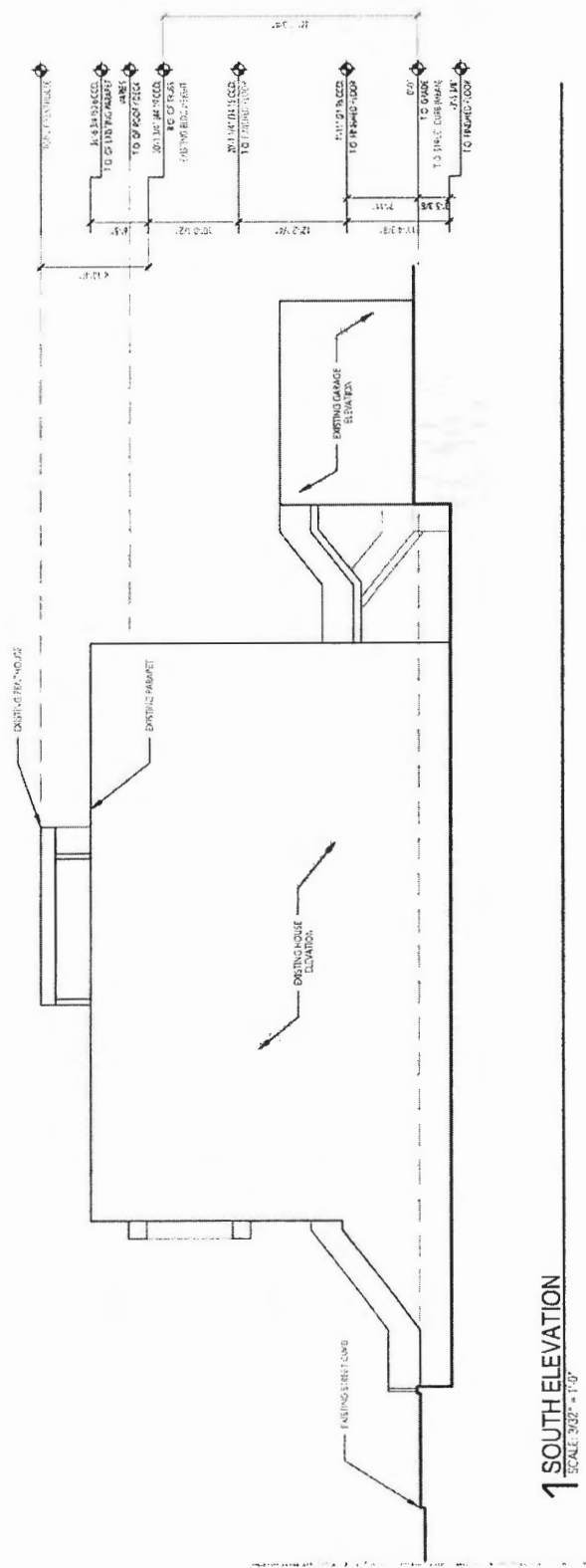
NORTH ELEVATION

ZONING SUBMISSION
1617 N HONORE, CHICAGO, IL

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$$\text{Cov}(Y_i, Y_j) = \sigma^2 \text{ if } i = j, \text{ and } 0 \text{ if } i \neq j$$

Final for Publication



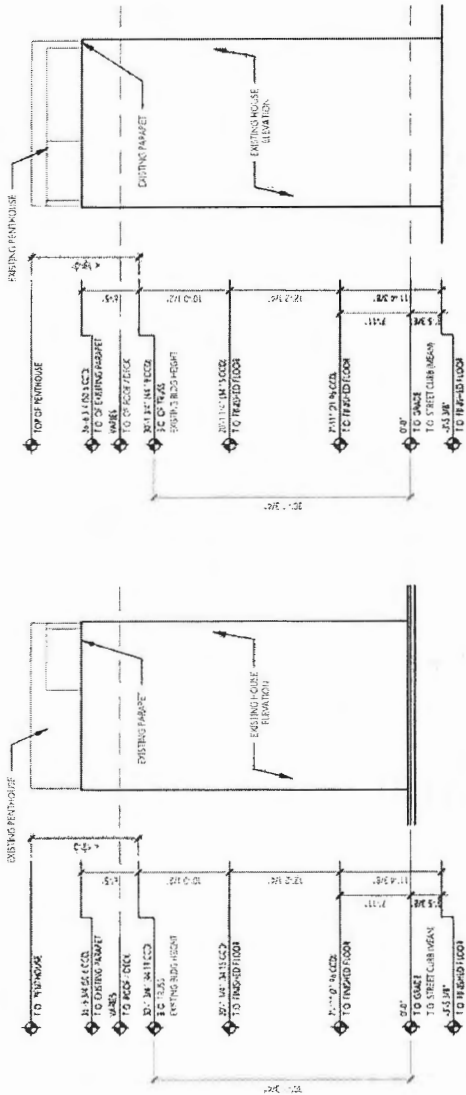
SOUTH ELEVATION

ZONING SUBMISSION

1617 N HONORE, CHICAGO, IL

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Final for Publication



1 WEST ELEVATION
SCALE: 3/32" = 1'-0"

2 EAST ELEVATION
SCALE: 3/32" = 1'-0"

EAST AND WEST ELEVATIONS

ZONING SUBMISSION

1617 N HONORE, CHICAGO, IL

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detaillab.com

Reclassification Of Area Shown On Map No. 5-K.

(Application No. 22211)

(Common Address: 4111 W. Armitage Ave.)

[O2023-2296/O2023-0002148]

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 5-K in the area 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,

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. 5-N.

(Application No. 22209)

(Common Address: 2229 N. Harlem Ave.)

[O2023-2298/O2023-0002154]

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 RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 5-N in the area 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,

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. 6-I.
(Application No. 22153T1)
(Common Address: 2754 -- 2756 S. Sacramento Ave.)
[O2023-1503/O2023-0002712]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M2-3 Light Industrial District symbols and indications as shown on Map Number 6-I in the area bounded by:

a line 48 feet north of and parallel to West 28th Street; South Sacramento Avenue; West 28th Street; and the alley next west of and parallel to South Sacramento Avenue,

to those of a C2-3 Motor Vehicle-Related Commercial District which 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.

[Proposed and Existing Site Plans; Proposed Foundation Plan; Proposed Second Floor Plan; and South, East and West Facade attached to this ordinance printed on pages 2137 through 2141 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

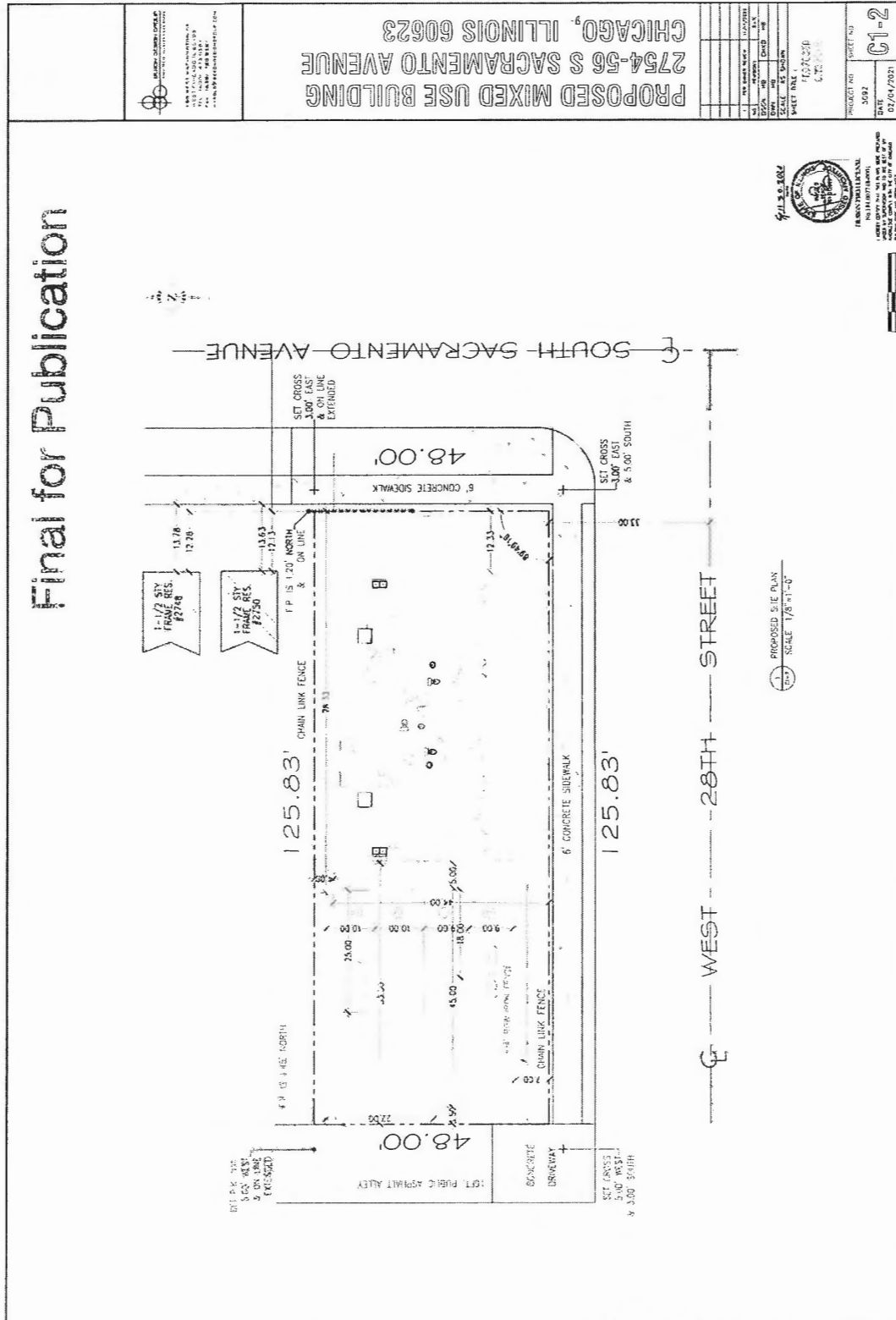
NARRATIVE AND PLANS FOR TYPE 1 ZONING AMENDMENT
AT 2754-56 S. SACRAMENTO, CHICAGO, IL
FROM M2-3 TO C2-3

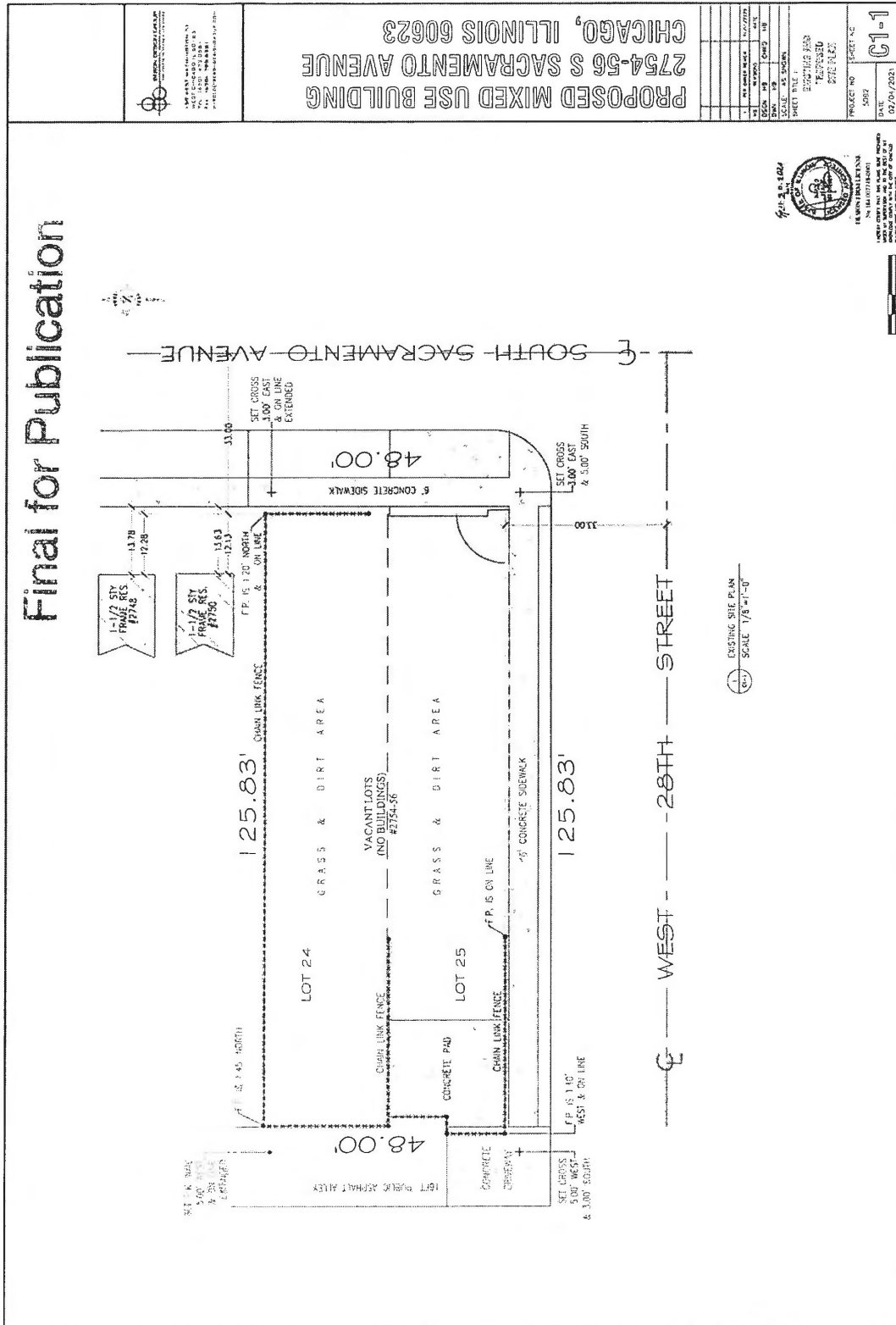
I. A. Use:

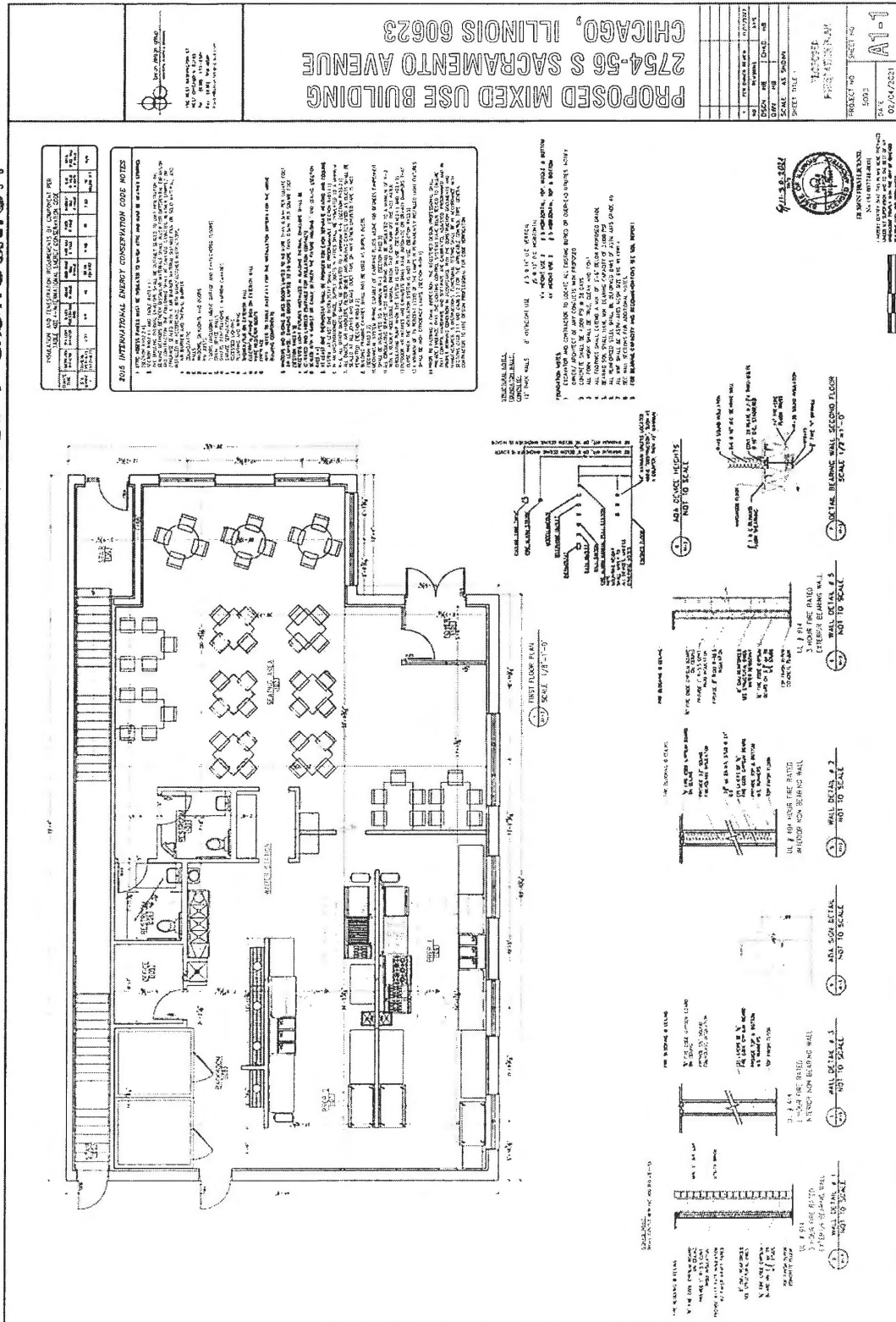
The property is currently vacant. The applicant is seeking to rezone the property from its existing M2-3 classification to a C2-3 classification to permit a 1st floor restaurant with shared kitchen and two (2) 2nd floor dwelling units with four (4) on-site parking spaces.

- (a) Project's Floor Area Ratio: .094
- (b) Project's Density: Two (2) Dwelling Units; 3,019.92 sq. ft. per DU
- (c) Parking: Four (4) parking spaces
- (d) Setbacks: Front: zero
Rear: 53.50'
Side:
 - North: 4.0'
 - South: 0.0
 - Combined: 4.0'
- (e) Building Height: 30'-11-1/8" at tallest point

The applicant will comply with Section 17-3-0307 EXEPTIONS of the Chicago Air Quality Ordinance should such provisions be determined as applicable.







Manual for Publication



Reclassification Of Area Shown On Map No. 7-G.

(Application No. 22208)

(Common Address: 3025 N. Southport Ave. And 1349 -- 1359 W. Nelson St.)

[O2023-2272/O2023-0002151]

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 7-G in the area 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,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-I.

(Application No. 22169)

(Common Address: 3004 -- 3006 W. Belmont Ave.)

[O2023-1566/O2023-0002717]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-1 Neighborhood Commercial District symbols as shown on Map Number 9-I in the area bounded by:

the alley next north of and parallel to West Belmont Avenue; a line 25 feet west of and parallel to North Sacramento Avenue; West Belmont Avenue; and a line 74 feet west of and parallel to North Sacramento Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 9-G.

(Application No. 22214T1)

(Common Address: 3262 -- 3264 N. Clark St.)

[O2023-2290/O2023-0002180]

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 B3-3 Community Shopping District symbols as shown on Map Number 9-G in the area generally 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,

to those of a B2-3 Neighborhood Mixed-Use 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; TSL Map; First Floor Plan; Typical Floor Plan
(2nd through 4th) and North, South, East and West
Building Elevations attached to this ordinance
printed on pages 2146 through
2151 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

SUBSTITUTE NARRATIVE AND PLANS
TYPE 1 ZONING MAP AMENDMENT

Applicant: Lion Clark LLC
 Property Location: 3262-64 North Clark Street, Chicago, IL
 Proposed Zoning: B2-3 Neighborhood Mixed-Use District
 Lot Area: 3,750 square feet

Lion Clark LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 3262-64 North Clark Street from the B3-3 Community Shopping District to the B2-3 Neighborhood Mixed-Use District in order to construct a four-story multi-family residential building with approximately 956 square feet of ground floor commercial space. The structure is proposed to measure 47'-8" in height and will contain seven residential dwelling units, including an accessible residential unit on the ground floor.

The site is bounded by a mixed-used commercial and residential building to the north; Clark Street to the east; a mixed-use commercial and residential building to the south; and a 16'-wide public alley to the west. The subject property contains 3,750 square feet of net site area and is currently improved with a three-story mixed-use building. The existing improvements will be demolished. The overall project FAR will be 3.0. Additionally, a transit-served location parking reduction will be requested.

The subject property is a transit-served location due to its proximity within 1,320 feet from the Clark Street/22 Route bus line corridor and within 2,640 feet from the Belmont CTA rail station entrance. The proposed development will include 2 off-street vehicular parking spaces and 7 bicycle parking spaces. A transit-served location parking reduction will be requested.

Transit-Served Location Criteria

New construction in the B2-3 Neighborhood Mixed-Use District and located in a transit-served location must comply with the Specific Criteria for Transit-Served Locations set forth in Section 17-3-0308:

1. *The project must comply with the applicable standards of Section 17-10-0102-B;*

The project complies with the applicable standards of Section 17-10-0102-B. One bicycle parking space is provided per dwelling unit. The subject property is located immediately on the Clark Street/22 Route bus line corridor and within less than 600 feet of the Belmont CTA Station entrance.

2. *The project must comply with the standards and regulations set forth in Section 17-3-0504 pertaining to pedestrian streets and pedestrian retail streets;*

As depicted on the accompanying Type 1 plans, the proposed development meets the design standards set forth in Section 17-3-0504, including with respect to building location, transparency, location of doors and entrances, and parking location.

3. *The project must comply 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 Belmont CTA station is designated a "Major Activity Center" station type. This station typology is intended to be developed at a significant density that supports and provides services for the region and

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surrounding neighborhoods. Development is encouraged to include a balance of residential and retail or other uses. The proposed development will add gentle residential density and provide a new ground floor commercial space at the site. The project will therefore comply with and support the goals set forth in the Transit Friendly Development Guide for the applicable station typology.

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;*

The proposed development is a residential building that will not have a number of parking spaces in excess of 50% of the applicable minimum automobile parking requirement. Based on seven proposed dwelling units, no more than 4 parking spaces may be provided. Two parking spaces are proposed.

5. *Must comply with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.*

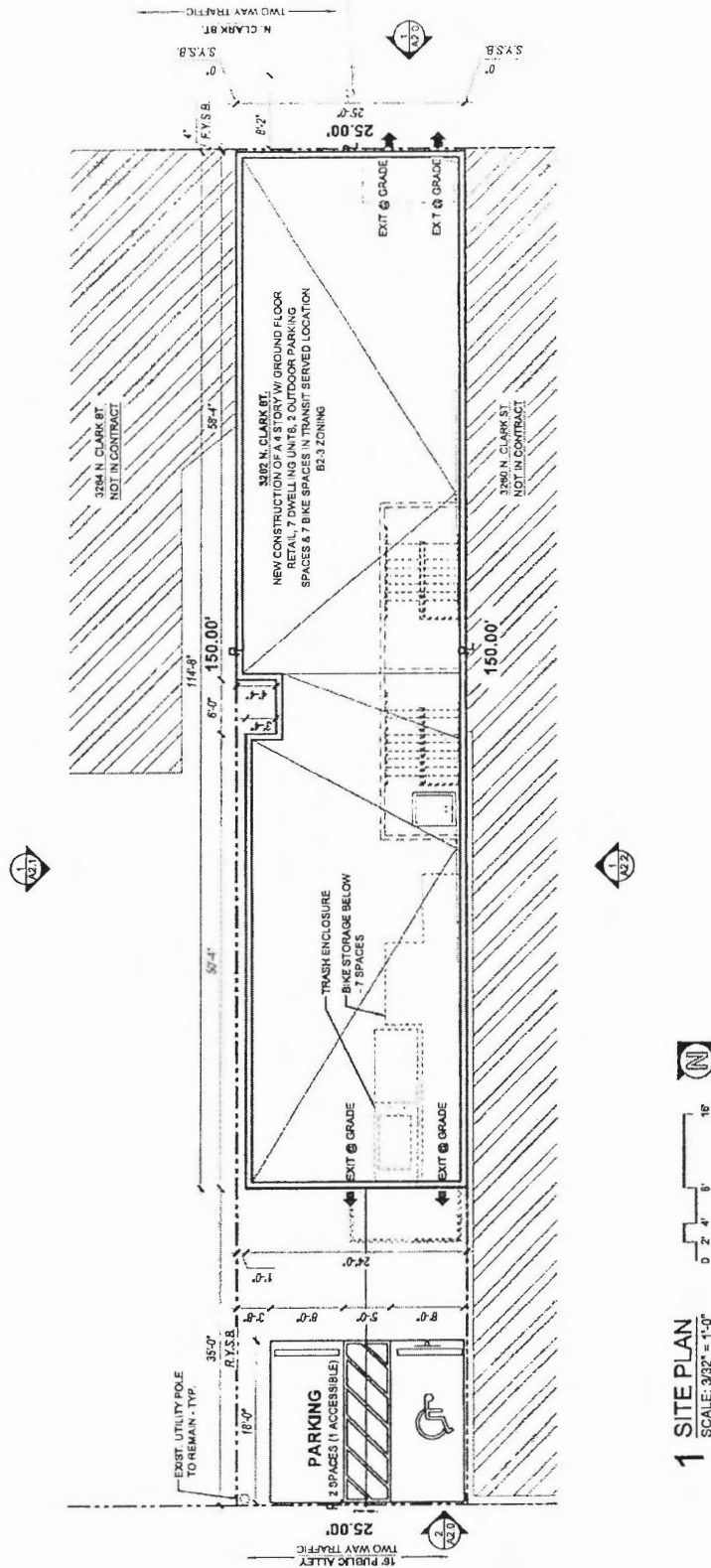
The project will comply with the Travel Demand Study and Management Plan rules in effect at the time of filing of this application.

Bulk Regulations and Data

- | | |
|---|---|
| (a) Floor Area and Floor Area Ratio: | |
| i. Lot Area: | 3,750 square feet |
| ii. Maximum FAR: | 3.0 |
| (b) Density (Lot Area Per Dwelling Unit): | 535 square feet (7 dwelling units) |
| (c) Amount of off-street parking: | 2 vehicular spaces (transit-served location parking reduction will be requested)* |
| (d) Setbacks: | |
| i. Front setback: | 0 feet 4 inches |
| ii. Side setback: | 0 feet |
| iii. Side setback: | 0 feet |
| iv. Rear setback: | 35 feet |
| (e) Building height: | 48 feet |
| (f) Off-street Loading: | 0 spaces |

*A transit-served location parking reduction is requested. The project will comply with all mandatory criteria for new construction in transit-served locations set forth in Sec. 17-3-0308.

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3262 N. CLARK STREET
CHICAGO, ILLINOIS 60687

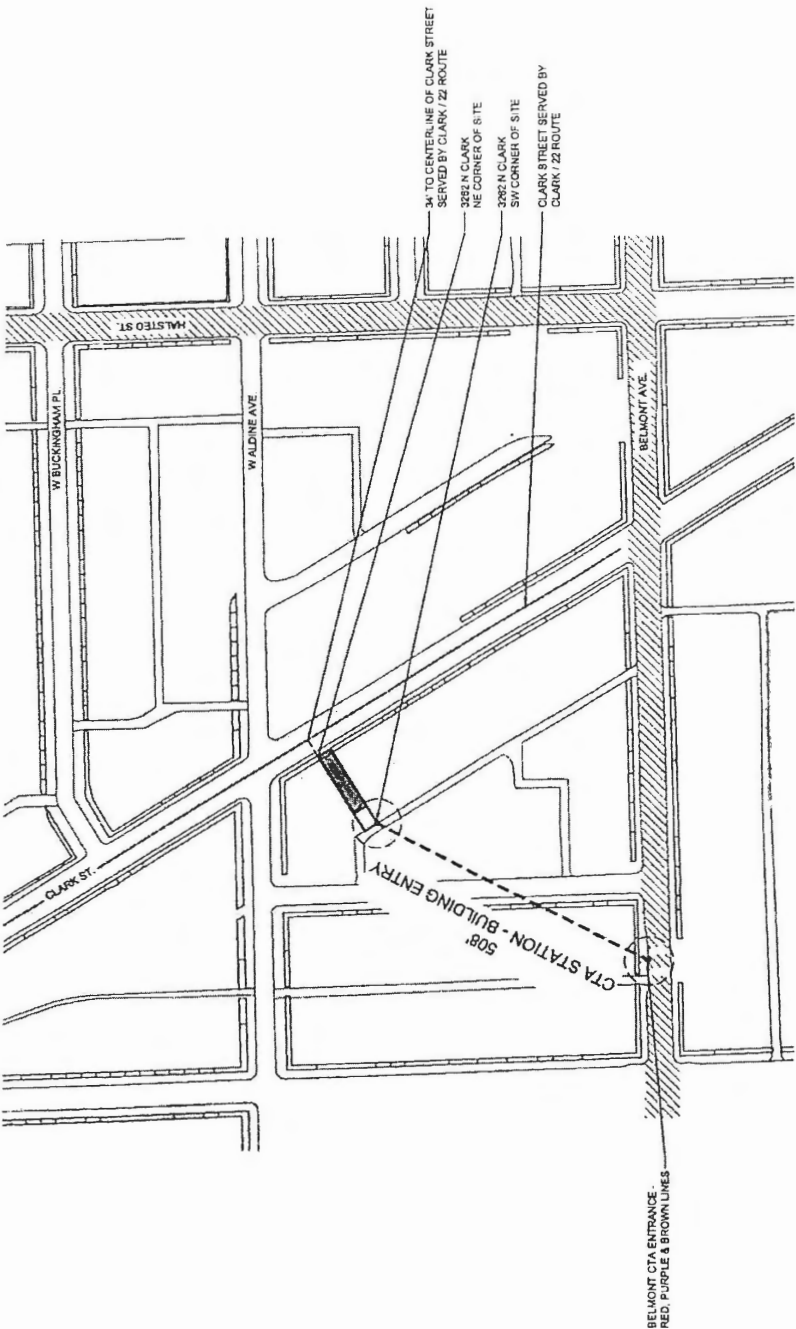
16' SCALE: 3/32" = 1'-0"

1 SITE PLAN

SPACE
ARCHITECTS + PLANNERS
1014 N. LAKE ST. SUITE 200
CHICAGO, IL 60610
1-800-398-2262

VERSION
A0.1
05.31.2023

Final for Publication



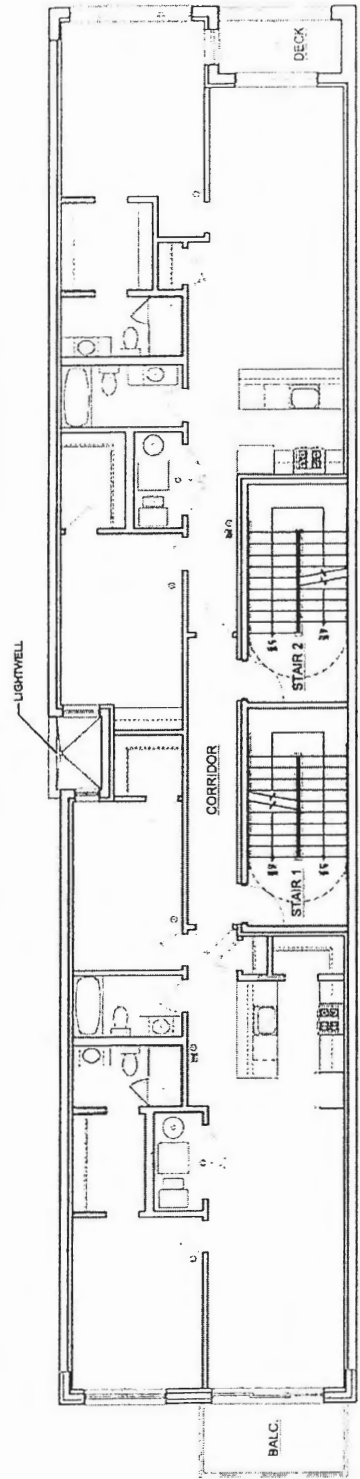
1 TSL MAP
SCALE: 1:3000

3262 N. CLARK STREET
CHICAGO, ILLINOIS 60637

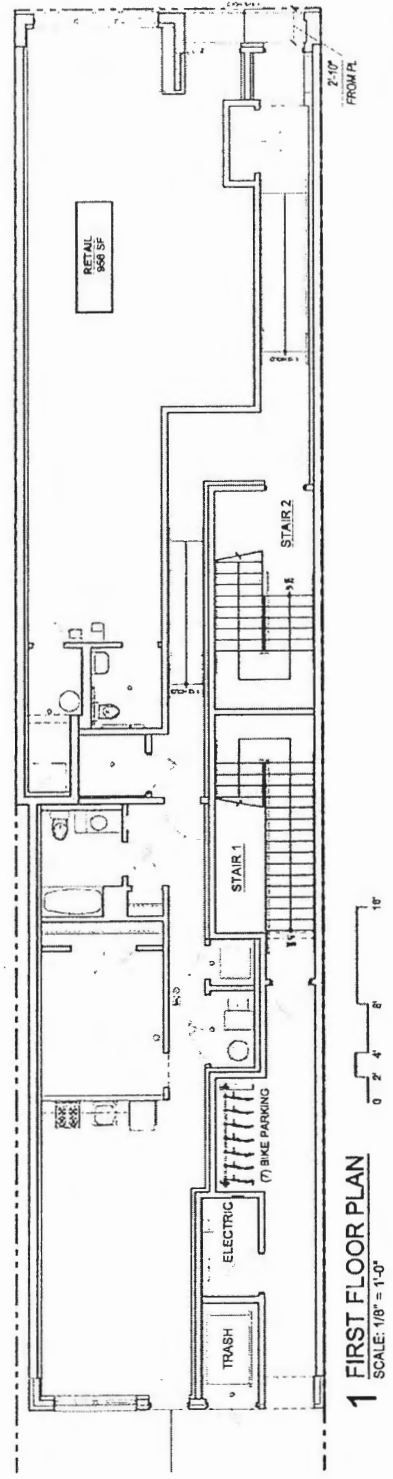
SPACE
ARCHITECT - PLANNERS
1100 N. CLARK STREET, SUITE 200
CHICAGO, IL 60610
TEL: 312.587.1100
WWW.SPACEDIRECT.COM

VERSION
A0.2
06.31.2023

Final for Publication



2 TYPICAL FLOOR PLAN (2ND - 4TH)
SCALE: 1/8" = 1'-0"



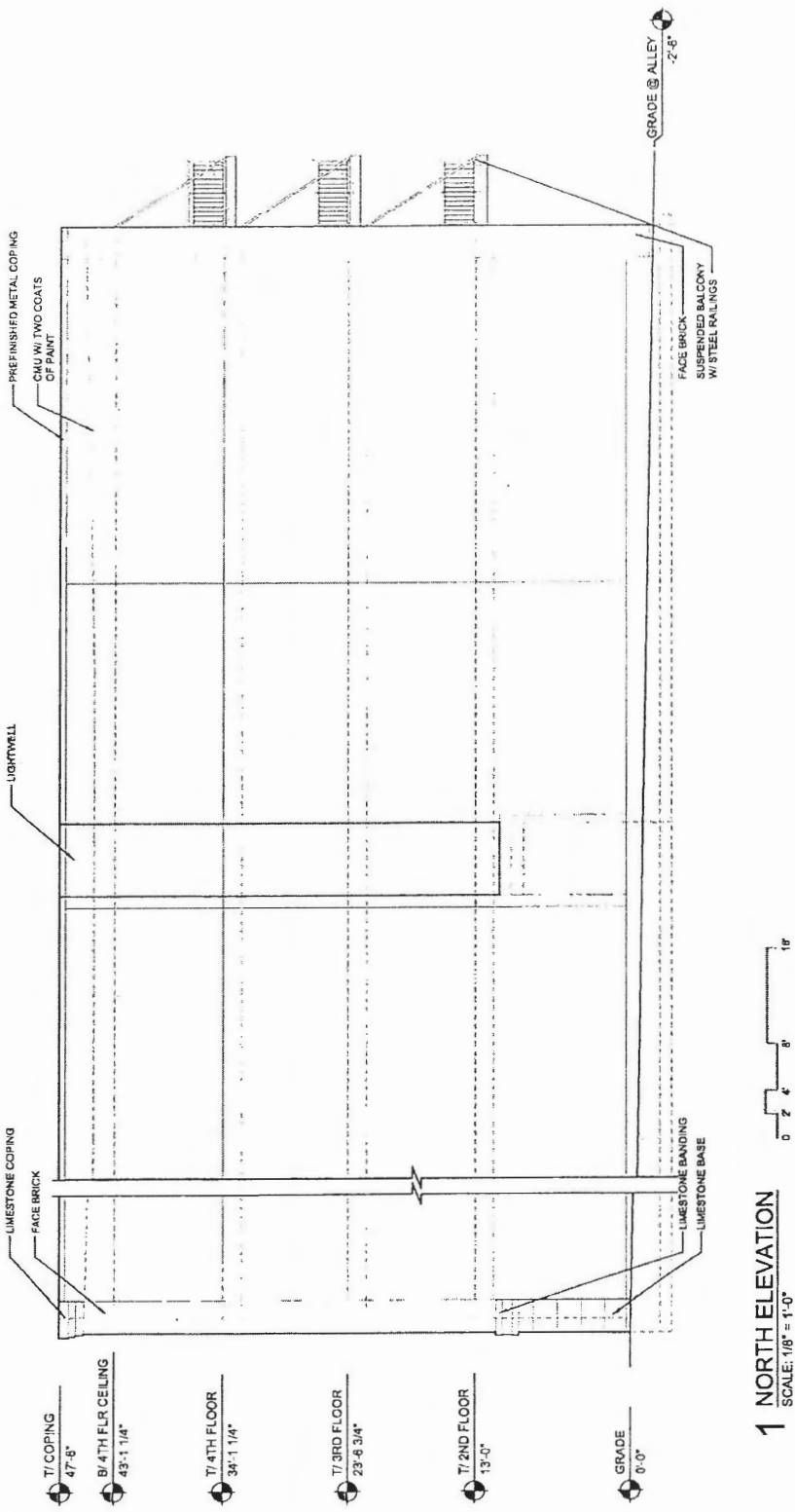
1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

3262 N. CLARK STREET
CHICAGO, ILLINOIS 60657

SPACE
ARCHITECTS + PLANNERS
1001 N. LAKE STREET, SUITE 200
CHICAGO, IL 60610
TEL: 312.467.1000
WWW.SPACEARCHITECTS.COM

VERSION
A1.0
08.31.2023

Final for Publication



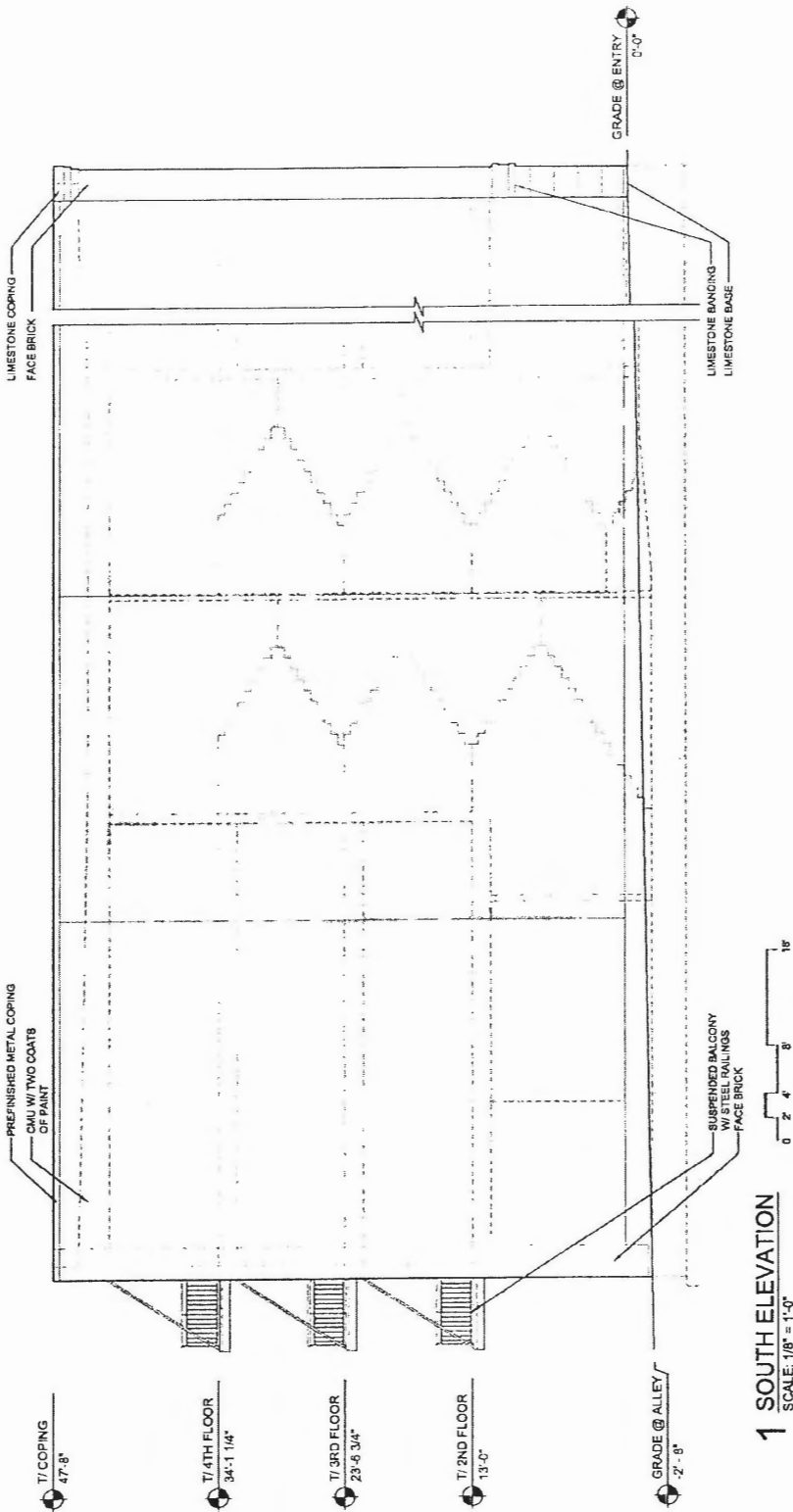
3242 N. CLARK STREET
CHICAGO, ILLINOIS 60657

1 NORTH ELEVATION
SCALE: 1/8" = 1'-0"

SPACE
ARCHITECTURAL
1100 N. CLARK STREET
CHICAGO, ILLINOIS 60610
TEL: 312.467.1000
WWW.SPACEARCHITECTS.COM

VERSION
A2.1
05.31.2023

Final for Publication



1 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

3262 N. CLARK STREET
CHICAGO, ILLINOIS 60657

SPACE
A2.2
06/31/2023

Reclassification Of Area Shown On Map No. 10-H.

(Application No. 22198)

(Common Address: 4359 S. Wood St.)

[O2023-2273/O2023-0002152]

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 10-H in the area 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,

to those of an M1-1 Limited Manufacturing/Business 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. 11-I.

(As Amended)

(Application No. 22202T1)

(Common Address: 4632 -- 4644 N. Western Ave.)

[O2023-2281/SO2023-0002181]

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 and B3-3 Community Shopping District symbols and indications as shown on Map Number 11-I in the area 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,

to those of a B3-5 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement Floor Plan; Levels 1, 2, 3, 4, 5 and 6 Floor Plans; Roof Level Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 2155 through 2165 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

17-13-0303-C(1) SUBSTITUTE NARRATIVE AND PLANS

SUBJECT PROPERTY: 4632 TO 4644 NORTH WESTERN AVENUE, CHICAGO, ILLINOIS

ZONING: B3-5 COMMUNITY SHOPPING DISTRICT TYPE I.

LOT AREA: 14,688 SQUARE FEET

LAND USE: THE PROPERTY IS CURRENTLY IMPROVED WITH A FOUR-STORY, VACANT BUILDING, A ONE-STORY, VACANT BUILDING, AND A TWO-STORY, VACANT BUILDING. APPLICANT IS SEEKING TO REZONE THE PROPERTY TO DEVELOP A 79'0" TALL, MIXED-USE, TRANSIT ORIENTED DEVELOPMENT WITH 74 DWELLING UNITS (INCLUDING THREE BUSINESS LIVE WORK UNITS ON THE GROUND FLOOR AND ONE GROUND FLOOR DWELLING UNIT WHICH REQUIRE A SPECIAL USE PURSUANT TO 17-3-0207-TT AND 13-7-0207-A.4C, RESPECTIVELY, AND 17-13-0900 OF THE CHICAGO ZONING ORDINANCE), APPROXIMATELY 3,900 SQUARE FEET OF GROUND FLOOR COMMERCIAL/RETAIL SPACE AND TEN OFF-STREET PARKING SPACES.

- (A) FLOOR AREA RATIO: 5.00. TOTAL FLOOR AREA IS 73,440 SQUARE FEET
- (B) MINIMUM LOT AREA: 66 DWELLING UNITS WILL BE AT 200 SQUARE FEET AND 8 DWELLING UNITS WILL BE AT 135 SQUARE FEET. $66 * 200 = 13,200 + 8 * 135 = 1,080$; $13,200 + 1,080 = 14,280$ SQUARE FEET
- (C) THE AMOUNT OF OFF-STREET PARKING: 10. APPLICANT IS SEEKING A PARKING REDUCTION BASED ON ITS STANDING AS A TRANSIT SERVED LOCATION. APPLICANT WILL COMPLY WITH THE NEW EQUITABLE TRANSIT-SERVED LOCATION AS PER SECTION 17-3-0308-(1-5) SPECIFIC CRITERIA FOR TRANSIT-SERVED LOCATIONS AND SECTION 17-10-0102-B OF THE CHICAGO ZONING ORDINANCE.

APPLICANT'S RESPONSE FOR SECTION 17-3-0308-(1-5) COMPLIANCE:

17-3-0308 SPECIFIC CRITERIA FOR TRANSIT-SERVED LOCATIONS. IN B AND C DISTRICTS, ANY NEW CONSTRUCTION WITHIN 2,640 FEET OF A CTA OR METRA RAIL STATION ENTRANCE OR EXIT MUST SATISFY ALL OF THE FOLLOWING SPECIFIC CRITERIA:

I. THE PROJECT COMPLIES WITH THE APPLICABLE STANDARDS OF SECTION 17-10-0102-B:

THE PROJECT COMPLIES WITH THE APPLICABLE STANDARDS OF SECTION 17-10-0102-B. THE PROJECT IS A RESIDENTIAL BUILDING LOCATED WITHIN 2,640 FEET OF A CTA RAIL STATION AND THE PROJECT CALLS FOR A REDUCTION IN THE MINIMUM OFF-STREET PARKING RATIO FROM 74 PARKING SPACES TO 10 PARKING SPACES (86% REDUCTION).

THE PROJECT WILL ALSO ADHERE TO SECTION 17-10-0102-B.2 BY PROVIDING AT LEAST ONE BICYCLE PARKING SPACE FOR EACH AUTOMOBILE PARKING SPACE THAT WOULD OTHERWISE BE REQUIRED UNDER THE APPLICABLE STANDARDS.

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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*.

THE PROJECT WILL COMPLY WITH ALL APPLICABLE STANDARDS AND REGULATIONS OF SECTION 17-3-0504, INCLUDING, BUT NOT LIMITED TO THE LOCATION OF ENTRYWAYS, WINDOW TRANSPARENCY, VEHICLE ACCESS, AND PARKING LOCATION.

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 WILL COMPLY WITH THE GENERAL GOALS SET FORTH IN THE TRANSIT FRIENDLY DEVELOPMENT GUIDE AND WILL PROVIDE RETAIL OPPORTUNITIES ADJACENT TO THE WESTERN AVENUE CTA BROWN LINE STATION AND WILL PROVIDE A HIGH DENSITY MIXED-USE BUILDING WHICH WILL ADD TO THE OVERALL INTEREST AND VALUE OF THE SURROUNDING PROPERTIES AND AREA.

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 IS A RESIDENTIAL BUILDING AND THE MINIMUM AUTOMOBILE PARKING RATIO FOR THE APPLICABLE DISTRICT IS 74 PARKING SPACES. THE PROJECT WILL OFFER 10 PARKING SPACES ON SITE, SO THERE WILL NOT BE PARKING SPACES IN EXCESS OF 50% OF THE MINIMUM PARKING RATIO.

5. THE PROJECT COMPLIES WITH THE TRAVEL DEMAND STUDY AND MANAGEMENT PLAN RULES OF THE CHICAGO DEPARTMENT OF TRANSPORTATION.

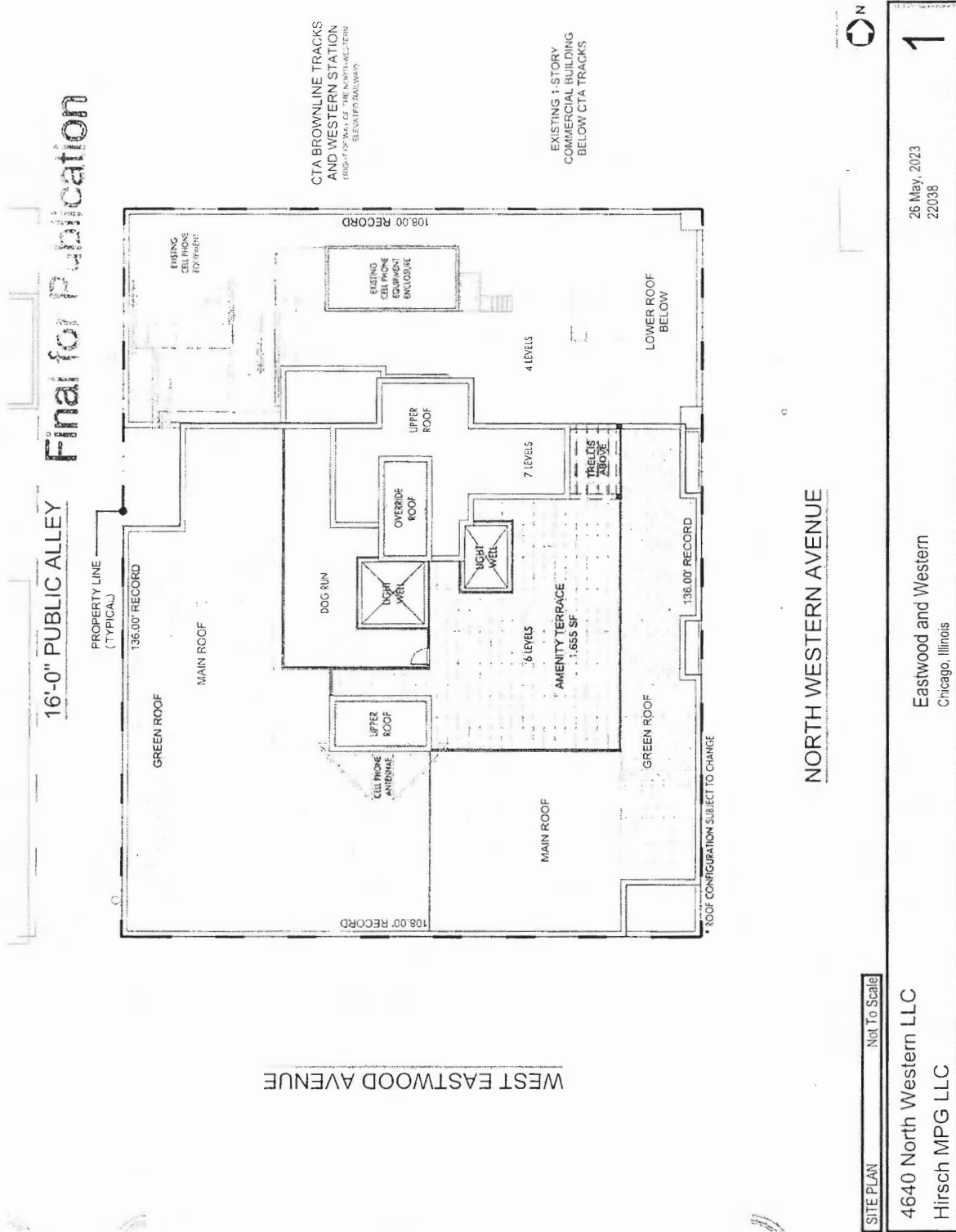
DEVELOPER'S APPLICATION WAS FILED PRIOR TO THE POSTING OF THE TRAVEL DEMAND STUDY AND MANAGEMENT PLAN GUIDELINES ON JUNE 16, 2023. ACCORDINGLY, THE PROJECT IS NOT SUBJECT TO THESE GUIDELINES.

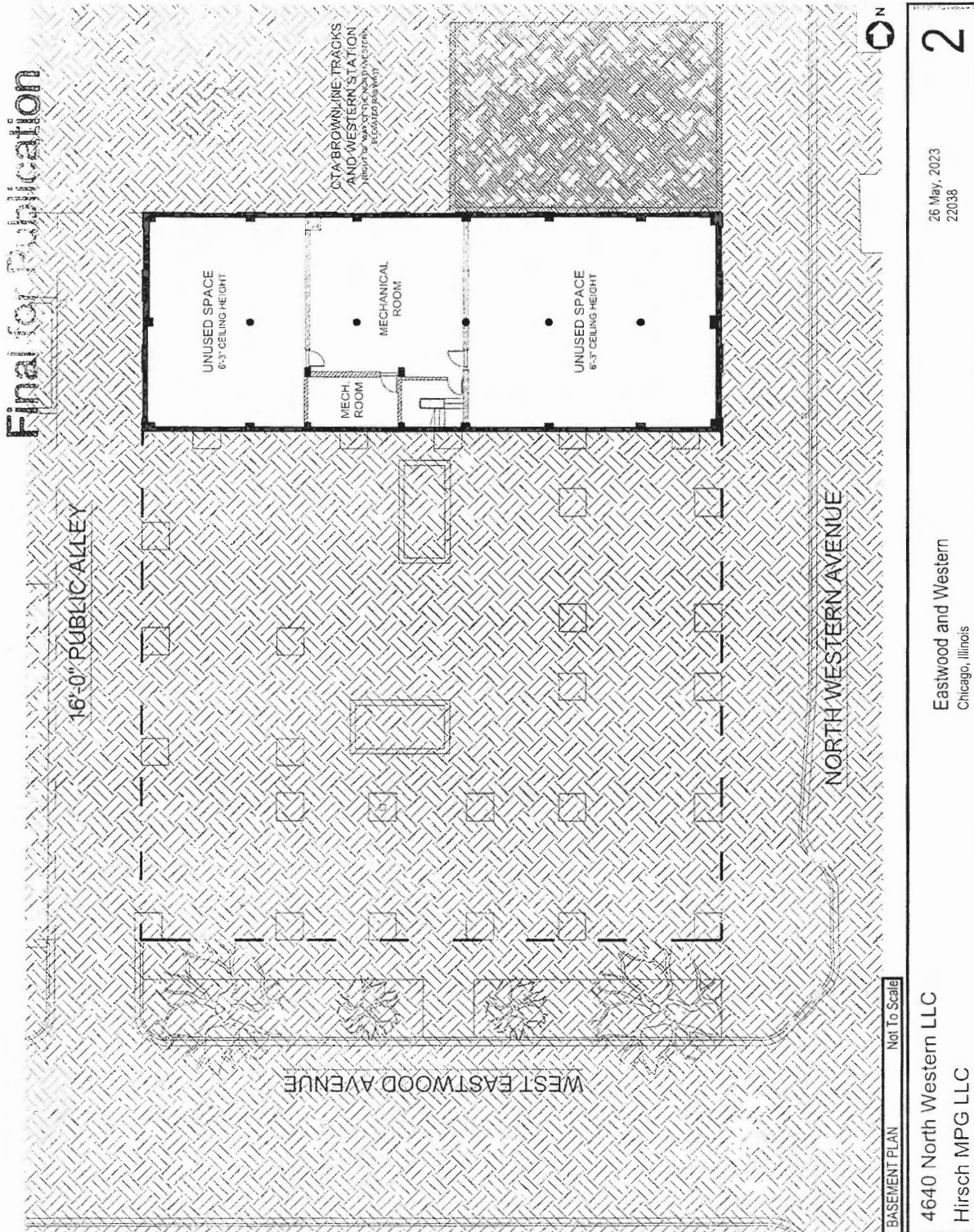
(D) SETBACKS:

1. FRONT SETBACK: 0 FEET, 0 INCHES
2. REAR SETBACK: 0 FEET, 0 INCHES. VARIATION REQUIRED PURSUANT TO CHICAGO ZONING ORDINANCE SECTION 17-13-1101
3. SIDE SETBACKS: 0 FEET, 0 INCHES (SOUTH) AND 0 FEET, 0 INCHES (NORTH)

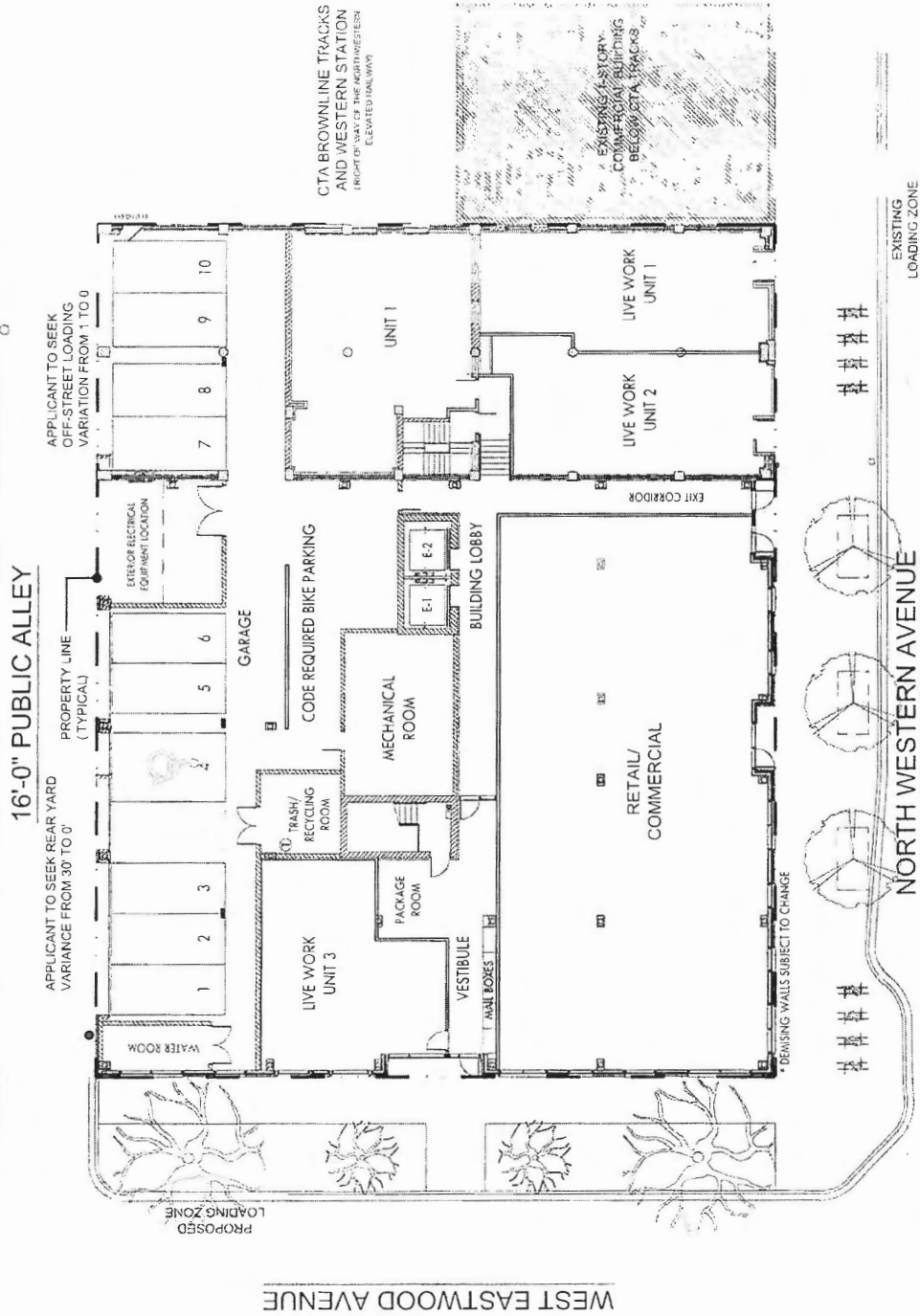
(E) BUILDING HEIGHT: 79 FEET, 0 INCHES

(F) THE NUMBER OF OFF-STREET LOADING BERTHS: 0. VARIATION REQUIRED PURSUANT TO CHICAGO ZONING ORDINANCE SECTION 17-13-1101





Final for publication



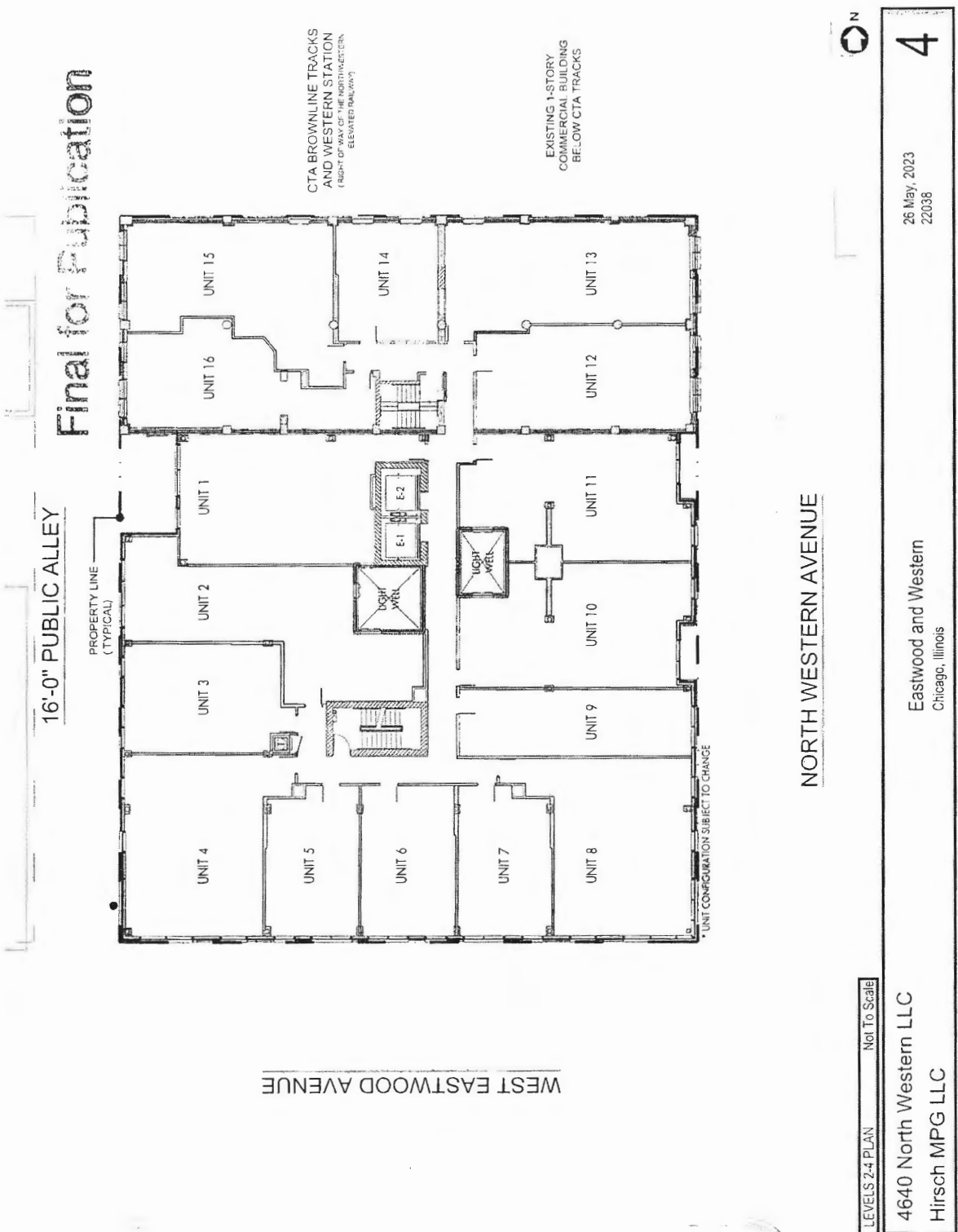
LEVEL 1 PLAN Not To Scale

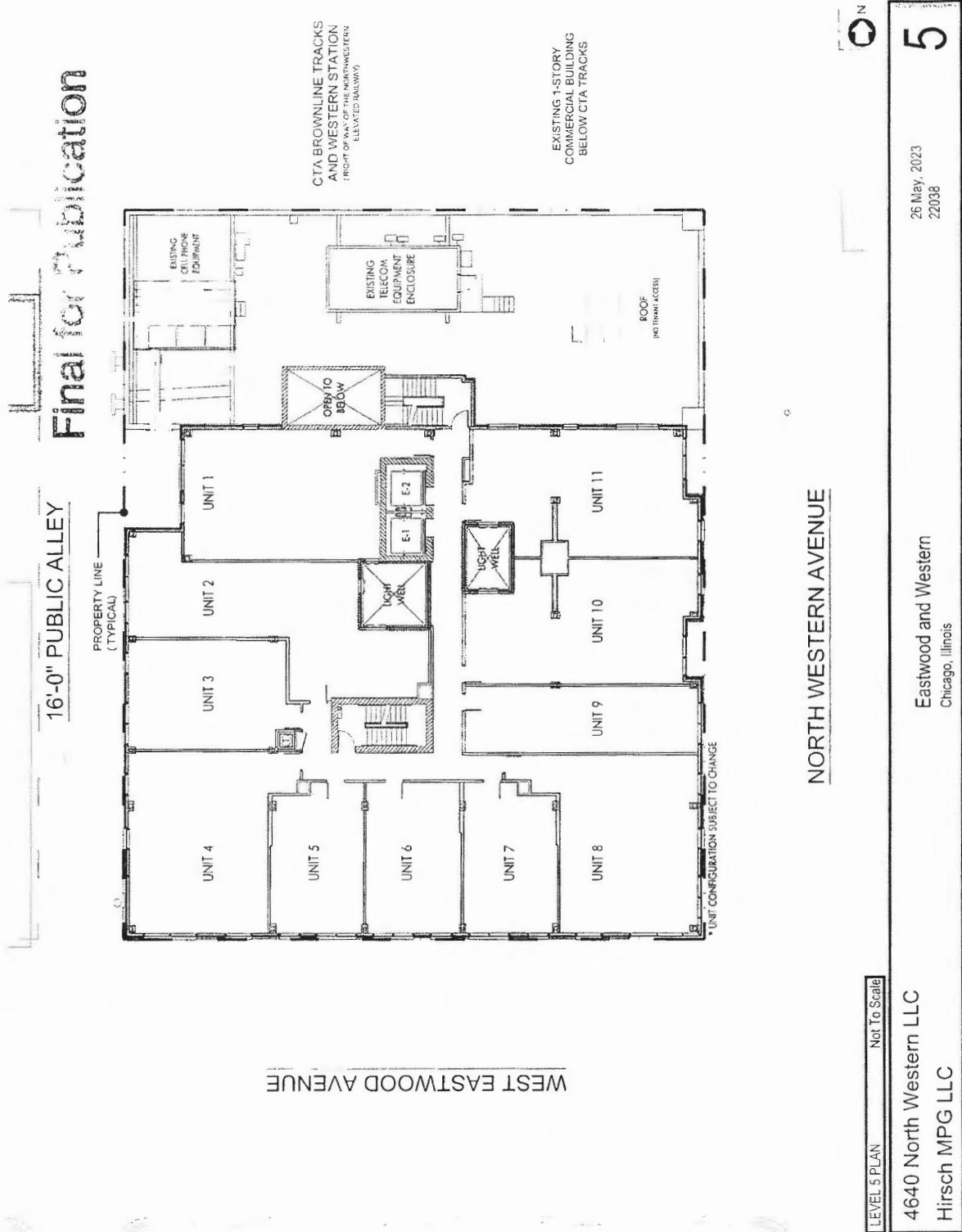
4640 North Western LLC

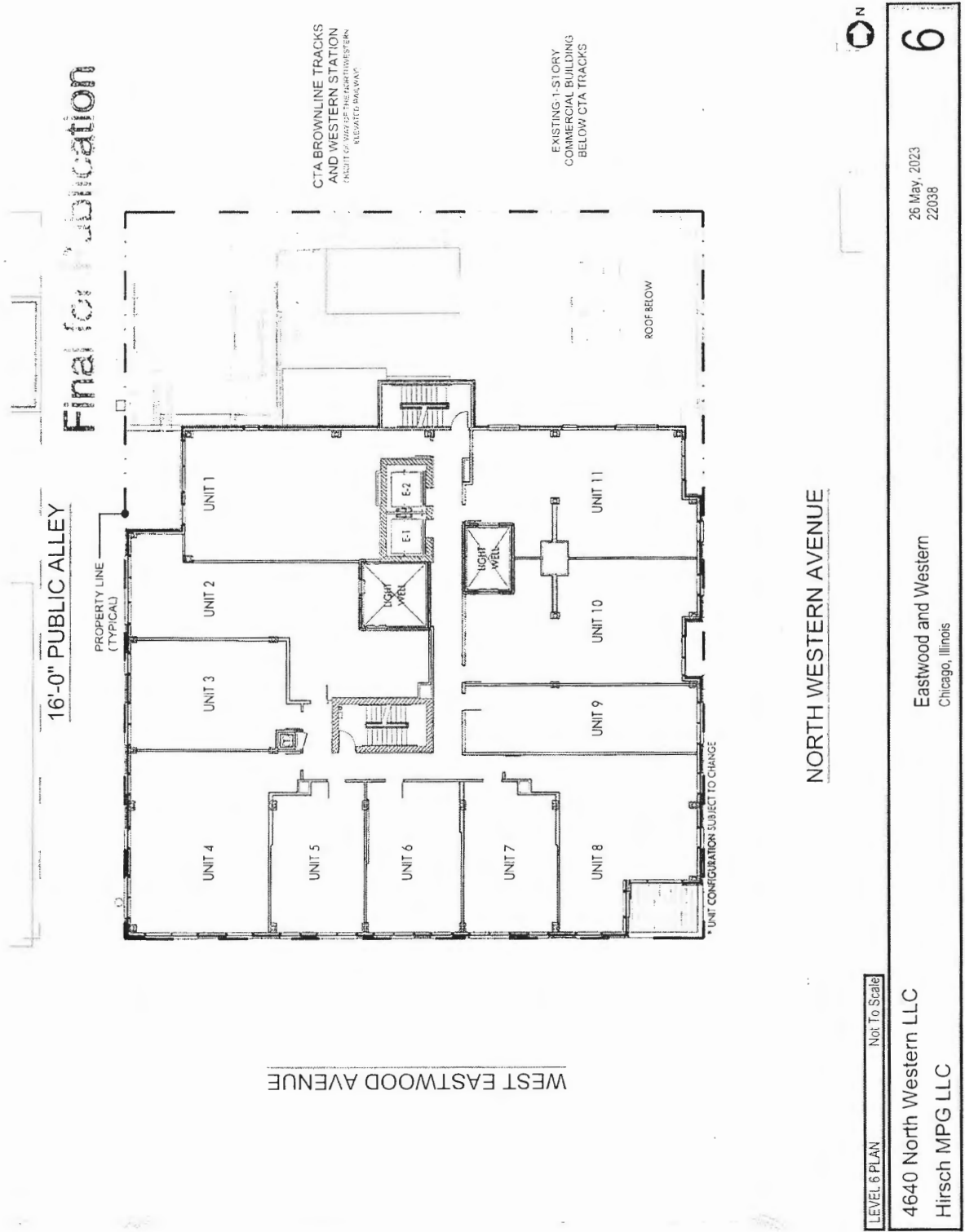
Hirsch MPG LLC

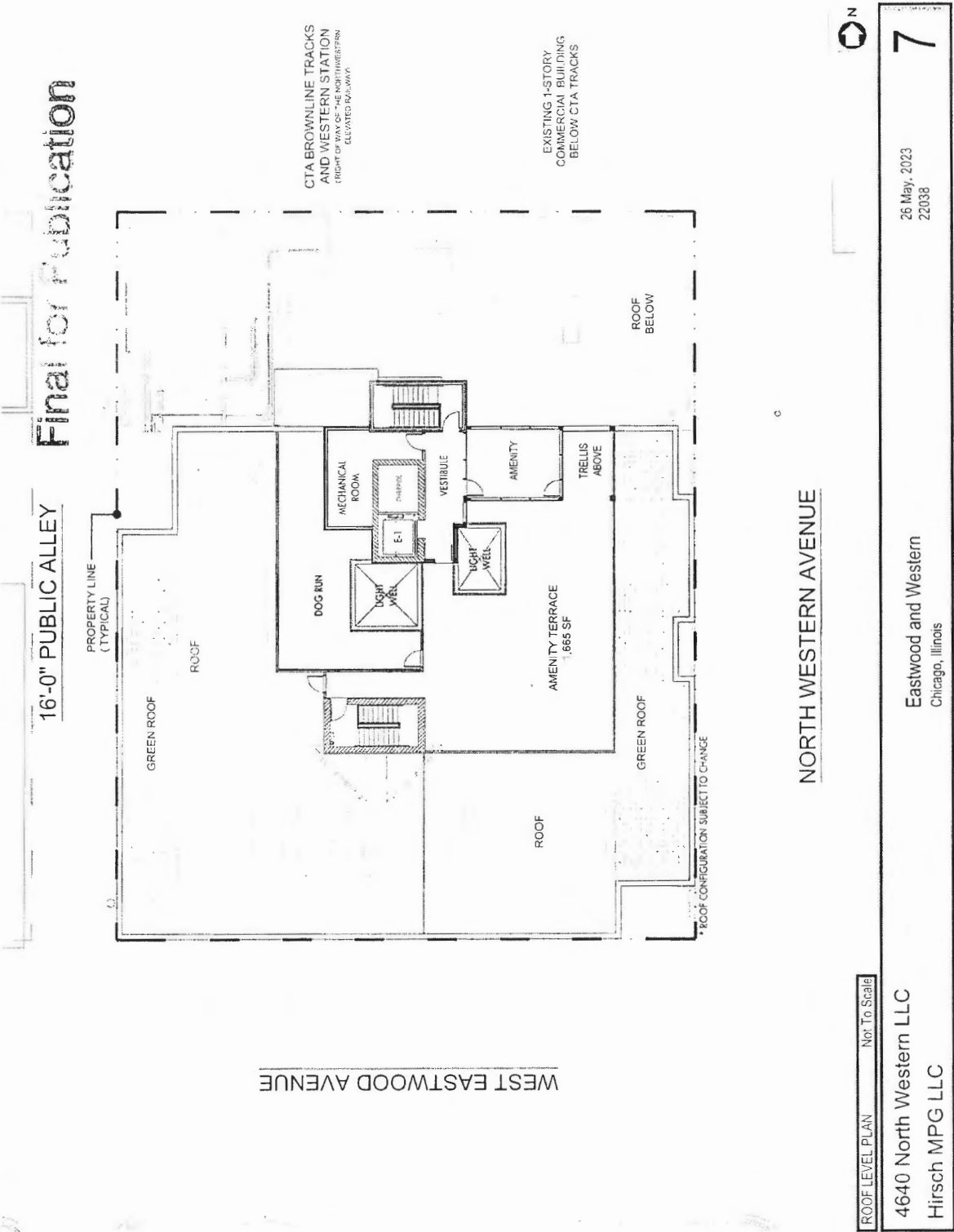
Eastwood and Western
Chicago, Illinois26 May, 2023
22038

3

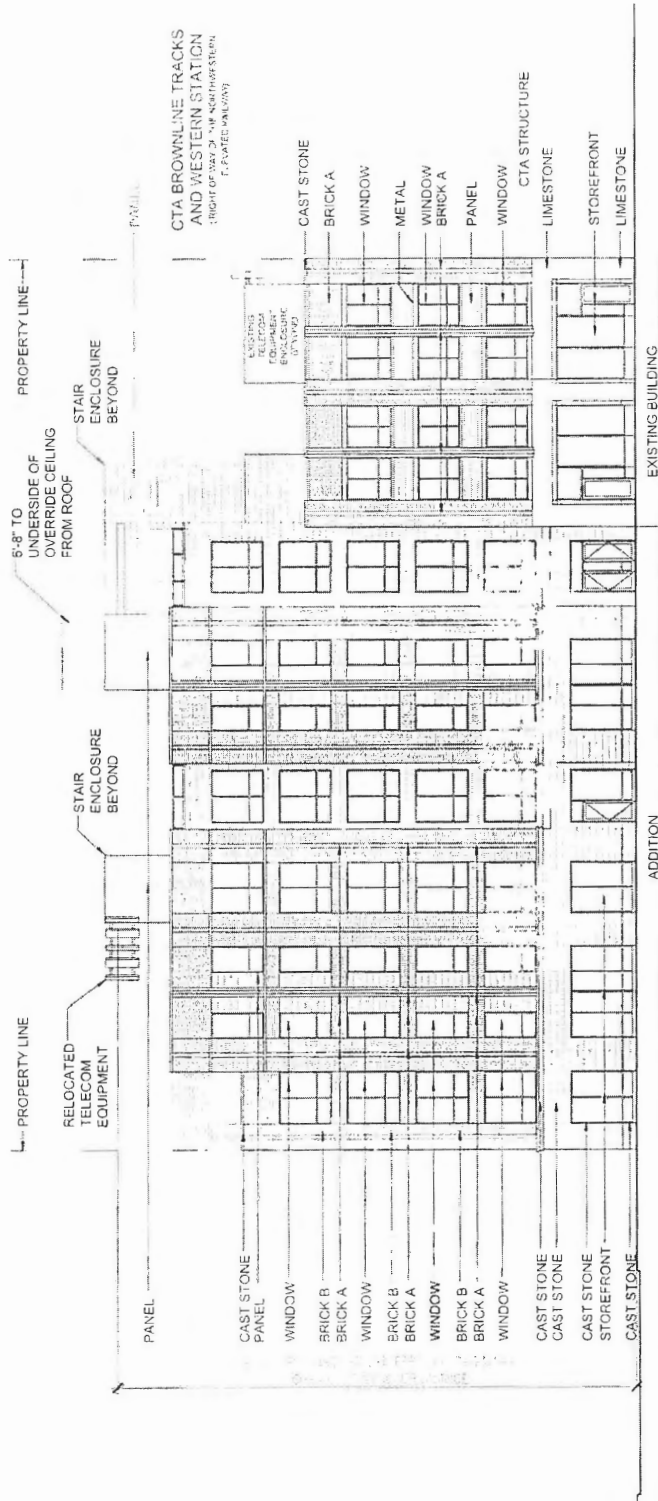








Final Location



EAST ELEVATION Not To Scale

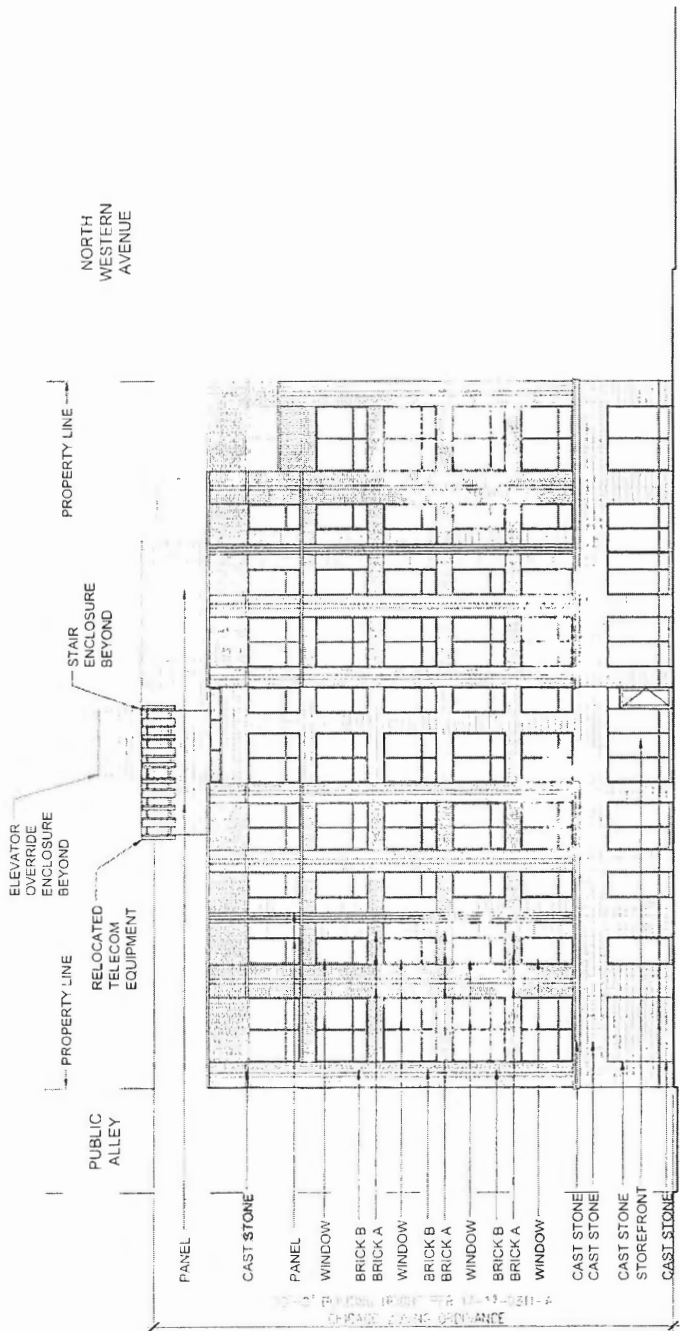
4640 North Western LLC
Hirsch MPG LLC

Eastwood and Western
Chicago, Illinois

26 May, 2023
22038

8

Final for Publication



SOUTH ELEVATION Not To Scale

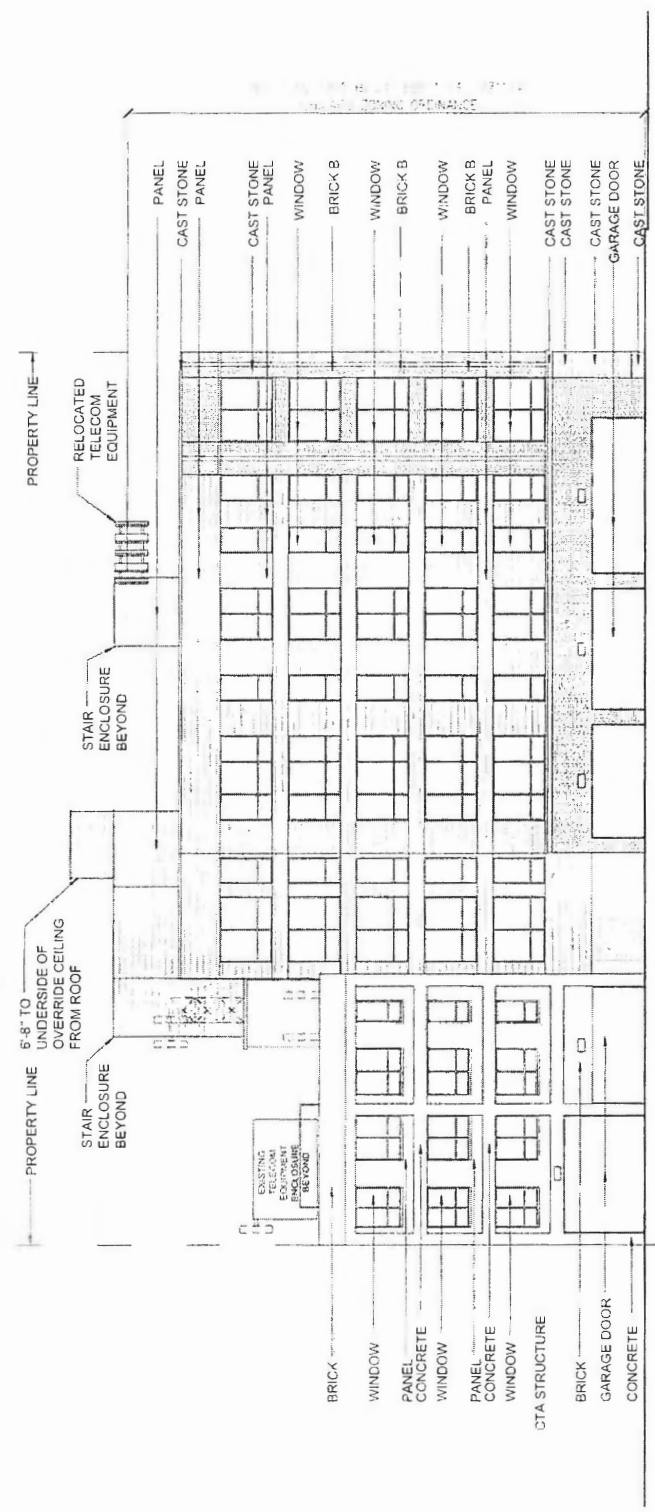
4640 North Western LLC
Hirsch MPG LLC

Eastwood and Western
Chicago, Illinois

26 May, 2023
22038

9

Final Publication



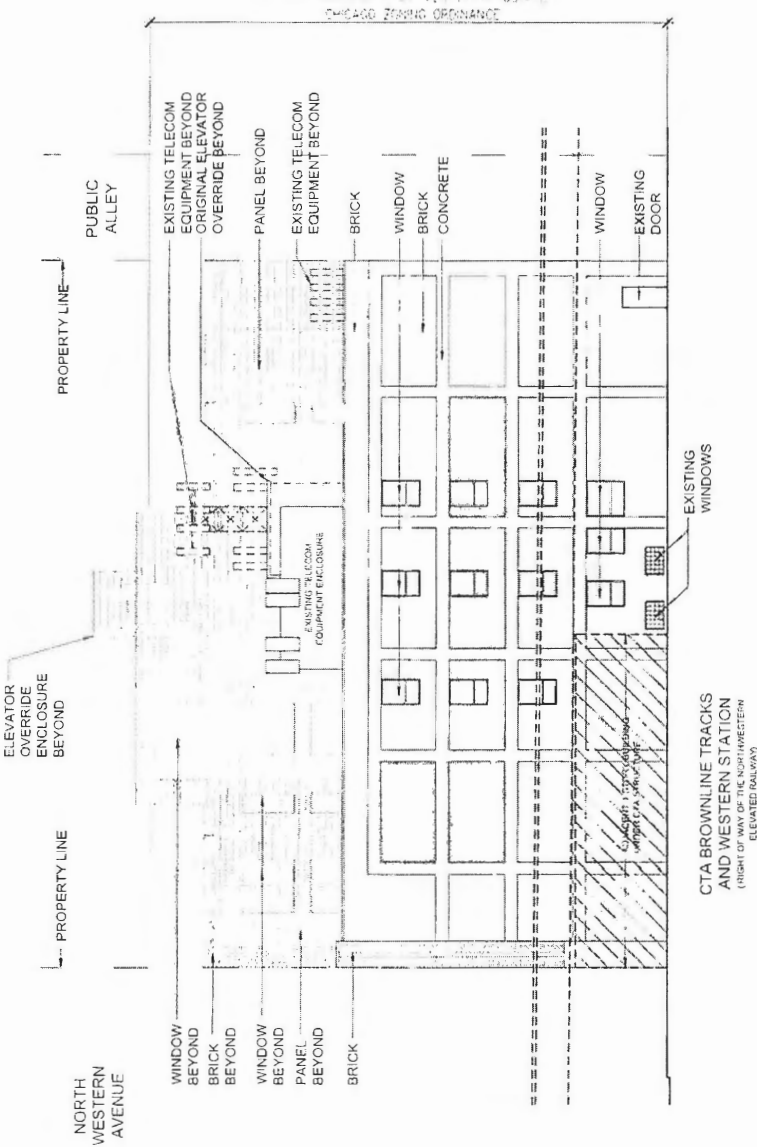
WEST ELEVATION Not To Scale

4640 North Western LLC
Hirsch MPG LLC

Eastwood and Western
Chicago, Illinois

26 May, 2023
22038

Final for Publication



NORTH ELEVATION
Not To Scale
4640 North Western LLC
Hirsch MPG LLC

Eastwood and Western
Chicago, Illinois

26 May, 2023
22038

Reclassification Of Area Shown On Map No. 11-M.

(Application No. 22212)

(Common Address: 5900 W. Irving Park Rd.)

[O2023-2295/O2023-0002144]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the current B3-1 Community Shopping District as shown on Map 11-M in the area 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,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Reclassification Of Area Shown On Map No. 13-J.

(Application No. 22217T1)

(Common Address: 3348 -- 3358 W. Foster Ave.)

[O2023-2287/O2023-0002173]

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 B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 13-J in the area 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,

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.

[Title Sheet; Ground, Second, Third, Fourth and Fifth Floor Plans; Roof Deck Plan; Front, Back/North, Left/East and Right/West Building Elevations; and Cross Section and Building Depictions attached to this ordinance printed on pages 2169 through 2179 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Public Hearing

17-13-0303-C(1) Type 1 Narrative & Plans – 3348-3358 W. Foster Ave., Chicago, IL

Proposed Zoning: B3-3 Community Shopping District

Lot Area: 15,625 square feet

Proposed Land Use: The Applicant is proposing develop the subject property with a new five-story mixed-use building containing retail space at grade and forty-seven (47) residential units above. The proposed retail space (divisible) will occupy approximately 5,145 sq. ft. of floor area on the building's first floor. The forty-seven (47) residential units will be located on the four floors above grade. The proposed building will be masonry in construction. It will measure 57 feet and 9¼ inches in height. The subject property is a transit served location based on its proximity to the CTA Station at Kimball. The building will be supported by twenty-two (22) off-street parking spaces.

(A) The Project's Floor Area Ratio: 59,094 square feet (3.78 FAR)

(B) The Project's Density (Minimum Lot Area Per D.U.): 332.45 square feet per D.U.
(47 dwelling unit proposed)

(C) The amount of off-street parking: *22 vehicle parking spaces

(D) Setbacks:

- a. Front Setback: 0
- b. Rear Setback: 2 feet at the first floor;
30 feet for the residential floors
- c. Side Setbacks:
 - West Side: 0 feet
 - East Side: 0 feet

(E) Building Height: 57 feet – 9¼ inches

*The Applicant will seek an Administrative Adjustment to allow the proposed parking ratio consistent with the eTOD Ordinance.

17-0308 Ordinance

Subject Property: 3348-3358 W. Foster Ave., Chicago, IL

Sec. 17-3-0308 Criteria for Transit-Served Locations – Supplemental Narrative Zoning Analysis

1. The project complies with the applicable standards of Sec. 17-10-0102-B because the subject property is located within 2,640 linear feet of the Kimball Brown Line CTA Station. The proposed mixed-use building will be supported by at least eight forty-seven (47) off-street bicycle parking spaces. The Applicant intends on seeking an Administrative Adjustment to permit the parking ratio.
2. The proposed mixed-use building will comply with Sec. 17-3-0504 because its front setback will be at the front property line, the entrance width does not exceed 12 ft., the entrance depth does not exceed the entrance width, the entrance is not more than two-stories in height, the proposed building elevations comply with the window transparency requirements, the front doors to the retail space are located along W. Foster Ave. While the future retail tenants have not yet been identified, the future retail uses will comply with the permitted uses in the B3 Zoning District.
3. The Transit Friendly Development Guide defines 'transit friendly development' as [d]evelopment which is oriented towards and integrated with adjacent transit. The proposed five-story mixed-use building incorporates accessibility and connectivity to the Kimball Brown Line CTA Station, which is located south of the subject property. The project also offers onsite bicycle parking and storage. The Applicant believes the project will help improve the pedestrian way along both W. Foster Ave. and N. Kimball Ave. for residents and other commuters traveling in the subject area.
4. The proposed mixed-use development contemplates forty-seven (47) residential units. Twenty-two (22) off-street parking will be provided. The Applicant intends on seeking an Administrative Adjustment to permit the parking reduction consistent with the eTOD Ordinance.
5. The Applicant believes the proposed mixed-use building will provide appropriate density in a north side neighborhood within which the subject property is located. Further, and based on the subject property's proximity to mass transit, the Applicant believes the project complies with the Travel Demand Study and Management Plan rules promulgated by the Department of Transportation by serving an area in need.

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PROPOSED MIXED USE 47 UNIT APARTMENTS

3352-3358 WEST FOSTER AVE

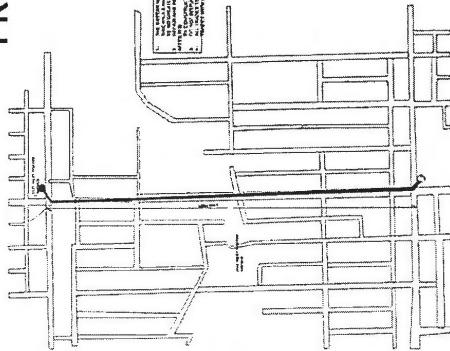
CHICAGO, ILLINOIS 60625

ERECT A NEW 5 STORY, MIXED-USE BUILDING

COMPLETE WITH 47 APARTMENTS AND 2 COMMERCIAL UNITS AND AN ENCLOSED PARKING GARAGE FOR 22 VEHICLES/3 EV CHARGING STATIONS

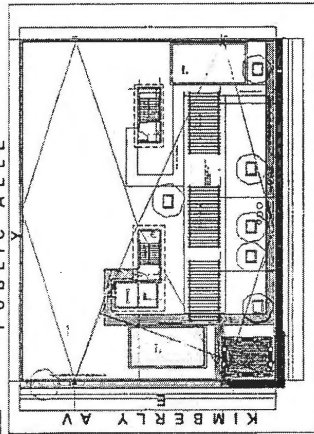
TYPE 1B CONSTRUCTION-R2 AND B MIXED OCCUPANCIES

BUILDING WILL BE FULLY FIRE PROTECTED AND MONITORED WITH A FIRE ALARM SYSTEMS



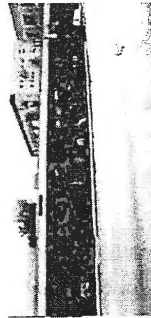
PARKING REDUCTION DISTANCE

PUBLIC ALLEY



ROOF PLAN

FOSTER AV



| NO. | DESCRIPTION | QTY | UNIT | PRICE | TOTAL |
|-----|--------------|-----|------|-------|-------|
| 1 | FOUNDATION | 1 | 1 | 10000 | 10000 |
| 2 | 1ST FLOOR | 1 | 1 | 10000 | 10000 |
| 3 | 2ND FLOOR | 1 | 1 | 10000 | 10000 |
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| 8 | MECHANICAL | 1 | 1 | 10000 | 10000 |
| 9 | ELECTRICAL | 1 | 1 | 10000 | 10000 |
| 10 | PLUMBING | 1 | 1 | 10000 | 10000 |
| 11 | PAINT | 1 | 1 | 10000 | 10000 |
| 12 | LANDSCAPE | 1 | 1 | 10000 | 10000 |
| 13 | PERMITS | 1 | 1 | 10000 | 10000 |
| 14 | CONSTRUCTION | 1 | 1 | 10000 | 10000 |
| 15 | DEMOLITION | 1 | 1 | 10000 | 10000 |
| 16 | FOUNDATION | 1 | 1 | 10000 | 10000 |
| 17 | 1ST FLOOR | 1 | 1 | 10000 | 10000 |
| 18 | 2ND FLOOR | 1 | 1 | 10000 | 10000 |
| 19 | 3RD FLOOR | 1 | 1 | 10000 | 10000 |
| 20 | 4TH FLOOR | 1 | 1 | 10000 | 10000 |
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| 22 | ROOF | 1 | 1 | 10000 | 10000 |
| 23 | MECHANICAL | 1 | 1 | 10000 | 10000 |
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| 25 | PLUMBING | 1 | 1 | 10000 | 10000 |
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| 27 | LANDSCAPE | 1 | 1 | 10000 | 10000 |
| 28 | PERMITS | 1 | 1 | 10000 | 10000 |
| 29 | CONSTRUCTION | 1 | 1 | 10000 | 10000 |
| 30 | DEMOLITION | 1 | 1 | 10000 | 10000 |

| NO. | DESCRIPTION | QTY | UNIT | PRICE | TOTAL |
|-----|--------------|-----|------|-------|-------|
| 1 | FOUNDATION | 1 | 1 | 10000 | 10000 |
| 2 | 1ST FLOOR | 1 | 1 | 10000 | 10000 |
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| 13 | PERMITS | 1 | 1 | 10000 | 10000 |
| 14 | CONSTRUCTION | 1 | 1 | 10000 | 10000 |
| 15 | DEMOLITION | 1 | 1 | 10000 | 10000 |
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| 29 | CONSTRUCTION | 1 | 1 | 10000 | 10000 |
| 30 | DEMOLITION | 1 | 1 | 10000 | 10000 |

STATEMENT OF COMPLIANCE

THE ARCHITECT HAS REVIEWED THE ATTACHED PLANS AND SPECIFICATIONS AND CERTIFIES THAT THE SAME COMPLY WITH THE REQUIREMENTS OF CHAPTER 12B OF THE ILLINOIS BUILDING CODE, 2015 EDITION, AND THE ILLINOIS ACCESSIBILITY CODE (IL ADI CODE 401) AND ILLINOIS ACCESSIBILITY CODE (IL ADI CODE 401).

DATED: 07/19/2023 BY: DATE 19/07/2023

ENERGY CONSERVATION CODE COMPLIANCE

THE ARCHITECT HAS REVIEWED THE ATTACHED PLANS AND SPECIFICATIONS AND CERTIFIES THAT THE SAME COMPLY WITH THE REQUIREMENTS OF CHAPTER 12B OF THE ILLINOIS BUILDING CODE, 2015 EDITION, AND THE ILLINOIS ACCESSIBILITY CODE (IL ADI CODE 401) AND ILLINOIS ACCESSIBILITY CODE (IL ADI CODE 401).

DATED: 07/19/2023 BY: DATE 19/07/2023

| FLOOR | TYPE | AREA | CONSTRUCTION | TYPE | AREA |
|-------|---------|----------|--------------|---------|----------|
| 1 | UNIT 1 | 1,234.56 | UNIT 1 | UNIT 1 | 1,234.56 |
| 2 | UNIT 2 | 1,234.56 | UNIT 2 | UNIT 2 | 1,234.56 |
| 3 | UNIT 3 | 1,234.56 | UNIT 3 | UNIT 3 | 1,234.56 |
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| 14 | UNIT 14 | 1,234.56 | UNIT 14 | UNIT 14 | 1,234.56 |
| 15 | UNIT 15 | 1,234.56 | UNIT 15 | UNIT 15 | 1,234.56 |
| 16 | UNIT 16 | 1,234.56 | UNIT 16 | UNIT 16 | 1,234.56 |
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T-2

TITLE SHEET

3352 WEST FOSTER AVE
CHICAGO, IL 60625

M I DARWISH ARCHITECT

ARCHITECTURE - INTERIOR DESIGN - CONSTRUCTION DOCUMENTS

1800 O'FARRELL ST. - SUITE 1000 - CHICAGO, IL 60625

TEL: 312.555.1234 FAX: 312.555.1235

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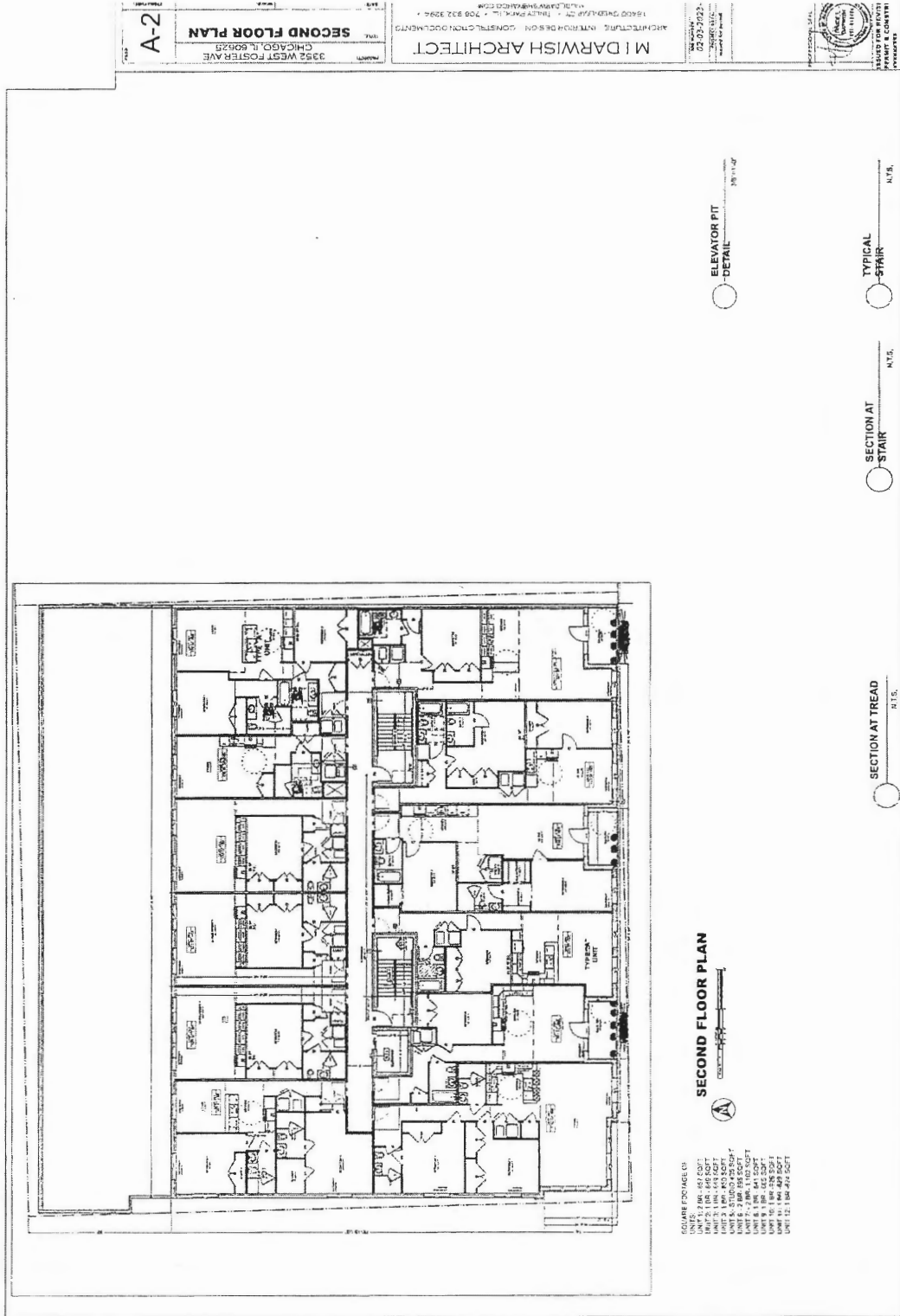
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REVISIONS

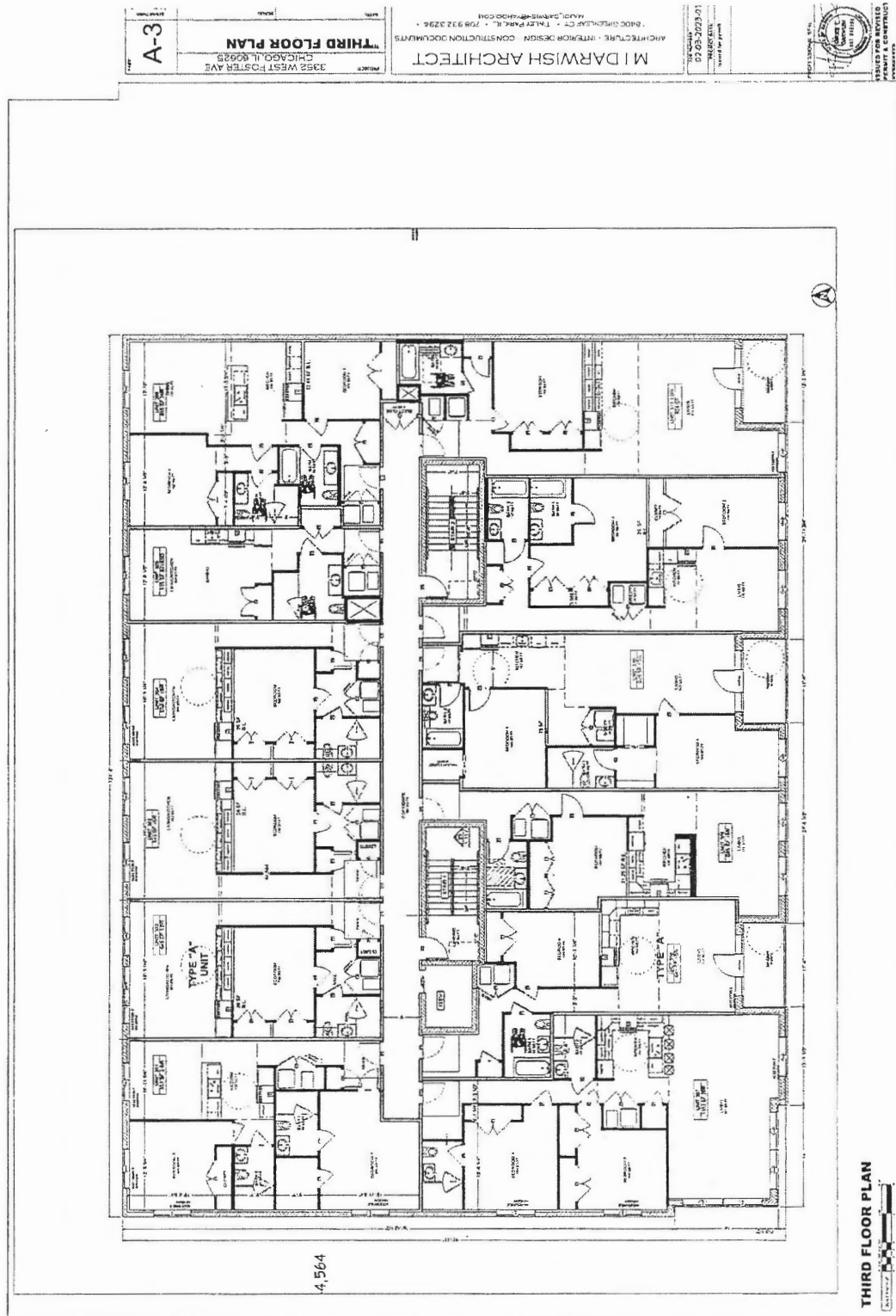
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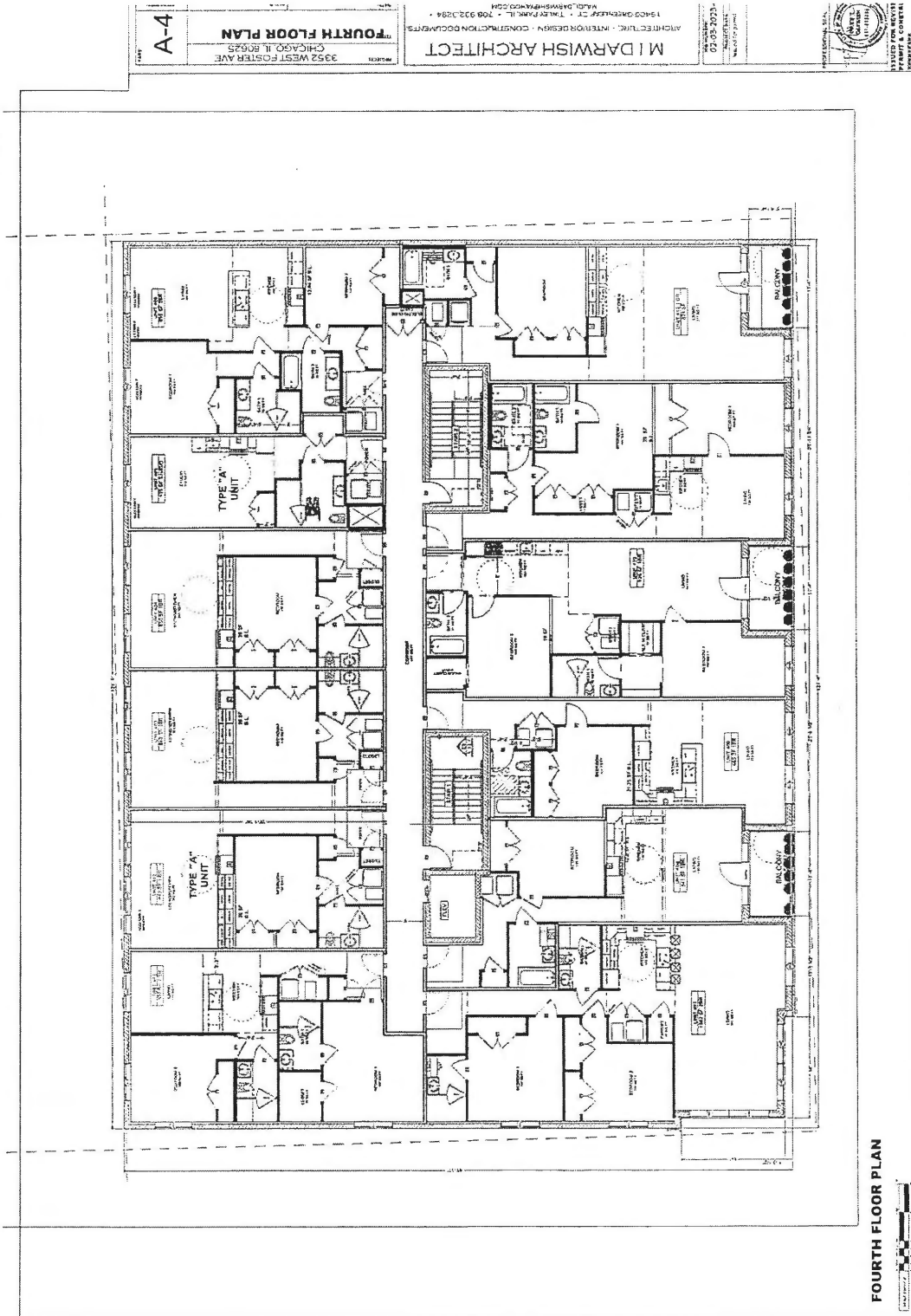
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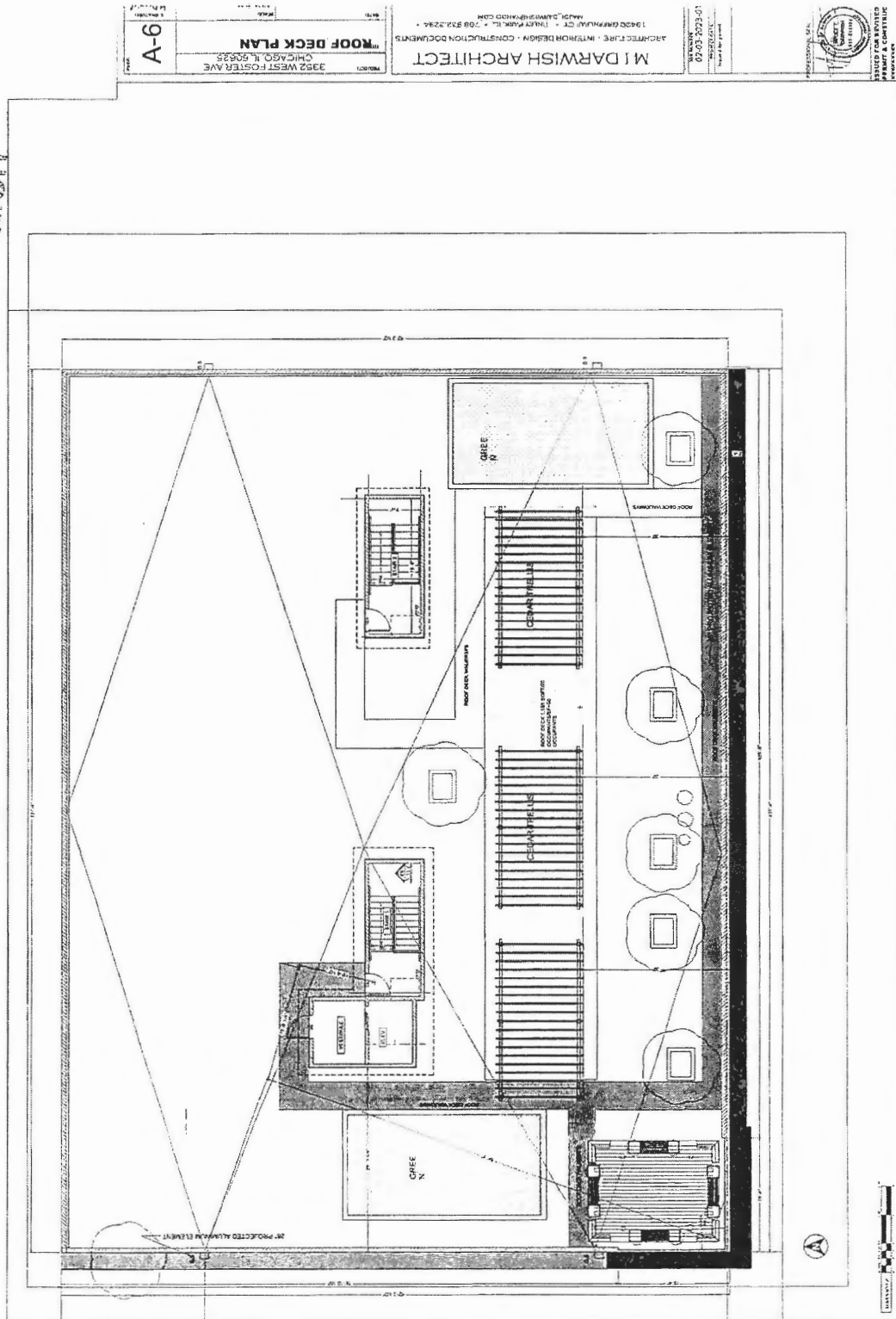


Final Report

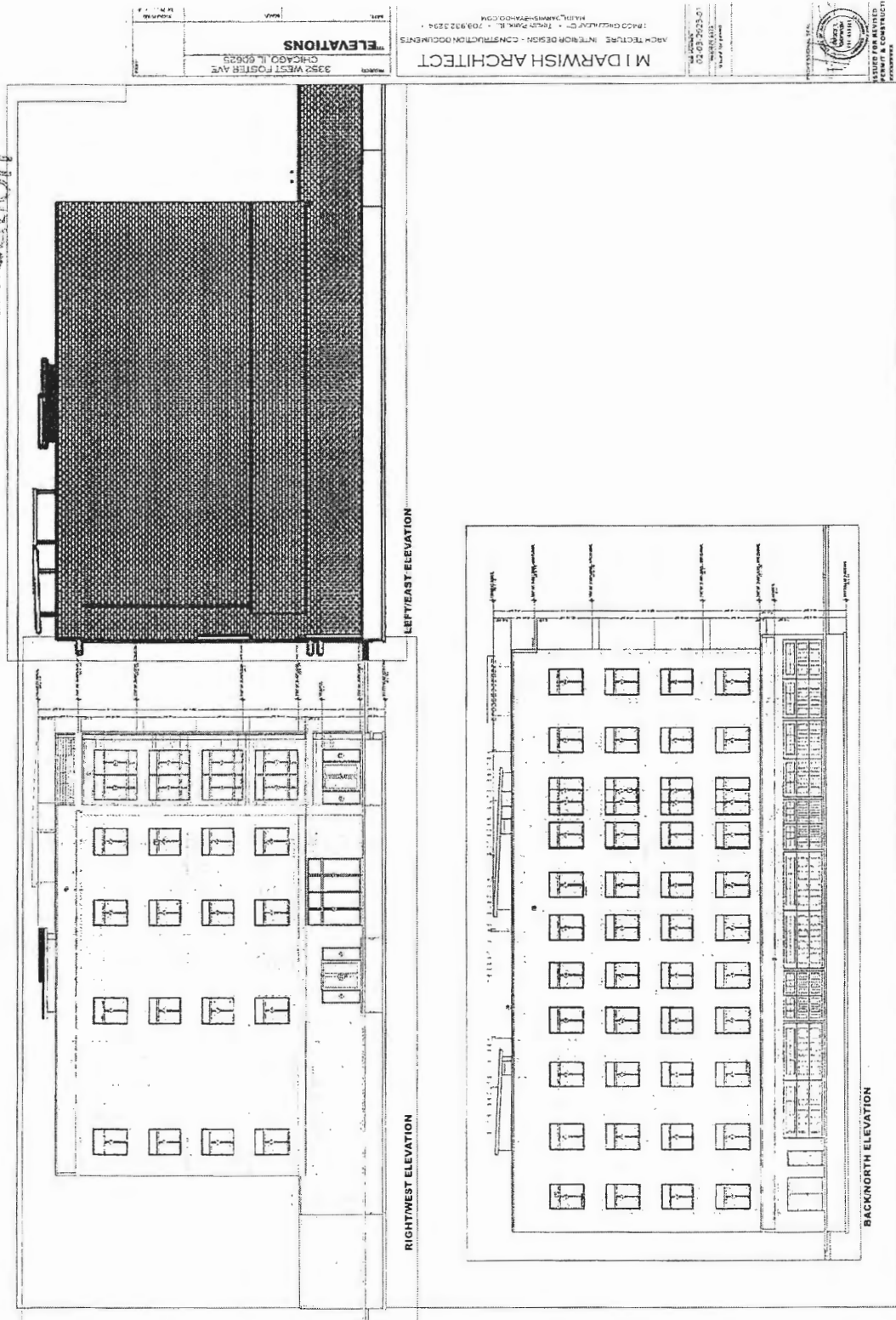


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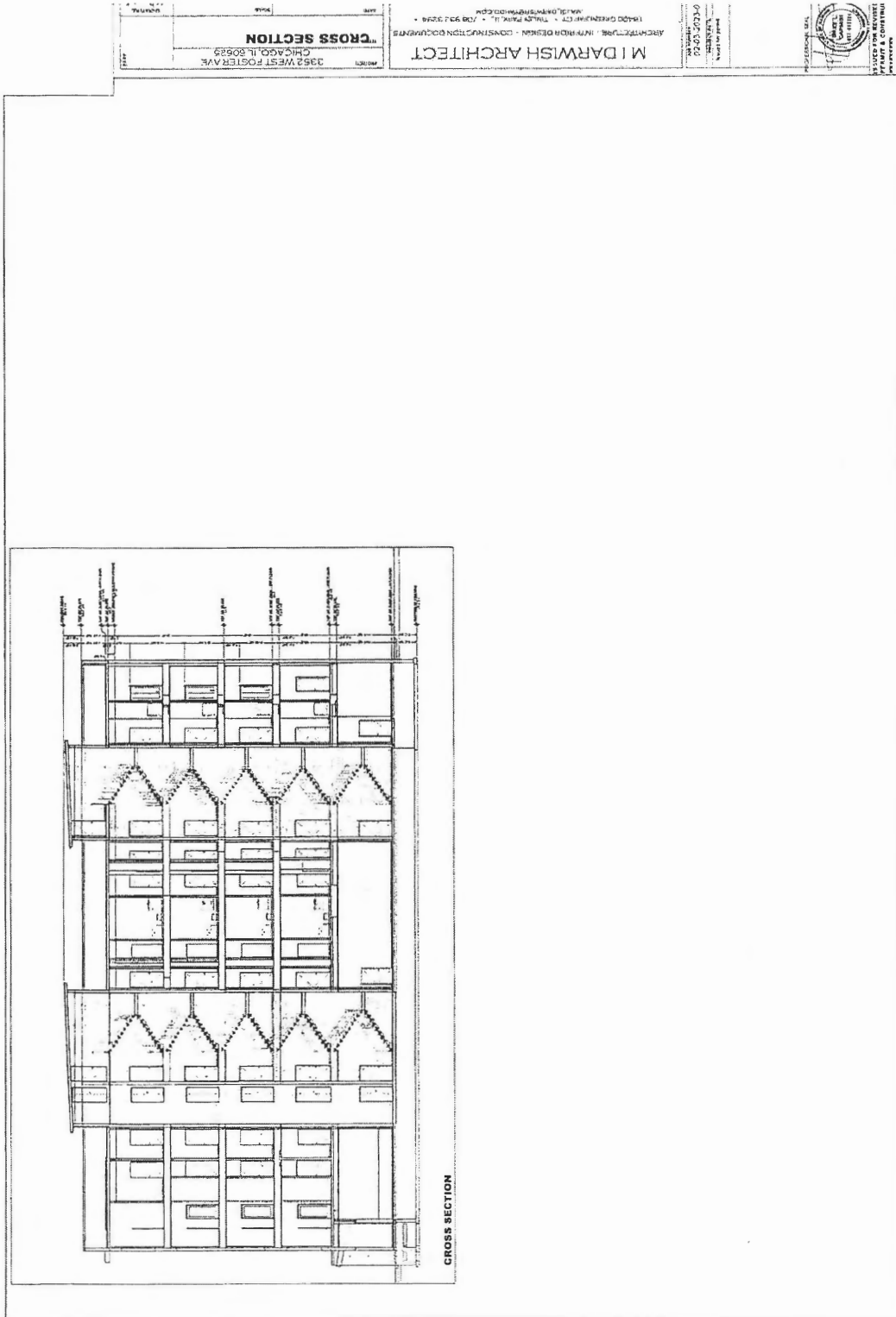
Final for Publication



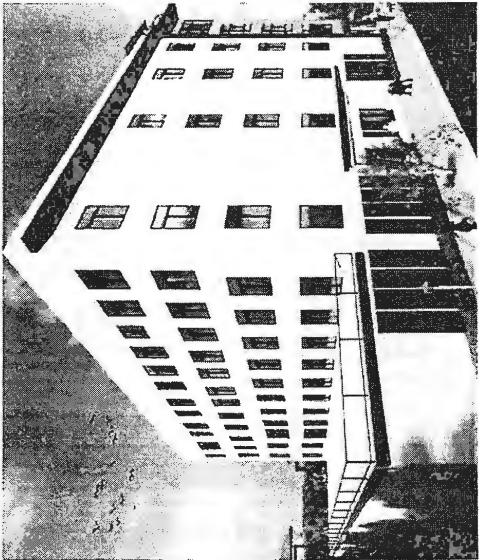
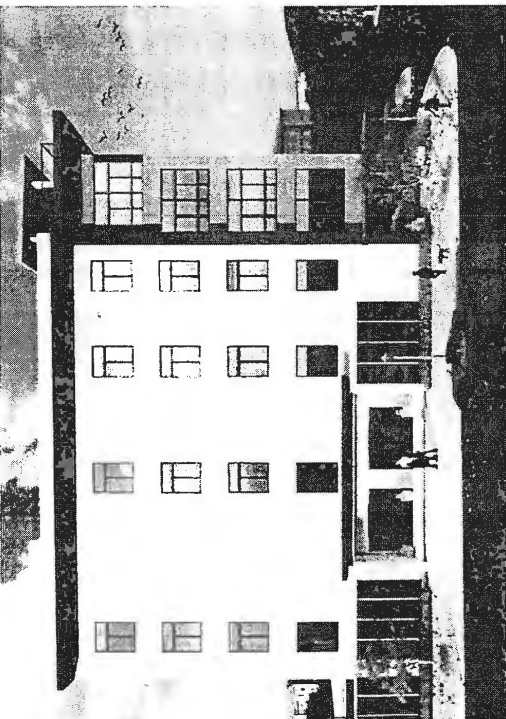
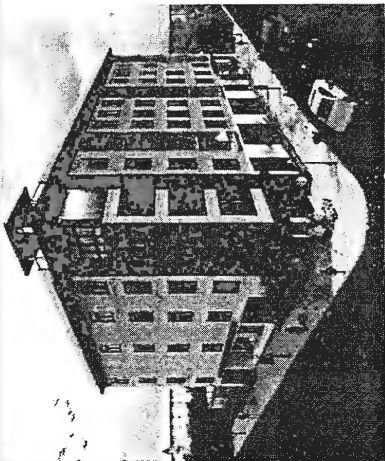
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Final for Publication



Final for Publication



3322 WEST POSTER AVE
CHICAGO, IL 60632

DATE: 07/19/2023
PROJECT: 07-03-2023-0

M I DARWISH ARCHITECT
ARCHITECTURE, INTERIOR DESIGN, CONSTRUCTION DOCUMENTS
1840 S WICKLIFF CT, CHICAGO, IL 60608
TEL: 773.932.3294

SEAL OF THE CITY OF CHICAGO
OFFICE OF THE CLERK OF THE BOARD OF BUILDING
RECEIVED FOR REVIEW
DATE: 07/19/2023

Reclassification Of Area Shown On Map No. 14-J.

(Application No. 22185)

(Common Address: 3742 W. 59th St)

[O2023-2011/O2023-0002711]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols as shown on Map Number 14-J in the area bounded by:

the public alley next north of and parallel to West 59th Street; a line 177.97 feet east of and parallel to South Hamlin Avenue; West 59th Street; and a line 152.97 feet east of and parallel to South Hamlin Avenue,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance takes effect after its passage and due publication.

Reclassification Of Area Shown On Map No. 18-D.

(Application No. 22163)

(Common Address: 7740 -- 7744 S. South Chicago Ave.)

[O2023-1559/O2023-0003085]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 18-D in the area bounded by:

South South Chicago Avenue; a line 658 feet southeast of and parallel to South Dante Avenue; a line 43.44 feet southwest of and parallel to South South Chicago Avenue; a line 749.01 feet southeast of and parallel to South Dante Avenue; the northeast right-of-way line of the Michigan Southern Railroad; and a line 272.80 feet southeast of and parallel to South Dante Avenue,

to those of an M2-2 Light Industry District which 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. 19-E.

(Application No. A-8834)

(Common Address: 8201 W. Higgins Rd.)

[O2023-2038/O2023-0002638]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the P.D. Number 1136 Community Planned Development symbols and indications as shown on Map Number 19-E in the area bounded by:

West Higgins Road; a line 1,553.49 feet southeasterly of the intersection of North Cumberland Avenue and West Higgins Road, as measured at the south right-of-way line of West Higgins Road and perpendicular thereto; the north right-of-way line of the John Fitzgerald Kennedy Expressway (Interstate 90); and a line 1004.83 feet southeasterly of the intersection of North Cumberland Avenue and West Higgins Road, as measured at the south right-of-way line of West Higgins Road and perpendicular thereto,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be effective after its passage and publication.

Reclassification Of Area Shown On Map No. 34-E.

(Application No. 20752)

(Common Address: 13722 S. Leyden Ave.)

[O2021-2451/O2023-0002579]

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 M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 34-E in the area bounded by:

a line 150.58 feet southeasterly of the intersection of South Leyden Avenue and South Indiana Avenue, as measured along the southwesterly line of South Leyden Avenue and perpendicular thereto; South Leyden Avenue; a line 240.58 feet southeasterly of the intersection of South Leyden Avenue and South Indiana Avenue, as measured along the southwesterly line of South Leyden Avenue and perpendicular thereto; and South Indiana Avenue,

to those of an M2-1 Light Industry District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

DESIGNATION OF GREATER TABERNACLE CATHEDRAL AT 11300 -- 11312 S. DR. MARTIN LUTHER KING, JR. DR. AND 341 -- 359 E. 113TH ST. AS CHICAGO LANDMARK.

[O2023-0002658]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 19, 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 July 18, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0001460 regarding an amendment of Municipal Code Chapters 17-12, 17-15, 17-17 and ancillary chapters regarding vintage signs.

Page 1 also contains Document Number O2023-0002658 regarding an historical landmark designation for the Greater Tabernacle Cathedral located at 11300 South Dr. Martin Luther King, Jr. Drive in the 9th Ward.

Pages 1 through 11 contain various map amendments in the 1st, 8th, 10th, 15th, 23rd, 25th, 26th, 27th, 28th, 29th, 32nd, 33rd, 36th, 37th, 38th, 39th, 41st, 44th and 47th Wards.

Lastly, page 11 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 14th, 23rd, 27th, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

Alderpersion 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 Greater Tabernacle Cathedral (the "Building"), located at 11300 -- 11312 South Dr. Martin Luther King, Jr. Drive and 341 -- 359 East 113th Street, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies four criteria for landmark designation as set forth in Sections 2-120-620 (1), (3), (4) and (5) of the Municipal Code; and

WHEREAS, Over the course of its 133-year history, the Building has fostered congregations, including Holy Rosary (1890 -- 2011), New Day Ministries International (2011 -- 2016), and Greater Tabernacle Church (2016-present). It has remained a constant in the Roseland community, as a place of worship and a center for community, education, and culture; and

WHEREAS, Holy Rosary Parish is significant as one of the first parishes to be established under the Archdiocese of Chicago following its elevation from a diocese in 1880; and

WHEREAS, Holy Rosary Parish was the first Catholic parish established to serve the Roseland-Pullman community. Its significance as the center of Catholic life in the community is illustrated by the monumental architecture of the extant church building; and

WHEREAS, The Building is associated with the early career of significant national figure, former United States President Barack Obama, who has led the nation in community organizing, and personally attributes his political formation to his time at Holy Rosary Parish with the Developing Communities Project (DCP); and

WHEREAS, From 1985 to 1988, Barack Obama led DCP from the organization's headquarters in the rectory of the Building as the first executive director of the organization. The DCP was a faith-based organization established in response to an increase in unemployment due to the closure of manufacturing plants in southeast Chicago. Under the leadership of Obama, the organization was incorporated as a non-profit in 1986, and established programming to support the community, including literacy, job training, and leadership development programs; and

WHEREAS, Obama not only formally organized DCP, but expanded the organization's mission, outreach, and participants to unify Chicago's south side residents against unsafe streets, poor living conditions, and political neglect through community organizing and social justice and educational programming. Obama's greatest achievements while with DCP include the establishment of a job training program, the expansion of a city summer-job program for South Side teenagers, a college prep tutoring program, and a tenants' rights organization in the Altgeld Gardens which led to the removal of asbestos from the housing project; and

WHEREAS, The exterior of the former Holy Rosary Church exhibits fine architectural details and craftsmanship through its design and use of materials. Designed in the Romanesque Revival style, the exterior is an exceptional example of an early twentieth-century church. It features restrained yet elegant architectural detailing, including monumental arcade windows and striking brick relief work juxtaposed against delicate stained-glass windows; and

WHEREAS, The exterior of the former Holy Rosary Church is one of two examples of Solon S. Beman's ecclesiastical designs that were not completed for the Christian Science Church and also applied the Romanesque Revival style in lieu of the Neoclassical style, which he utilized for nearly two decades, following the construction of the former Holy Rosary Church; and

WHEREAS, Though modest in its design, the exterior of the former Holy Rosary rectory illustrates the Romanesque Revival style through its form and expresses the congregation's focus on their faith and ministry with a clear absence on excess ornamentation and unnecessary embellishments; and

WHEREAS, Solon S. Beman is one of Chicago's most renowned late nineteenth-century and early twentieth-century architects. With over 1,300 buildings in Pullman designed by Beman alone, he was a prolific architect, designing countless residential, commercial, and civic buildings with a specialty in ecclesiastical architecture; and

WHEREAS, Beman is credited with some of the city's most noteworthy buildings, including the nation's first planned company town of Pullman, the Merchant Tailors Building at the 1893 World's Columbian Exposition, the Grand Central Station and train shed at Harrison and Wells Streets (1891, demolished), the Griffiths-Burroughs Mansion (3806 South Michigan Avenue, 1892, designated Chicago Landmark), the William W. Kimball Mansion (1801 South Prairie Avenue, 1892, designated Chicago Landmark), the Blackstone Memorial Library (4904 South Lake Park Avenue, 1902 -- 1904, designated Chicago Landmark), the First Church of Christ, Scientist (4017 South Drexel Boulevard, 1897), and the Fifth Church of Christ, Scientist (4840 South Dorchester Avenue, 1904); and

WHEREAS, While Beman and his son designed over ninety churches for the Christian Science Church, the Building is one of only two known examples of Beman's ecclesiastical work outside of the Christian Science Church; 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 north 150 feet of the east 266.30 feet of Block 3 (except the east 125 feet) all in Pullman Park Addition to Pullman, a subdivision of the east half of the northwest quarter of fractional Section 22, and that part of the northeast quarter of said section lying west of the right-of-way of the I.C.R.R., all in Township 37 North, Range 14, East of the Third Principal Meridian, and lying north of the Indian Boundary Line, all in Cook County, Illinois, however, excepting from Parcel 2 that part falling in the following described tract of land, which was conveyed by deed from the Catholic Bishop of Chicago to Lakeside Bank Trust Number 10-1303 by deed recorded April 5, 1988 as Document Number 88139348: the

south 77 feet of the north 201 feet of the east 135.50 feet of the following described land taken as a tract, to wit: the north 150 feet of the east 266.30 feet of Block 3, also the north 355.50 feet of the east 125 feet of said Block 3, all in Pullman Park Addition to Pullman, a subdivision of the east half of the northwest quarter of fractional Section 22, and that part of the northeast quarter of fractional Section 22, and that part of the northeast quarter of said section lying west of the right-of-way of the I.C.R.R., all in Township 37 North, Range 14, East of the Third Principal Meridian, and lying north of the Indian Boundary Line and also Lots 1, 2, 3, 4, 5 and 6 (except the south 16 feet of said Lot 6, and the vacated alleys lying north and east of said lots, in Seventh Palmer Addition, a subdivision of parts of Lot 1 in said Block 3, all in Cook County, Illinois, and the north 124 feet of the east 125 feet of Block 3 in Pullman Park Addition to Pullman, a subdivision of the east half of the northwest quarter of fractional Section 22 and that part of the northeast quarter of said section lying west of the right-of-way of the I.C.R.R., all in Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

11300 -- 11312 South Dr. Martin Luther King, Jr. Drive; and
341 -- 359 East 113th Street
Chicago, Illinois.

Permanent Index Numbers:

25-22-117-001-0000; and

25-22-117-051-0000.

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, July 19, 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 July 18, 2023, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2023-0001460 regarding the amendment of Municipal Code Chapters 17-12, 17-15, 17-17 and ancillary chapters regarding vintage signs.

Page 1 also contains Document Number O2023-0002658 regarding the historical landmark designation for the Greater Tabernacle Cathedral located at 11300 South Dr. Martin Luther King, Jr. Drive in the 9th Ward.

Pages 1 through 11 contain various map amendments in the 1st, 8th, 10th, 15th, 23rd, 25th, 26th, 27th, 28th, 29th, 32nd, 33rd, 36th, 37th, 38th, 39th, 41st, 44th and 47th Wards.

Lastly, page 11 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2nd, 14th, 23rd, 27th, 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, Curtis, O'Shea, Taylor, Mosley, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

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):

4100 W. Ann Lurie Pl.

[Or2023-0002856]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Greater Chicago Food Depository

(* 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: 4100 West Ann Lurie Place, Chicago, Illinois 60632

Zoning District: Planned Development Number 1538

DOB Sign Permit Application Number: 101015562

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, 22 feet, 3 inches; height, 10 feet, 0 inches
Total square feet in area: 226 feet, 0 inches
6. Height above grade: 32 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Aurora 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.

6084 S. Archer Ave.

[Or2023-222/Or2023-0001081]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: UChicago Medicine/Advent Health

(* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 6084 South Archer Avenue, Chicago, Illinois 60638

Zoning District: B3-1

DOB Sign Permit Application Number: 101019937

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, 17 feet, 11 inches; height, 5 feet, 6 inches
Total square feet in area: 101 feet, 9 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: 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.

400 W. Division St.
(Permit No. 101017721)

[Or2023-0001083]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Wells Fargo

(* 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: 400 West Division Street, Chicago, Illinois 60610

Zoning District: Planned Development Number 637

DOB Sign Permit Application Number: 101017721

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, 31 feet, 9 inches; height, 4 feet, 0 inches
Total square feet in area: 127 feet, inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
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.

400 W. Division St.
(Permit No. 101017722)

[Or2023-221/Or2023-0001082]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: Wells Fargo

(* 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: 400 West Division Street, Chicago, Illinois 60610

Zoning District: Planned Development Number 637

DOB Sign Permit Application Number: 101017722

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, 31 feet, 9 inches; height, 4 feet, 0 inches
Total square feet in area: 127 feet, inches
6. Height above grade: 18 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
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.

352 E. Illinois St.
(Permit No. 101022149)

[Or2023-0002854]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BMO Bank N.A.

(* 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: 352 East Illinois Street, Chicago, Illinois 60611

Zoning District: Planned Development Number 368

DOB Sign Permit Application Number: 101022149

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

If yes, Public Way Use Number:

5. Dimensions: length, 30 feet, 6 inches; height, 5 feet, 0 inches

Total square feet in area: 153 feet

6. Height above grade: 22 feet, 0 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): South (East Illinois Street)

8. Name of Sign Contractor/Erector: Kdn 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.

352 E. Illinois St.
(Permit No. 101022150)

[Or2023-0002839]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: BMO Bank N.A.

(* 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: 352 East Illinois Street, Chicago, Illinois 60611

Zoning District: Planned Development Number 368

DOB Sign Permit Application Number: 101022150

Sign Details:

1. On-premises: X Or Off-premises:
2. Static sign: X Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No

If yes, Public Way Use Number: _____

5. Dimensions: length, 30 feet, 6 inches; height, 5 feet, 0 inches

Total square feet in area: 153 feet

6. Height above grade: 22 feet, 0 inches to top of sign or sign structure

7. Elevation (side of building or lot where the sign will be erected): East (North McClurg Court)

8. Name of Sign Contractor/Erector: Kdn 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.

11601 W. Touhy Ave.

[Or2023-0001231]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: AGI

(* 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: 11601 West Touhy Avenue, Chicago, Illinois 60666

Zoning District: Planned Development Number 0

DOB Sign Permit Application Number: _____

Sign Details:

1. On-premises: X Or Off-premises: _____
2. Static sign: X Or Dynamic-image display sign: _____
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No
If yes, Public Way Use Number: _____
5. Dimensions: length, 43 feet, 3 inches; height, 4 feet, 8 inches
Total square feet in area: 202 feet, 0 inches
6. Height above grade: 30 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Integrity 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.

612 N. Wells St.

[Or2023-0001250]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant*: GRI Holdings 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: 612 North Wells Street, Chicago, Illinois 60654

Zoning District: DX-5

DOB Sign Permit Application Number: 101005969

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: BACP1786584
5. Dimensions: length, 17 feet, 0 inches; height, 8 feet, 0 inches
Total square feet in area: 136 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: Flashtic, 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.

1129 N. Wells St.

[Or2023-219/Or2023-0001084]

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: 1129 North Wells Street, Chicago, Illinois 60610

Zoning District: C1-5

DOB Sign Permit Application Number: 101010394

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, 12 feet, 0 inches; height, 7 feet, 2 inches
Total square feet in area: 86 feet, 0 inches
6. Height above grade: 41 feet, 6 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: All Rite 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.

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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

ALDERPERSON HOPKINS (2nd Ward):

DECLARATION OF AUGUST 7, 2023 AS "NATIONAL MICHAEL SHANNON DAY" IN CHICAGO.

[R2023-0002812]

WHEREAS, August 7, 1974 marks the birthdate of preeminent actor Michael Shannon; and

WHEREAS, Michael's deep roots in the Chicago acting and theater scene are evidenced by such films as *Chicago Cab*, *What They Had* and *The Ride*, and work at local theater companies including Steppenwolf, Lookingglass, Northlight, Famous Door and Next Theatre, where he has performed in *Grace*, *The Idiot*, *Shrapnel in the Heart* and *Killer Joe*, just to name a few productions; and

WHEREAS, Michael's connection to Chicago is further exemplified by his 1993 cofounding of the Red Orchid Theater in the Old Town neighborhood, where he would eventually win a Jeff Award in 2013 for Best Actor in the theater's production of *Simpatico* and another in 2018 for Best Director in the play *Traitor*; and

WHEREAS, Over the expanse of Michael's career, he has participated in nearly 90 film roles, 17 television roles and 32 theater roles; and

WHEREAS, Each of these endeavors taken together have resulted in two Academy Award nominations, one Golden Globe Awards nomination, three Screen Actors Guild Awards nominations (two of which were won), one Tony Awards nomination and 12 theater award nominations (four of which were won); and

WHEREAS, Acting as an artform is integral to shaping societal culture, provides us understanding on the perspective of others and helps to reify the complexity of human relations and morality; and

WHEREAS, Few are as dedicated to and proficient at their craft as Michael; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby declare August 7, 2023 as "National Michael Shannon Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Michael Shannon as a sign of our honor and respect.

Presented By

ALDERPERSON HARRIS (8th Ward):

CONGRATULATIONS EXTENDED TO PEGGY A. MONTES AND BRONZEVILLE MUSEUM ON 25TH ANNIVERSARY.

[R2023-0002809]

WHEREAS, The Bronzeville Children's Museum was opened in 1998 by founder Peggy A. Montes, a civic, cultural, women's rights activist and educator who saw a need for a "child-friendly" museum to educate all children ages four to nine, and especially those children who are underserved, low-income, at risk, educationally disadvantaged and less exposed; and

WHEREAS, The Bronzeville Children's Museum is the first and only African American children's museum in the country, of more than 300 children's museums nationwide; and

WHEREAS, The Bronzeville Children's Museum has grown from a "Museum in the Mall", located in a storefront in the Evergreen Plaza Shopping Mall, to a standalone 10,000-square-foot museum located in the 8th Ward on the South Side of Chicago, Illinois, at 93rd Street and Stony Island Avenue; and

WHEREAS, The Bronzeville Children's Museum has served its community, City of Chicago residents and visitors by educating children and their families about the rich culture, contributions and history of African Americans and the African diaspora through hands-on learning activities, interactive exhibitions and unique programs; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby recognize Peggy A. Montes and the Bronzeville Children's Museum on their 25th anniversary for their service and contributions to the education and lives of children and adults of the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Mrs. Peggy A. Montes.

CONGRATULATIONS EXTENDED TO YONNIE L. ANDERSON ON
65TH BIRTHDAY.

[R2023-0002666]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yonnie L. Anderson 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 Yonnie L. Anderson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Yonnie L. Anderson 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 19th of July 2023, do hereby congratulate Yonnie L. Anderson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Yonnie L. Anderson 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 Yonnie L. Anderson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MINNIE BONES ON 75TH BIRTHDAY.

[R2023-0002646]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Minnie Bones 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 Minnie Bones on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Minnie Bones 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 19th of July 2023, do hereby congratulate Minnie Bones on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Minnie Bones 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 Minnie Bones in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VIOLET B. BOSTON ON 75TH BIRTHDAY.

[R2023-0002663]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Violet B. Boston 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 Violet B. Boston on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Violet B. Boston 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 19th of July 2023, do hereby congratulate Violet B. Boston on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Violet B. Boston 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 Violet B. Boston in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VICKIE DENISE BOYD-ECHOLS ON 65TH BIRTHDAY.

[R2023-0002662]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vickie Denise Boyd-Echols 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 Vickie Denise Boyd-Echols on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vickie Denise Boyd-Echols 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 19th of July 2023, do hereby congratulate Vickie Denise Boyd-Echols on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vickie Denise Boyd-Echols 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 Vickie Denise Boyd-Echols in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DERRICK BRADLEY ON 75TH BIRTHDAY.

[R2023-0002325]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Derrick Bradley 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 Derrick Bradley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Derrick Bradley 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 19th of July 2023, do hereby congratulate Derrick Bradley on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Derrick Bradley 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 Derrick Bradley in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GWENDOLYN BROOMFIELD ON 65TH BIRTHDAY.

[R2023-0002328]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn Broomfield 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 Gwendolyn Broomfield on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gwendolyn Broomfield 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 19th of July 2023, do hereby congratulate Gwendolyn Broomfield on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gwendolyn Broomfield 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 Gwendolyn Broomfield in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LEVETA BROWN ON 80TH BIRTHDAY.
[R2023-0002333]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leveta Brown 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 Leveta Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Leveta 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 19th of July 2023, do hereby congratulate Leveta Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Leveta Brown 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 Leveta Brown in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SANDRA L. BROWN ON 75TH BIRTHDAY.
[R2023-0002657]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sandra L. Brown 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 Sandra L. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sandra L. 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 19th of July 2023, do hereby congratulate Sandra L. Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sandra L. Brown 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 Sandra L. Brown in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LEONA BURGESS ON 65TH BIRTHDAY.
[R2023-0002332]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leona Burgess 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 Leona Burgess on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Leona Burgess 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 19th of July 2023, do hereby congratulate Leona Burgess on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Leona Burgess 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 Leona Burgess in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ARTHUR M. BURTON ON 65TH BIRTHDAY.
[R2023-0002261]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arthur M. Burton 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 Arthur M. Burton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arthur M. Burton 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 19th of July 2023, do hereby congratulate Arthur M. Burton on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Arthur M. Burton 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 Arthur M. Burton in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VELVA R. CARROLL ON 85TH BIRTHDAY.
[R2023-0002659]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Velva R. Carroll 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 Velva R. Carroll on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Velva R. Carroll 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 19th of July 2023, do hereby congratulate Velva R. Carroll on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Velva R. Carroll 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 Velva R. Carroll in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BONITA CHAPMAN ON 65TH BIRTHDAY.
[R2023-0002312]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bonita Chapman 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 Bonita Chapman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bonita Chapman 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 19th of July 2023, do hereby congratulate Bonita Chapman on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Bonita Chapman 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 Bonita Chapman in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHARLOTTE E. CHATMAN ON 80TH BIRTHDAY.

[R2023-0002316]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charlotte E. Chatman 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 Charlotte E. Chatman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charlotte E. Chatman 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 19th of July 2023, do hereby congratulate Charlotte E. Chatman on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Charlotte E. Chatman 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 Charlotte E. Chatman in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGO W. COLLINS ON 85TH BIRTHDAY.
[R2023-0002644]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margo W. Collins 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 Margo W. Collins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Margo W. Collins 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 19th of July 2023, do hereby congratulate Margo W. Collins on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Margo W. Collins 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 Margo W. Collins in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONITA L. COPELAND ON 65TH BIRTHDAY.

[R2023-0002326]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donita L. Copeland 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 Donita L. Copeland on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donita L. Copeland 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 19th of July 2023, do hereby congratulate Donita L. Copeland on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Donita L. Copeland 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 Donita L. Copeland in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOE LOUIS CRAWFORD ON 75TH BIRTHDAY.

[R2023-0002329]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joe Louis Crawford 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 Joe Louis Crawford on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joe Louis Crawford 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 19th of July 2023, do hereby congratulate Joe Louis Crawford on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joe Louis Crawford 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 Joe Louis Crawford in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RICHARD CRAWFORD ON
75TH BIRTHDAY.

[R2023-0002656]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard Crawford 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 Crawford on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Richard Crawford 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 19th of July 2023, do hereby congratulate Richard Crawford on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Richard Crawford 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 Crawford in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MULBE M. DILLARD, SR. ON
85TH BIRTHDAY.

[R2023-0002652]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mulbe M. Dillard, Sr. 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 Mulbe M. Dillard, Sr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mulbe M. Dillard, 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 19th of July 2023, do hereby congratulate Mulbe M. Dillard, Sr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Mulbe M. Dillard, Sr. 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 Mulbe M. Dillard, Sr. in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CLARENCE DUMAS ON 85TH BIRTHDAY.

[R2023-0002324]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Clarence Dumas 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 Clarence Dumas on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Clarence Dumas 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 19th of July 2023, do hereby congratulate Clarence Dumas on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Clarence Dumas 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 Clarence Dumas in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MYRTLE FANTROY ON 85TH BIRTHDAY.

[R2023-0002654]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Myrtle Fantroy 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 Myrtle Fantroy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Myrtle Fantroy 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 19th of July 2023, do hereby congratulate Myrtle Fantroy on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Myrtle Fantroy 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 Myrtle Fantroy in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CELESTINE FORD ON 75TH BIRTHDAY.

[R2023-0002315]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Celestine Ford 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 Celestine Ford on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Celestine Ford belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 19th of July 2023, do hereby congratulate Celestine Ford on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Celestine Ford 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 Celestine Ford in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VERNELL T. FRAZIER ON 70TH BIRTHDAY.
[R2023-0002724]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vernell T. Frazier 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 Vernell T. Frazier on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vernell T. Frazier 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 19th of July 2023, do hereby congratulate Vernell T. Frazier on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vernell T. Frazier 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 Vernell T. Frazier in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSEPHINE F. GARTH ON 65TH BIRTHDAY.
[R2023-0002330]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Josephine F. Garth 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 Josephine F. Garth on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Josephine F. Garth 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 19th of July 2023, do hereby congratulate Josephine F. Garth on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Josephine F. Garth 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 Josephine F. Garth in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT D. GOODS ON 75TH BIRTHDAY.
[R2023-0002725]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert D. Goods 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 Robert D. Goods on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert D. Goods 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 19th of July 2023, do hereby congratulate Robert D. Goods on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robert D. Goods 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 Robert D. Goods in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ADLER L. HERARD ON 65TH BIRTHDAY.
[R2023-0002201]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Adler L. Herard 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 Adler L. Herard on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Adler L. Herard 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 19th of July 2023, do hereby congratulate Adler L. Herard on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Adler L. Herard 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 Adler L. Herard in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EVELINE O. HORTON ON 85TH BIRTHDAY.
[R2023-0002726]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eveline O. Horton 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 Eveline O. Horton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eveline O. Horton 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 19th of July 2023, do hereby congratulate Eveline O. Horton on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Eveline O. Horton 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 Eveline O. Horton in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LARRY HUDSON ON 70TH BIRTHDAY.
[R2023-0002331]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Larry Hudson 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 Larry Hudson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Larry 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 19th of July 2023, do hereby congratulate Larry Hudson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Larry Hudson 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 Larry Hudson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DORIS MARIE HUMPHREY ON 80TH BIRTHDAY.

[R2023-0002327]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Doris Marie Humphrey 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 Doris Marie Humphrey on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Doris Marie Humphrey 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 19th of July 2023, do hereby congratulate Doris Marie Humphrey on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Doris Marie Humphrey 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 Doris Marie Humphrey in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CAROL JACKSON ON 80TH BIRTHDAY.
[R2023-0002313]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carol Jackson 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 Carol Jackson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carol Jackson 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 19th of July 2023, do hereby congratulate Carol Jackson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carol Jackson 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 Carol Jackson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PAUL J. KING, JR. ON 85TH BIRTHDAY.

[R2023-0002727]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Paul J. King, Jr. 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 Paul J. King, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Paul J. King, 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 19th of July 2023, do hereby congratulate Paul J. King, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Paul J. King, Jr. 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 Paul J. King, Jr. in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAURA MORIN ON 70TH BIRTHDAY.

[R2023-0002728]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Laura Morin 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 Laura Morin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Laura Morin 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 19th of July 2023, do hereby congratulate Laura Morin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Laura Morin 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 Laura Morin in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TOMMIE NEWELL ON 65TH BIRTHDAY.

[R2023-0002729]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Tommie Newell 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 Tommie Newell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Tommie 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 19th of July 2023, do hereby congratulate Tommie Newell on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Tommie Newell 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 Tommie Newell in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TIMMIE REYNOLDS ON 65TH BIRTHDAY.

[R2023-0002672]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Timmie Reynolds 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 Timmie Reynolds on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Timmie Reynolds 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 19th of July 2023, do hereby congratulate Timmie Reynolds on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Timmie Reynolds 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 Timmie Reynolds in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EVA D. SMITH ON 85TH BIRTHDAY.

[R2023-0002671]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eva D. Smith 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 Eva D. Smith on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eva D. Smith 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 19th of July 2023, do hereby congratulate Eva D. Smith on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Eva D. Smith 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 Eva D. Smith in honor of her 85th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON CHICO (10th Ward):

CONGRATULATIONS EXTENDED TO ANITA GILKEY ON RETIREMENT FROM CHICAGO PARK DISTRICT.

[R2023-0002808]

WHEREAS, Anita Gilkey is retiring from the Chicago Park District at the end of 2023, following 34 years of dedicated public service; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Peter Chico, Alderperson of the 10th Ward; and

WHEREAS, Anita attended Chicago State University where she excelled in academics and athletics; while there she received academic excellence awards, all while playing on the basketball and softball teams; and

WHEREAS, After graduating in 1986 with a bachelor of science degree in education, with a concentration in recreation, Anita received a master of science degree in education, with a concentration in the administration of physical education and sports, from the University of Illinois at Chicago; and

WHEREAS, Eager to put her skills and knowledge to use serving the public, Anita began her illustrious career with the Chicago Park District in May 1989 as a part-time physical instructor at Kelly Park and McGuane Park before being promoted to full-time physical instructor at Cornell Square Park in 1990; and

WHEREAS, Anita continued to advance through the ranks of the Park District, being promoted to playground supervisor at Wendell Smith Park in 1993, followed by a promotion

to park supervisor at LeClaire Park in 1996, before transferring to LaFollette Park in 1997 and Russell Square Park in 2000; and

WHEREAS, In 2004, Anita became the acting area manager for area 4 South, and was promoted to area manager for area 6 South in 2005, where she remained until 2021, until she transferred to Legislative and Community Affairs as a project manager, where she will stay until her retirement on December 31, 2023; and

WHEREAS, Throughout her long and distinguished career, Anita's love of sports, children and people, and her dedication to duty earned her the respect and admiration of her colleagues and the communities she served; her presence in the Chicago Park District will be sorely missed; and

WHEREAS, The leaders of the City of Chicago want to recognize the great debt owed to our public servants, and extend our sincerest gratitude to the long and prolific career of Anita Gilkey; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby express our gratitude for 34 years of service to the people of the City of Chicago, and express our heartiest wishes on a pleasant retirement to Anita Gilkey; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Anita Gilkey.

Presented By

ALDERPERSON QUINN (13th Ward):

TRIBUTE TO LATE JEANNINE JANULIS.

[R2023-0002800]

WHEREAS, The 5900 block of West 63rd Place of the 13th Ward is honored as "Jeannine Janulis Way"; and

WHEREAS, The Chicago City Council has been informed of this special occasion by Alderperson Marty Quinn; and

WHEREAS, Jeannine Janulis lived on the 5900 block of West 63rd Place and served this community for 65 years. She and her husband, Len Janulis, were among the first families

to build homes on this block. Jeannine was also involved in the effort to have trees planted in the 63rd Place parkway, and she volunteered in the neighborhood as part of the Clearing Civic League; and

WHEREAS, Jeannine was one of the first airline stewardesses stationed at Midway Airport. She served on flights that included Howard Hughes, actor Van Johnson and New York Yankees great, Joe DiMaggio. Championship boxer Rocky Marciano once helped her serve meals on a flight. In 1951, Jeannine flew on President Dwight D. Eisenhower's campaign charter flights with senators from across the country. On a trip to Washington, D.C., she and her crew encountered the king and queen of England in between flights. In 1953, a photograph of her changing a State Street department store clock for daylight savings time was featured in the April 23, 1953 edition of the *Chicago Sun-Times*. She also flew on the inaugural flights to O'Hare International Airport in 1954; and

WHEREAS, Jeannine left her airline stewardess job when she and Len married in August of 1955, since the rules at the time did not allow stewardesses to marry. She then began working as an accounts payable clerk for the Continental Can Company at 65th and Central. While raising four children, Jeannine participated in the parent-teacher association and was an active volunteer at Hale School and Kennedy High School. She also worked as a receptionist at the Chicago Public Schools Student Service Center and later was promoted to administrative assistant with the Board of Examiner's Office. In total, she worked more than 18 years with the Chicago Public Schools before retiring in 1993; and

WHEREAS, After retiring, Jeannine continued volunteering at church and in the neighborhood. She participated in the Midway Community Choir, and their seasonal concerts served as fundraisers for neighborhood and charitable causes. She also volunteered at the Southwest Chicago PADS shelter, cooking and serving food to the homeless. In 1997, Jeannine compiled the recipes she had collected throughout her life, including all of her mother's homemade cooking, into a cookbook entitled *Forty Years of Recipes*; and

WHEREAS, Jeannine always helped friends and neighbors. In 2005, she received the Senior of the Year Award from the Chicago Park District and the Clearing Civic League. In May of 2012, she was presented with the Golden Spirit Award in appreciation for her dedication, service and commitment to maintaining the quality of life in the Southwest Side of Chicago by 13th Ward Alderperson Marty Quinn. Well into her 90th year, Jeannine remained active in her church and community. She was also a lifelong sports fan, and she loved the Cubs, White Sox, Bears, Blackhawks and Bulls; and

WHEREAS, Jeannine Janulis was a wonderful wife, mother, neighbor and friend. Her legacy embodies public service and family values. She remains an inspiring example of the neighbor and friend we should all strive to be; and

WHEREAS, The 5900 block of West 63rd Place in the 13th Ward is honored as Jeannine Janulis Way because she was a wonderful wife, mother, neighbor and friend. Her

legacy embodies public service and family values. She remains an inspiring example of the neighbor and friend we should all strive to be; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here this 19th day of July 2023 do hereby recognize the 5900 block of West 63rd Place in the 13th Ward as "Jeannine Janulis Way"; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Jeannine Janulis.

Presented By

ALDERPERSON LOPEZ (15th Ward):

DESIGNATION OF AUGUST AS "PARLIAMENT OF WORLD'S RELIGIONS MONTH" IN CHICAGO.

[R2023-0002801]

WHEREAS, The world's first Parliament of the World's Religions was held in Chicago, Illinois in 1893, marking the first formal gathering of representatives from various religious traditions from around the world, and then returned to Chicago in 1993 to celebrate the Parliament's 100th anniversary; and

WHEREAS, The Parliament of the World's Religions represented a historic moment of interfaith dialogue, understanding and cooperation, paving the way for greater religious harmony and pluralism in the United States and beyond; and

WHEREAS, For 130 years, the Parliament of the World's Religions has convened in cities around the globe and is returning to Chicago, which it considers the birthplace of the interfaith movement; and

WHEREAS, The Parliament is promoting interfaith understanding and cooperation, advancing the cause of peace, justice and sustainability across the globe; and

WHEREAS, Distinguished leaders have spoken before the Parliament of World's Religions, including Nelson Mandela, Oprah Winfrey, Dr. Jane Goodall, Archbishop Desmond Tutu and President Jimmy Carter; and

WHEREAS, The City of Chicago recognizes the importance of interfaith dialogue and cooperation, and seeks to promote greater understanding and appreciation among people of different religious traditions; and

WHEREAS, The City of Chicago City Council has been informed of the August 2023 return of the Parliament of the World's Religions to Chicago by the Honorable Raymond A. Lopez, Alderperson of 15th Ward; and

WHEREAS, This gathering provides an opportunity to celebrate the rich diversity of religious traditions, and to reaffirm our commitment to promoting interfaith understanding and cooperation, defending freedom and human rights; and

WHEREAS, The Parliament of World Religions will generate over \$10 Million in tourist and participant-related revenues for the local economy and provide over 4,000 hours of volunteer service benefiting local charitable initiatives; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of July 2023 A.D., welcome the Parliament of the World's Religions, recognizing its focus on defending freedom and human rights, the power of diversity, addressing wealth disparities, caring for the Earth and encouraging sustainable living; and

Be It Further Resolved by the City Council of the City of Chicago, That the City of Chicago hereby designates the month of August as "Parliament of the World's Religions Month" and encourages all Chicago residents to recognize the significance of the Parliament of the World's Religions and to participate in activities and events that promote interfaith dialogue and understanding; 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 organizers of the Parliament of the World's Religions.

CONGRATULATIONS EXTENDED TO JUSTIN AND LINDSAY PEZEN ON BIRTH OF DAUGHTER, SONJA LOREEN.

[R2023-0002802]

WHEREAS, 15th Ward parents Justin and Lindsay Pezen welcomed into this world a beautiful baby girl named Sonja Loreen Pezen on March 1, 2023; and

WHEREAS, The City of Chicago City Council has been informed of this joyous event by the Honorable Raymond A. Lopez, Alderperson of 15th Ward; and

WHEREAS, Sonja is welcomed by her brother, Theodore; grandparents, Ken and Eileen Skisak and Stan and Amy Pezen; and

WHEREAS, The Pezen family grows in faith and love within the St. Gabriel Catholic Church and greater Canaryville family; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of July 2023 A.D., do hereby express in singular voice our congratulations and best wishes to Justin and Lindsay Pezen on the birth of Sonja Loreen, wishing her all the best blessings and lived experiences God sees fit to bestow upon her; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this tribute honoring Sonja Loreen Pezen be presented to her parents and grandparents in honor of this occasion.

—

CONGRATULATIONS EXTENDED TO DONNA BADON ON 65TH BIRTHDAY.

[R2023-0002941]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donna Badon in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Donna Badon on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donna Badon now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Donna Badon on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Donna Badon 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 Donna Badon in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANA BANKS-TAYLOR ON 65TH BIRTHDAY.

[R2023-0002947]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diana Banks-Taylor in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Diana Banks-Taylor on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Diana Banks-Taylor now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Diana Banks-Taylor on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Diana Banks-Taylor 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 Banks-Taylor in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHIRLEY BROWN ON 65TH BIRTHDAY.

[R2023-0002949]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley Brown in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Shirley Brown on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shirley Brown now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Shirley Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Shirley 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 Shirley Brown in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DELENEICE CALHOUN ON
70TH BIRTHDAY.

[R2023-0002952]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deleneice Calhoun in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Deleneice Calhoun on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Deleneice Calhoun has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Deleneice Calhoun on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Deleneice Calhoun 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 Deleneice Calhoun in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIAN CHAVERS ON 65TH BIRTHDAY.
[R2023-0002953]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marian Chavers in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Marian Chavers on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marian Chavers now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Marian Chavers on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Marian Chavers 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 Marian Chavers in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JULIA DE BUZO ON 65TH BIRTHDAY.
[R2023-0002954]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Julia De Buzo in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Julia De Buzo on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Julia De Buzo now belongs to our 15th 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 19th of July 2023 AD., do hereby congratulate Julia De Buzo on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Julia De Buzo 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 Julia De Buzo in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DOLORES GAGEN ON 70TH BIRTHDAY.

[R2023-0002955]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dolores Gagen in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Dolores Gagen on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dolores Gagen has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Dolores Gagen on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Dolores Gagen 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 Dolores Gagen in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSA GOMEZ ON 70TH BIRTHDAY.

[R2023-0002957]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosa Gomez in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Rosa Gomez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rosa Gomez has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Rosa Gomez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Rosa Gomez 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 Rosa Gomez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT JACKSON ON 75TH BIRTHDAY.

[R2023-0002960]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert Jackson in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Robert Jackson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert Jackson has been a member of our 15th Ward seniors community for the last 10 years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Robert Jackson on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Robert Jackson 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 Robert Jackson in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLORIA JAMISON ON 75TH BIRTHDAY.

[R2023-0002961]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria Jamison in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Gloria Jamison on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gloria Jamison has been a member of our 15th Ward seniors community for the last 10 years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Gloria Jamison on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Gloria Jamison 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 Gloria Jamison in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GUILLERMINA LEON ON 65TH BIRTHDAY.

[R2023-0002963]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Guillermina Leon in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Guillermina Leon on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Guillermina Leon now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Guillermina Leon on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Guillermina Leon 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 Guillermina Leon in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GAZI MASHAL ON 70TH BIRTHDAY.

[R2023-0002964]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gazi Mashal in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Gazi Mashal on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gazi Mashal has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Gazi Mashal on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Gazi Mashal 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 Gazi Mashal in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NORMAN MONTGOMERY ON
70TH BIRTHDAY.

[R2023-0002965]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norman Montgomery in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Norman Montgomery on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Norman Montgomery has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Norman Montgomery on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Norman Montgomery 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 Norman Montgomery in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FEDERICO OROZCO ON 75TH BIRTHDAY.
[R2023-0002967]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Federico Orozco in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Federico Orozco on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Federico Orozco has been a member of our 15th Ward seniors community for the last 10 years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Federico Orozco on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Federico Orozco 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 Federico Orozco in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIE PARKS ON 70TH BIRTHDAY.
[R2023-0002968]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Parks in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Willie Parks on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Willie Parks has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Willie Parks on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Willie Parks 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 Willie Parks in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NICHOLAS PETROS ON 75TH BIRTHDAY.
[R2023-0002969]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Nicholas Petros in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Nicholas Petros on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Nicholas Petros has been a member of our 15th Ward seniors community for the last 10 years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Nicholas Petros on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Nicholas Petros 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 Nicholas Petros in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARINA RAMOS ON 70TH BIRTHDAY.

[R2023-0002970]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marina Ramos in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Marina Ramos on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marina Ramos has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Marina Ramos on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Marina Ramos 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 Marina Ramos in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES RIVERS ON 65TH BIRTHDAY.

[R2023-0002971]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Rivers in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to James Rivers on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James Rivers now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate James Rivers on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to James Rivers 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 James Rivers in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTONIO SANCHEZ ON 75TH BIRTHDAY.
[R2023-0002973]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Antonio Sanchez in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Antonio Sanchez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Antonio Sanchez has been a member of our 15th Ward seniors community for the last 10 years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Antonio Sanchez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Antonio Sanchez 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 Antonio Sanchez in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSEPH SANCHEZ ON 70TH BIRTHDAY.
[R2023-0002975]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Sanchez in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Joseph Sanchez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joseph Sanchez has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Joseph Sanchez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Joseph Sanchez 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 Joseph Sanchez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAN SOTO ON 65TH BIRTHDAY.
[R2023-0002977]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Soto in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Juan Soto on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Juan Soto now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Juan Soto on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Juan Soto 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 Juan Soto in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA TORRES ON 65TH BIRTHDAY.

[R2023-0002979]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Torres in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Maria Torres on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Torres now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Maria Torres on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Maria Torres 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 Maria Torres in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RAYMOND UNDERWOOD ON 65TH BIRTHDAY.

[R2023-0002981]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Raymond Underwood in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Raymond Underwood on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Raymond Underwood now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Raymond Underwood on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Raymond Underwood 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 Raymond Underwood in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RAUL VARGAS ON 70TH BIRTHDAY.

[R2023-0002982]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Raul Vargas in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Raul Vargas on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Raul Vargas has been a member of our 15th Ward seniors community for the last five years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Raul Vargas on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Raul Vargas 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 Raul Vargas in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA VAZQUEZ ON 75TH BIRTHDAY.
[R2023-0002984]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Vazquez in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Maria Vazquez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Vazquez has been a member of our 15th Ward seniors community for the last 10 years, a constituency 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 19th of July 2023 A.D., do hereby congratulate Maria Vazquez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Maria Vazquez 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 Maria Vazquez in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTHONY WILSON ON 65TH BIRTHDAY.
[R2023-0002985]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony Wilson in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Anthony Wilson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anthony Wilson now belongs to our 15th 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 19th of July 2023 A.D., do hereby congratulate Anthony Wilson on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Anthony Wilson 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 Wilson in honor of his 65th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO FRANK ALLEN ON 83RD BIRTHDAY.
[R2023-0002237]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Frank Allen on his 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Frank Allen to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Frank Allen 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 19th day of July 2023, do hereby celebrate Frank Allen's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Frank Allen as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LAVERNE ASHFORD ON 65TH BIRTHDAY.
[R2023-0002238]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Laverne Ashford on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Laverne Ashford to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Laverne Ashford 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 19th day of July 2023, do hereby celebrate Laverne Ashford's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Laverne Ashford as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO LILLIAN BLACKMAN ON 84TH BIRTHDAY.
[R2023-0002241]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lillian Blackman on her 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lillian Blackman to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lillian Blackman 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 19th day of July 2023, do hereby celebrate Lillian Blackman's 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lillian Blackman as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO STANTON BROOKENS ON 88TH BIRTHDAY.

[R2023-0002243]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Stanton Brookens on his 88th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Stanton Brookens to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Stanton Brookens 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 19th day of July 2023, do hereby celebrate Stanton Brookens' 88th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Stanton Brookens as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO BETTY BROWN ON 82ND BIRTHDAY.

[R2023-0002244]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Betty Brown on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Betty Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Betty 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 19th day of July 2023, do hereby celebrate Betty Brown's 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Betty Brown as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ELIZABETH BROWN ON 83RD BIRTHDAY.
[R2023-0002250]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Elizabeth Brown on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Elizabeth Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Elizabeth 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 19th day of July 2023, do hereby celebrate Elizabeth Brown's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Elizabeth Brown as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JUNIUS BROWN ON 88TH BIRTHDAY.
[R2023-0002251]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Junius Brown on his 88th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Junius Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Junius 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 19th day of July 2023, do hereby celebrate Junius Brown's 88th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Junius Brown as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BILLY BURKS ON 80TH BIRTHDAY.

[R2023-0002252]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Billy Burks on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Billy Burks to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Billy 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 19th day of July 2023, do hereby celebrate Billy Burks' 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Billy Burks as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO EDITH CAMPBELL ON 80TH BIRTHDAY.

[R2023-0002253]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Edith Campbell on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Edith Campbell to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Edith Campbell 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 19th day of July 2023, do hereby celebrate Edith Campbell's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edith Campbell as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO EDDIE CARTER ON 90TH BIRTHDAY.

[R2023-0002254]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Eddie Carter on her 90th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Eddie Carter to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Eddie Carter 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 19th day of July 2023, do hereby celebrate Eddie Carter's 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eddie Carter as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO STEVEN CASTANEDA ON 80TH BIRTHDAY.

[R2023-0002255]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Steven Castaneda on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Steven Castaneda to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Steven Castaneda 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 19th day of July 2023, do hereby celebrate Steven Castaneda's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Steven Castaneda as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO VICTOR CEREZO ON 80TH BIRTHDAY.

[R2023-0002256]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Victor Cerezo on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Victor Cerezo to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Victor Cerezo 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 19th day of July 2023, do hereby celebrate Victor Cerezo's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Victor Cerezo as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LILLIE CHANCELOR ON 80TH BIRTHDAY.

[R2023-0002257]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lillie Chancellor on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lillie Chancellor to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lillie Chancellor 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 19th day of July 2023, do hereby celebrate Lillie Chancellor's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lillie Chancellor as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO FREDDIE COLE ON 87TH BIRTHDAY.

[R2023-0002258]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Freddie Cole on his 87th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Freddie Cole to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Freddie Cole 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 19th day of July 2023, do hereby celebrate Freddie Cole's 87th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Freddie Cole as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RICHARD COMPTON ON 65TH BIRTHDAY.

[R2023-0002259]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Richard Compton on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Richard Compton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Richard Compton 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 19th day of July 2023, do hereby celebrate Richard Compton's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard Compton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ELIZABETH CRUMP ON 81ST BIRTHDAY.

[R2023-0002260]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Elizabeth Crump on her 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Elizabeth Crump to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Elizabeth Crump 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 19th day of July 2023, do hereby celebrate Elizabeth Crump's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Elizabeth Crump as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROSEMARY CURRIE ON 70TH BIRTHDAY.

[R2023-0002262]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rosemary Currie on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rosemary Currie to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rosemary Currie 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 19th day of July 2023, do hereby celebrate Rosemary Currie's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosemary Currie as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARY DANIELS-MELLON ON
93RD BIRTHDAY.

[R2023-0002263]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Daniels-Mellon on her 93rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Daniels-Mellon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Daniels-Mellon 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 19th day of July 2023, do hereby celebrate Mary Daniels-Mellon's 93rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Daniels-Mellon as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILLIE DAVENPORT, SR. ON
70TH BIRTHDAY.

[R2023-0002265]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Willie Davenport, Sr. on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Willie Davenport, Sr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Willie Davenport, 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 19th day of July 2023, do hereby celebrate Willie Davenport, Sr.'s 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Willie Davenport, Sr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LOIS DAVIS ON 91ST BIRTHDAY.

[R2023-0002266]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lois Davis on her 91st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lois Davis to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lois Davis 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 19th day of July 2023, do hereby celebrate Lois Davis' 91st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lois Davis as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO ALEJANDRO DELVALLE ON 83RD BIRTHDAY.

[R2023-0002267]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Alejandro Delvalle on his 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Alejandro Delvalle to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Alejandro Delvalle 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 19th day of July 2023, do hereby celebrate Alejandro Delvalle's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alejandro Delvalle as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO LINNIE DIXON ON 88TH BIRTHDAY.

[R2023-0002268]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Linnie Dixon on her 88th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Linnie Dixon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Linnie Dixon 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 19th day of July 2023, do hereby celebrate Linnie Dixon's 88th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Linnie Dixon as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO LEVERTA DONALD ON 81ST BIRTHDAY.

[R2023-0002270]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Leverta Donald on her 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Leverta Donald to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Leverta Donald 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 19th day of July 2023, do hereby celebrate Leverta Donald's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Leverta Donald as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CLARA DOWNS ON 75TH BIRTHDAY.

[R2023-0002271]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Clara Downs on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Clara Downs to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Clara Downs 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 19th day of July 2023, do hereby celebrate Clara Downs' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Clara Downs as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO DELORES DUNLAP ON 81ST BIRTHDAY.

[R2023-0002272]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Delores Dunlap on her 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Delores Dunlap to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Delores Dunlap 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 19th day of July 2023, do hereby celebrate Delores Dunlap's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Delores Dunlap as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JIMMIE DUNNER ON 80TH BIRTHDAY.

[R2023-0002273]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jimmie Dunner on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jimmie Dunner to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jimmie Dunner 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 19th day of July 2023, do hereby celebrate Jimmie Dunner's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jimmie Dunner as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO MICHAEL ERSERY ON 70TH BIRTHDAY.

[R2023-0002274]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Michael Ersery on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Michael Ersery to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Michael Ersery 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 19th day of July 2023, do hereby celebrate Michael Ersery's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Ersery as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARIA GAMEZ ON 95TH BIRTHDAY.

[R2023-0002275]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Maria Gamez on her 95th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Maria Gamez to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Maria Gamez 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 19th day of July 2023, do hereby celebrate Maria Gamez's 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Maria Gamez as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO CALLIE GEE ON 86TH BIRTHDAY.

[R2023-0002276]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Callie Gee on her 86th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Callie Gee to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Callie Gee 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 19th day of July 2023, do hereby celebrate Callie Gee's 86th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Callie Gee as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARVA GILLIAMS ON 82ND BIRTHDAY.

[R2023-0002277]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Marva Gilliams on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Marva Gilliams to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Marva Gilliams 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 19th day of July 2023, do hereby celebrate Marva Gilliams' 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marva Gilliams as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BERNARD GRANT, SR. ON 87TH BIRTHDAY.

[R2023-0002278]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bernard Grant, Sr. on his 87th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Bernard Grant, Sr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Bernard Grant, 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 19th day of July 2023, do hereby celebrate Bernard Grant, Sr.'s 87th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bernard Grant, Sr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RUBIE GRAVES ON 65TH BIRTHDAY.

[R2023-0002279]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rubie Graves on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rubie Graves to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rubie Graves 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 19th day of July 2023, do hereby celebrate Rubie Graves' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rubie Graves as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO JANICE GRIFFITH ON 70TH BIRTHDAY.

[R2023-0002280]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Janice Griffith on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Janice Griffith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Janice Griffith 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 19th day of July 2023, do hereby celebrate Janice Griffith's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Janice Griffith as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BENNIE HAMPTON ON 83RD BIRTHDAY.

[R2023-0002281]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bennie Hampton on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Bennie Hampton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Bennie 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 19th day of July 2023, do hereby celebrate Bennie Hampton's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bennie Hampton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CATHERINE HAMPTON ON 83RD BIRTHDAY.

[R2023-0002282]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Catherine Hampton on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Catherine Hampton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Catherine 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 19th day of July 2023, do hereby celebrate Catherine Hampton's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Catherine Hampton as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JAMES HAMMOND ON 88TH BIRTHDAY.
[R2023-0002284]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Hammond on his 88th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage James Hammond to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, James Hammond 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 19th day of July 2023, do hereby celebrate James Hammond's 88th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Hammond as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO ALBERT HARPER, JR. ON 70TH BIRTHDAY.
[R2023-0002285]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Albert Harper, Jr. on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Albert Harper, Jr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Albert Harper, 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 19th day of July 2023, do hereby celebrate Albert Harper, Jr.'s 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Albert Harper, Jr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WADELL HAYNES ON 82ND BIRTHDAY.

[R2023-0002286]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Wadell Haynes on his 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Wadell Haynes to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Wadell Haynes 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 19th day of July 2023, do hereby celebrate Wadell Haynes' 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Wadell Haynes as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO ANNIE HAYTHORNE ON 80TH BIRTHDAY.

[R2023-0002288]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Annie Haythorne on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Annie Haythorne to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Annie Haythorne 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 19th day of July 2023, do hereby celebrate Annie Haythorne's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Annie Haythorne as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RICHARD HICKS, JR. ON 65TH BIRTHDAY.
[R2023-0002290]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Richard Hicks, Jr. on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Richard Hicks, Jr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Richard Hicks 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 19th day of July 2023, do hereby celebrate Richard Hicks, Jr.'s 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Richard Hicks, Jr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILLIE HILL ON 80TH BIRTHDAY.
[R2023-0002289]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Willie Hill on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Willie Hill to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Willie Hill 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 19th day of July 2023, do hereby celebrate Willie Hill's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Willie Hill as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ESSIE HOWARD ON 80TH BIRTHDAY.
[R2023-0002291]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Essie Howard on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Essie Howard to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Essie Howard 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 19th day of July 2023, do hereby celebrate Essie Howard's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Essie Howard as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO DORIS IVORY ON 92ND BIRTHDAY.
[R2023-0002294]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Doris Ivory on her 92nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Doris Ivory to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Doris Ivory 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 19th day of July 2023, do hereby celebrate Doris Ivory's 92nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Doris Ivory as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ANTHONY JACKSON ON 65TH BIRTHDAY.
[R2023-0002297]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Anthony Jackson on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Anthony Jackson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Anthony 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 19th day of July 2023, do hereby celebrate Anthony Jackson's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Anthony Jackson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CAMILLE JACKSON ON 87TH BIRTHDAY.
[R2023-0002298]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Camille Jackson on her 87th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Camille Jackson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Camille 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 19th day of July 2023, do hereby celebrate Camille Jackson's 87th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Camille Jackson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ARON JAMES, JR. ON 70TH BIRTHDAY.

[R2023-0002299]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Aron James, Jr. on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Aron James, Jr. to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Aron James, 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 19th day of July 2023, do hereby celebrate Aron James, Jr.'s 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Aron James, Jr. as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MATTIE JOHNSON ON 75TH BIRTHDAY.

[R2023-0002300]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mattie Johnson on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mattie Johnson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mattie 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 19th day of July 2023, do hereby celebrate Mattie Johnson's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mattie Johnson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO GERALDINE JONES ON 70TH BIRTHDAY.
[R2023-0002301]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Geraldine Jones on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Geraldine Jones to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Geraldine Jones 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 19th day of July 2023, do hereby celebrate Geraldine Jones' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Geraldine Jones as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARJORIE JONES ON 80TH BIRTHDAY.
[R2023-0002302]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Marjorie Jones on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Marjorie Jones to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Marjorie Jones 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 19th day of July 2023, do hereby celebrate Marjorie Jones' 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Marjorie Jones as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROY LEONARD ON 82ND BIRTHDAY.

[R2023-0002303]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Roy Leonard on his 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Roy Leonard to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Roy Leonard 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 19th day of July 2023, do hereby celebrate Roy Leonard's 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Roy Leonard as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARY LUCAS ON 80TH BIRTHDAY.

[R2023-0002304]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Lucas on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Lucas to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Lucas 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 19th day of July 2023, do hereby celebrate Mary Lucas' 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Lucas as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JESSE MC CULLOH ON 81ST BIRTHDAY.
[R2023-0002305]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jesse McCulloh on his 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jesse McCulloh to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jesse McCulloh 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 19th day of July 2023, do hereby celebrate Jesse McCulloh's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jesse McCulloh as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO LEE MC GHEE ON 86TH BIRTHDAY.
[R2023-0002306]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lee McGhee on her 86th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lee McGhee to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lee McGhee 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 19th day of July 2023, do hereby celebrate Lee McGhee's 86th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lee McGhee as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MIGDALIA MEZA ON 65TH BIRTHDAY.

[R2023-0002307]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Migdalia Meza on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Migdalia Meza to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Migdalia Meza 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 19th day of July 2023, do hereby celebrate Migdalia Meza's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Migdalia Meza as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BARBARA MILLER ON 80TH BIRTHDAY.

[R2023-0002308]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Barbara Miller on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Barbara Miller to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Barbara Miller 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 19th day of July 2023, do hereby celebrate Barbara Miller's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara Miller as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO TOMMIEZENE MILLER ON 75TH BIRTHDAY.
[R2023-0002309]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Tommiezene Miller on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Tommiezene Miller to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Tommiezene Miller 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 19th day of July 2023, do hereby celebrate Tommiezene Miller's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Tommiezene Miller as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ETHEL NETTLESBEY ON 84TH BIRTHDAY.
[R2023-0002310]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ethel Nettlesbey on her 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ethel Nettlesbey to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ethel Nettlesbey 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 19th day of July 2023, do hereby celebrate Ethel Nettlesbey's 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ethel Nettlesbey as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARY OWENS ON 93RD BIRTHDAY.

[R2023-0002311]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Owens on her 93rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Owens to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Owens 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 19th day of July 2023, do hereby celebrate Mary Owens' 93rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Owens as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO RODGERICK PENNICK ON 70TH BIRTHDAY.

[R2023-0002314]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rodgerick Pennick on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rodgerick Pennick to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rodgerick Pennick 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 19th day of July 2023, do hereby celebrate Rodgerick Pennick's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rodgerick Pennick as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ALEXIS PERALTA ON 65TH BIRTHDAY.

[R2023-0002318]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Alexis Peralta on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Alexis Peralta to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Alexis Peralta 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 19th day of July 2023, do hereby celebrate Alexis Peralta's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Alexis Peralta as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO EDDIE PORTER ON 87TH BIRTHDAY.

[R2023-0002319]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Eddie Porter on his 87th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Eddie Porter to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Eddie 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 19th day of July 2023, do hereby celebrate Eddie Porter's 87th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Eddie Porter as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DELORES PUGH ON 87TH BIRTHDAY.

[R2023-0002320]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Delores Pugh on her 87th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Delores Pugh to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Delores Pugh 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 19th day of July 2023, do hereby celebrate Delores Pugh's 87th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Delores Pugh as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JOHN REDMOND ON 80TH BIRTHDAY.

[R2023-0002321]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to John Redmond on his 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage John Redmond to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, John Redmond 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 19th day of July 2023, do hereby celebrate John Redmond's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Redmond as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JESUSA RIVERA ON 83RD BIRTHDAY.
[R2023-0002322]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jesusa Rivera on her 83rd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jesusa Rivera to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jesusa Rivera has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 19th day of July 2023, do hereby celebrate Jesusa Rivera's 83rd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jesusa Rivera as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO JOHN ROSAS ON 84TH BIRTHDAY.
[R2023-0002323]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to John Rosas on his 84th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage John Rosas to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, John Rosas 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 19th day of July 2023, do hereby celebrate John Rosas' 84th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to John Rosas as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO VELMA SCOTT ON 70TH BIRTHDAY.

[R2023-0002338]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Velma Scott on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Velma Scott to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Velma Scott 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 19th day of July 2023, do hereby celebrate Velma Scott's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Velma Scott as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JACKIE SHUMPERT ON 70TH BIRTHDAY.

[R2023-0002339]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jackie Shumpert on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jackie Shumpert to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jackie Shumpert 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 19th day of July 2023, do hereby celebrate Jackie Shumpert's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jackie Shumpert as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JACK SMITH ON 85TH BIRTHDAY.

[R2023-0002340]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jack Smith on his 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jack Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jack Smith 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 19th day of July 2023, do hereby celebrate Jack Smith's 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jack Smith as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO RUTH SMITH ON 89TH BIRTHDAY.

[R2023-0002342]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ruth Smith on her 89th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ruth Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ruth Smith 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 19th day of July 2023, do hereby celebrate Ruth Smith's 89th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ruth Smith as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO SHEILA SMITH ON 65TH BIRTHDAY.

[R2023-0002343]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sheila Smith on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Sheila Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sheila Smith 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 19th day of July 2023, do hereby celebrate Sheila Smith's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sheila Smith as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO ANA SOSA ON 82ND BIRTHDAY.

[R2023-0002344]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ana Sosa on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ana Sosa to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ana Sosa 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 19th day of July 2023, do hereby celebrate Ana Sosa's 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ana Sosa as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO OSCAR SULLIVAN ON 81ST BIRTHDAY.
[R2023-0002345]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Oscar Sullivan on his 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Oscar Sullivan to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Oscar Sullivan 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 19th day of July 2023, do hereby celebrate Oscar Sullivan's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Oscar Sullivan as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO CAROLYN TAYLOR ON 70TH BIRTHDAY.
[R2023-0002346]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carolyn Taylor on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Carolyn Taylor to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Carolyn Taylor 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 19th day of July 2023, do hereby celebrate Carolyn Taylor's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carolyn Taylor as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARTHA TOLEFREE ON 65TH BIRTHDAY.
[R2023-0002347]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Martha Tolefree on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Martha Tolefree to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Martha Tolefree 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 19th day of July 2023, do hereby celebrate Martha Tolefree's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Martha Tolefree as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO BENJAMIN TURK ON 81ST BIRTHDAY.
[R2023-0002348]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Benjamin Turk on his 81st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Benjamin Turk to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Benjamin Turk 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 19th day of July 2023, do hereby celebrate Benjamin Turk's 81st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Benjamin Turk as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO PATRICIA WALKER ON 75TH BIRTHDAY.

[R2023-0002349]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Patricia Walker on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Patricia Walker to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Patricia 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 19th day of July 2023, do hereby celebrate Patricia Walker's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Walker as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO THURZA WEATHERSPOON ON 65TH BIRTHDAY.

[R2023-0002350]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Thurza Weatherspoon on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Thurza Weatherspoon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Thurza Weatherspoon 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 19th day of July 2023, do hereby celebrate Thurza Weatherspoon's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Thurza Weatherspoon as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DANNY WILLIAMS ON 70TH BIRTHDAY.

[R2023-0002351]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Danny Williams on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Danny Williams to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Danny Williams 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 19th day of July 2023, do hereby celebrate Danny Williams' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Danny Williams as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROSIE WILLIAMS ON 82ND BIRTHDAY.

[R2023-0002352]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rosie Williams on her 82nd birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rosie Williams to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rosie Williams 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 19th day of July 2023, do hereby celebrate Rosie Williams' 82nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosie Williams as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO SARAH WILLIAMS ON 87TH BIRTHDAY.

[R2023-0002353]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sarah Williams on her 87th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Sarah Williams to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sarah Williams 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 19th day of July 2023, do hereby celebrate Sarah Williams' 87th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sarah Williams as a token of our appreciation and blessed wishes.

—

CONGRATULATIONS EXTENDED TO LILA WILLIS ON 101ST BIRTHDAY.

[R2023-0002354]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lila Willis on her 101st birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Lila Willis to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lila Willis 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 19th day of July 2023, do hereby celebrate Lila Willis' 101st birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lila Willis as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO KAREN WILSON ON 75TH BIRTHDAY.

[R2023-0002355]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Karen Wilson on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Karen Wilson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Karen Wilson 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 19th day of July 2023, do hereby celebrate Karen Wilson's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Karen Wilson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO TROY YOUNG ON 75TH BIRTHDAY.

[R2023-0002356]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Troy Young on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Troy Young to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Troy 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 19th day of July 2023, do hereby celebrate Troy Young's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Troy Young as a token of our appreciation and blessed wishes.

Presented By

ALDERPERSON O'SHEA (19th Ward):

***CONGRATULATIONS EXTENDED TO PEGGY GODDARD ON RETIREMENT
FROM MORGAN PARK HIGH SCHOOL.***

[R2023-0001724]

WHEREAS, Peggy Goddard, director of the Catholic Youth Ministry Center at Morgan Park High School, will retire on June 30, 2023, following a long and distinguished career serving the students of Morgan Park High School; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Matthew J. O'Shea, Alderperson of the 19th Ward; and

WHEREAS, Peggy started her career as a two-day-per-week bookkeeper at the Catholic Youth Ministry Center in 1980 and, through hard work and dedication, became the director in 1990; and

WHEREAS, Peggy is well known throughout the Beverly and Morgan Park communities for her commitment to the students of Morgan Park High School, serving as a member of the Local School Council for 21 years, and planning events to support students academically, socially and emotionally; and

WHEREAS, Over the last 40 years, the students and alumni of Morgan Park High School credit Peggy with providing a safe space, warm environment and much guidance and support during the difficult teenage years; and

WHEREAS, During retirement, Peggy looks forward to spending time with her husband, Bill, and her nine grandchildren, traveling to Colorado to visit two of them, and continuing her work with the Sisters of Mercy; and

WHEREAS, Peggy's impact has been great and will be felt by the 19th Ward and city residents for years to come; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Peggy Goddard on her retirement, and wish her well on her future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Peggy Goddard.

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

CONGRATULATIONS EXTENDED TO COMMUNITY LEADERSHIP FELLOWS CLASS OF 2023.

[R2023-0001725]

WHEREAS, The Community Leadership Fellows' inaugural cohort of West Side leaders will graduate on June 26, 2023; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Michael D. Rodríguez, Alderperson of the 22nd Ward; and

WHEREAS, Community Leadership Fellows identifies leaders within the communities of Austin, East Garfield Park, Little Village, North Lawndale, West Garfield Park and West Humboldt Park and provides them with the mentoring, networking and skill-building resources to amplify their impact in the neighborhoods in which they live, work and lead; and

WHEREAS, Community Leadership Fellows recognizes that the West Side of Chicago is full of talented individuals who know all too well that opportunities and resources are not always evenly distributed among their community; and

WHEREAS, Community Leadership Fellows was founded in 2021 to create opportunities to invest in homegrown leaders of color who will lead sustainable and vibrant communities; and

WHEREAS, The Community Leadership Fellows class of 2023, consisting of 18 fellows, completed a year-long leadership experience that included workshops, site visits, trainings and collaborative learning exercises designed to set them on a path towards executive leadership; and

WHEREAS, The advisory and investors councils of Community Leadership Fellows would like to congratulate the inaugural cohort for successfully completing their program year and encourage them to continue to be a beacon of hope for their communities as alumni; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled on July 19, 2023, do hereby congratulate the Community Leadership Fellows class of 2023: Elianne Bahena, LaCreshia Birts, Jamil Brown, Patricia Carrillo, Alees Edwards, Lee Ann Eiland, Diana Franco, Crystal E. Gardner, Dr. Jaleesa Harris, Jackie Hoffman, DeAngelo Johnson, Roberta Logwood, Aisha Oliver, Mercedes Pickett, Alex Ramon, Gaython "Lady" Sanders, Edward Whitaker, Jr. and Karen Arewa Winters; and

Be It Further Resolved, That suitable copies of this resolution be presented to each of these exemplary fellows as a token of our respect and of our best wishes for a successful and prosperous future.

Presented By

ALDERPERSON TABARES (23rd Ward):

TRIBUTE TO LATE ALBERTO ONOFRE GUZMAN.

[R2023-0002359]

WHEREAS, It is with deep sadness and a sense of profound loss that we recognize the passing of Alberto Onofre Guzman, a beloved member of our community whose life exemplified compassion, dedication and unwavering commitment to serving others; and

WHEREAS, Alberto Onofre Guzman was born on April 8, 1973 in Acapulahuaya, Guerrero. Throughout his life, he demonstrated remarkable qualities of kindness, generosity and selflessness that touched the lives of countless individuals; and

WHEREAS, His passion for community development and social progress was evident in his active involvement in various initiatives aimed at uplifting the most vulnerable members of our society. Alberto Onofre Guzman's advocacy efforts and his unwavering belief in the inherent worth and dignity of every individual will continue to inspire generations to come; and

WHEREAS, Beyond his professional endeavors, Alberto Onofre Guzman was a cherished family member and a true friend to many. His warmth, humor and genuine care for others created a lasting impact on all who had the privilege of knowing him; and

WHEREAS, In recognition of his extraordinary contributions to our community, it is befitting for the City Council of Chicago to honor the life and legacy of Alberto Onofre Guzman, celebrating his unwavering commitment to justice, compassion and service; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby commemorate the life of Alberto Onofre Guzman and extend its deepest condolences to his family, friends and all those whose lives were touched by his remarkable presence; and

Be It Further Resolved, That a copy of this resolution be presented to the family of Alberto Onofre Guzman as a token of our profound respect and gratitude for his extraordinary contributions to our community.

Presented By

ALDERPERSON CONWAY (34th Ward):

CONGRATULATIONS EXTENDED TO RICCARDO MUTI ON RETIREMENT FROM CHICAGO SYMPHONY ORCHESTRA.

[R2023-0002197]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the tenure of Riccardo Muti as music director for the Chicago Symphony Orchestra; and

WHEREAS, Maestro Riccardo Muti celebrated his final concert as music director for the Chicago Symphony Orchestra on June 27, 2023; and

WHEREAS, The City Council has been notified of his departure from this role by the Honorable Bill Conway, Alderperson of the 34th Ward; and

WHEREAS, Maestro Muti began his tenure as music director in 2010, following a decades-long relationship with the Chicago Symphony Orchestra that began with a 1973 concert at the Ravinia Festival and included a Grammy Award-winning recording of a 2009 performance of Verdi's "Requiem"; and

WHEREAS, Maestro Muti was a leader for the ensemble both locally and abroad, including trips he led to Japan and Italy; and

WHEREAS, Education was a priority for Maestro Muti and shaped much of his work, engaging with audiences across the globe, including leading rehearsals with the Chicago Youth in Music Festival and establishing a partnership between the Chicago Symphony Orchestra and the Illinois Youth Center; and

WHEREAS, At a community concert at Millennium Park's Pritzker Pavilion, Maestro Muti will conduct Tchaikovsky's "Fifth Symphony" and Florence Price's "Andante moderato" to close out his extraordinary tenure as music director for the Chicago Symphony Orchestra; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of July 19, 2023, do hereby express our appreciation and wish him success in his next chapter; and

Be It Further Resolved, That suitable copies of this resolution be presented to Maestro Riccardo Muti as a token of our appreciation for his contributions to the City of Chicago.

Presented By

ALDERPERSON MITTS (37th Ward):

CONGRATULATIONS EXTENDED TO ORIGINAL PROVIDENCE BAPTIST CHURCH ON 160TH ANNIVERSARY.

[R2023-0002317]

WHEREAS, The Original Providence Baptist Church, founded in 1863 on Chicago's West Side, celebrates its 160th anniversary on June 25, 2023; and

WHEREAS, The Chicago City Council has been informed of this auspicious occasion by the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, In 1863, the creation of the Original Providence Baptist Church was the fulfillment of the hopes and dreams of a group of fugitive slaves, with a desire for independence and freedom that led them to Chicago by way of the Underground Railroad; and

WHEREAS, The group organized under the name of "Providence" Baptist Church with intention because the term suggested divine guidance; and

WHEREAS, Within a few years, the founders were joined by others who united with them to form a band of nearly 300; together they were able to raise enough money to purchase a lot and build their first church; and

WHEREAS, The church's first documented pastor was Reverend Thomas L. Johnson, who had been a slave for 28 years of his life, gaining his freedom after the Civil War; Reverend Johnson became the pastor in 1873 and served for three years until August 6, 1876, before setting sail with his wife, Henrietta, to England, where he studied at the Pastor's College before he and his wife became missionaries in Africa; and

WHEREAS, By 1911, a larger building was built at 217 North Leavitt Street under the pastorate of the Reverend S.L. Frances, who served until 1915; and

WHEREAS, The Original Providence Baptist Church parishioners' "mind to work" was on display not just in the physical things such as the edifice of the church, but also through the spiritual growth of Providence Baptist Church led by the following pastors: Thomas L. Johnson, William Belay, R.E. Jackson, B.B. Hillman, John Pope, A. Newsome, A.L. Harris and Robert Darden; and

WHEREAS, The church continued to move to various locations over the years before settling in their current location -- 515 North Pine Avenue -- in 1972; and

WHEREAS, Original Providence Baptist Church has continuously sought to equip the Body of Christ for wholistic ministry by bringing the Gospel through a variety of ways with a history of well-trained pastors, with this tradition continued by the current pastor, Reverend Victor L. Roland; and

WHEREAS, The church stands as a monument to the cause of Christians in the immediate community and in the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th of July 2023, do hereby recognize the 160th anniversary of the Original Providence Baptist Church and wish them many more wonderful years; and

Be It Further Resolved, That a suitable copy of this resolution be presented to the Original Providence Baptist Church.

Presented By

ALDERPERSON SPOSATO (38th Ward):

TRIBUTE TO LATE PRIVATE FIRST CLASS CHRYS CARVAJAL.

[R2023-0002794]

WHEREAS, God unexpectedly called Private First Class Chrys Carvajal home on July 3, 2021; and

WHEREAS, Chrys was an innocent victim of street violence and leaves a hole in the hearts of so many who loved and respected him and who are deeply grieving his loss; and

WHEREAS, Private First Class Carvajal proudly served our country as a member of the National Guard, completing his basic training at Fort Jackson, South Carolina and waiting to be stationed at a military base in Riverside; and

WHEREAS, Chrys aspired to be a Chicago police officer, hoping to help and dedicate his life to the people of this great city; and

WHEREAS, Chrys was raised in Chicago, the son of Lourdes Lara (Noel) and Eliseo Carvajal and loving brother of Jennifer and Brittany, who deeply mourn his passing; and

WHEREAS, Chrys was a positive person, always striving to better himself and work hard to achieve his dreams; and

WHEREAS, Chrys was a gifted athlete who had a passion for soccer, exceling in the sport at Chicago Academy as a much valued member of the team; and

WHEREAS, Private First Class Chrys Carvajal lost his life at the young age of 19 years, depriving this world of all he had yet to accomplish; and

WHEREAS, We recognize that the loss of Private First Class Chrys Carvajal underscores our need to work to resolve the senseless violence on our streets and the loss of the talents and treasures of our youth who were lost too soon; and

WHEREAS, It is our fervent hope that those who perpetrated this horrendous and senseless crime be brought to justice; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 19th day of July 2023 A.D., do hereby honor the memory of Private First Class Chrys Carvajal and grieve the loss of such an exceptional person; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to the family of Private First Class Chrys Carvajal.

Presented By

ALDERPERSON NAPOLITANO (41st Ward):

TRIBUTE TO LATE GERALD HART.

[R2023-0001726]

WHEREAS, God called Jerry home on March 8, 2021, and he is missed by his loving wife, Peggy O'Sullivan, and his amazing children and stepchildren: Emily (Bill O'Hara), Aidan (CFD) (Neisha), Nolan, Terry Byrne and Mary Byrne, whom he loved dearly; and

WHEREAS, Jerry adored his four grandchildren, Evelyn and Liam O'Hara and Vinny and Gavin Hart; he was so very proud of them and loved spending time with them; and

WHEREAS, Jerry was born and raised on the West Side of Chicago by his parents, Vinny (CPD) and Mary, with his three sisters, Kathleen (Joe McDermott), Eileen Hart (Bill Adamcik) and Megan (retired CPD) (Mike Ryan, retired CPD); and

WHEREAS, Jerry attended St. Angela Grammar School and St. Patrick High School, and was well known and loved by his classmates and friends, too many to mention; and

WHEREAS, Jerry began his career as a fire call taker with the Chicago Fire Department on May 15, 1987, became a fire alarm operator on May 1, 1989 and was promoted to senior fire alarm operator on October 10, 2009; and

WHEREAS, Jerry Hart devoted 34 years of service to the City of Chicago, handling a very important and stressful job with dedication, professionalism and respect for his coworkers and the people of Chicago; and

WHEREAS, Jerry Hart was known for his generous heart, his sense of humor, loyalty to family and friends, his impeccable style and can-do mentality; and

WHEREAS, Jerry was an avid golfer and bought a place in "Harrisdale, Jerrisona" (Scottsdale, Arizona) which he enjoyed with his family and many friends and is known for his many home parties, especially around St. Patrick's Day; and

WHEREAS, Jerry enjoyed life and brought much happiness and laughter to many, and taught us many life lessons along the way; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this 19th day of July 2023 A.D., to honor the memory of Jerry Hart and his service to the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to his family.

Presented By

ALDERPERSON REILLY (42nd Ward):

DECLARATION OF AUGUST 7, 2023 AS "NATIONAL LIGHTHOUSE DAY" IN CHICAGO.

[R2023-0001727]

WHEREAS, August 7, 2023 marks the 234th anniversary of President George Washington signing the "Lighthouses Act of 1789", officially known as "an Act for the establishment and support of lighthouses, beacons, buoys and public piers" (1 Statute 53, Chapter 9); and

WHEREAS, The national lighthouse preservation movement has gained momentum over the past half-century and is making major contributions to the preservation of maritime history and heritage and, through the development and enhancement of cultural tourism, to the economies of coastal communities in the United States; and

WHEREAS, The Chicago Harbor Lighthouse holds a special place in the hearts of many who visit and who call this great city home. For more than a century, the lighthouse has guided mariners entering and departing Chicago Harbor; and

WHEREAS, The Chicago Harbor Lighthouse has stood the test of time and weathered the storms of Lake Michigan. Initially built during the 1893 World's Columbian Exposition, the lighthouse moved to its current location in 1919; and

WHEREAS, The Chicago Harbor Lighthouse stands today as Chicago's preeminent icon of the City's maritime history. The commercial traffic that made Chicago Harbor such a busy port and put Chicago on the map would not have been possible without the evolution of lighthouses on our lakefront; and

WHEREAS, The current condition of the Chicago Harbor Lighthouse is stable, but in need of preservation and restoration work. The City of Chicago and Friends of the Chicago Harbor Lighthouse are working together to return this magnificent structure to its original beauty. This work is especially urgent due to the changing environment of Lake Michigan and the onset of stronger storms due to climate change; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby declare August 7, 2023 as "National Lighthouse Day" in the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Friends of the Chicago Harbor Lighthouse as a sign of our honor and respect.

Presented By

ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO JIM BYRNE ON RETIREMENT FROM B&V VACUUMS.

[R2023-0001728]

WHEREAS, The members of this chamber are pleased to congratulate Jim Byrne of B&V Vacuums on his retirement; and

WHEREAS, The Chicago City Council has been informed of this remarkable accomplishment by the Honorable James M. Gardiner, Alderperson of the 45th Ward; and

WHEREAS, Jim Byrne's father, Bob, started a business as a salesman and distributor for Kirby vacuums; and

WHEREAS, Bob Byrne opened B&V Vacuums in the Jefferson Park community in 1963; and

WHEREAS, Jim Byrne took the store over for his father in 1983; and

WHEREAS, B&V Vacuums has been a staple in the Jefferson Park community for over 50 years and was known for their outstanding customer service and work ethic; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Jim Byrne and B&V Vacuums on their years of service to the Northwest Side of Chicago and wish him many happy years of retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jim Byrne.

CONGRATULATIONS EXTENDED TO JEFFREY BANTZ ON 75TH BIRTHDAY.

[R2023-0002784]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jeffrey Bantz in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Jeffrey Bantz on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Jeffrey Bantz on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Jeffrey Bantz.

CONGRATULATIONS EXTENDED TO STEVE BECKNEK ON 80TH BIRTHDAY.

[R2023-0002793]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Steve Becknek in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Steve Becknek on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Steve Becknek on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Steve Becknek.

CONGRATULATIONS EXTENDED TO ROY HULL ON 90TH BIRTHDAY.

[R2023-0001729]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Roy Hull in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Roy Hull on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Roy Hull on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Roy Hull.

CONGRATULATIONS EXTENDED TO KENNETH KRUPA ON 70TH BIRTHDAY.

[R2023-0002778]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Kenneth Krupa in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Kenneth Krupa on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Kenneth Krupa on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kenneth Krupa.

CONGRATULATIONS EXTENDED TO NORMA LUGO-GUYLAS ON 70TH BIRTHDAY.

[R2023-0002779]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Norma Lugo-Gulyas in honor of her 70th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Norma Lugo-Gulyas on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Norma Lugo-Gulyas on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Norma Lugo-Gulyas.

CONGRATULATIONS EXTENDED TO ROBERT ROBINSON ON 75TH BIRTHDAY.
[R2023-0002752]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Robert Robinson in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Robert Robinson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Robert Robinson on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Robert Robinson.

CONGRATULATIONS EXTENDED TO BARNEY RUTKOWSKI ON 75TH BIRTHDAY.
[R2023-0002775]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Barney Rutkowski in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Barney Rutkowski on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Barney Rutkowski on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Barney Rutkowski.

CONGRATULATIONS EXTENDED TO BERTA SAUCEDO ON 85TH BIRTHDAY.

[R2023-0002790]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Berta Saucedo in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Berta Saucedo on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Berta Saucedo on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Berta Saucedo.

—

CONGRATULATIONS EXTENDED TO KAZIMIERZ STACHOWICZ ON 75TH BIRTHDAY.

[R2023-0002781]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Kazimierz Stachowicz in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Kazimierz Stachowicz on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Kazimierz Stachowicz on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Kazimierz Stachowicz.

CONGRATULATIONS EXTENDED TO DAVID SUERTH ON 75TH BIRTHDAY.

[R2023-0002783]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to David Suerth in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to David Suerth on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate David Suerth on the occasion of his birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to David Suerth.

CONGRATULATIONS EXTENDED TO JOSEPHINE URBANSKI ON 85TH BIRTHDAY.

[R2023-0002786]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Josephine Urbanski in honor of her 85th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Josephine Urbanski on this momentous occasion as recognition for being a stellar resident of the City of Chicago; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 19th day of July 2023, do hereby congratulate Josephine Urbanski on the occasion of her birthday; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Josephine Urbanski.

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

DESIGNATION OF JULY 11, 2023 AS "SREBRENICA GENOCIDE REMEMBRANCE DAY" IN CHICAGO.

[R2023-0002687]

WHEREAS, In July 1995, a genocide took place in the Bosnian town of Srebrenica, claiming the lives of more than 8,000 Bosniaks; and

WHEREAS, In addition to the killings, more than 20,000 civilians were expelled from the area in an attempt at ethnic cleansing of the Bosniak population; and

WHEREAS, Srebrenica was declared a "safe area" by the United Nations Security Council in 1993 and was meant to be free from armed attacks -- yet the violence and killings continued; and

WHEREAS, Bosnian Serb units captured the town of Srebrenica on July 11, 1995, and in less than two weeks carried out the worst act of mass killing in Europe since the end of World War II; and

WHEREAS, Serb forces began capturing all males aged 12 and older and imprisoning them in warehouses and lorries; and

WHEREAS, The killing of the unarmed Bosniak men and boys began in July 1995, with at least 8,000 civilians being murdered and buried in mass graves; and

WHEREAS, Approximately 15,000 Bosniaks in Srebrenica were shelled and attacked by Serb forces as they attempted to flee across the mountains, with no more than 3,000 of the original group surviving; and

WHEREAS, The first Bosniaks settled in Chicago in the late 19th century, with the population steadily growing to as many as 70,000 Bosniaks and their descendants living in the Chicago area and founding community centers such as the Bosnian Islamic Cultural Center in Chicago's 50th Ward; now, therefore,

Be It Resolved, That we, the members of the City Council of the City of Chicago, assembled this 19th day of July 2023, do hereby designate July 11, 2023 as "Srebrenica Genocide Remembrance Day" in the City of Chicago, and we condemn the Bosnian genocide in the strongest terms possible, along with all other crimes against humanity and ethnic cleansing campaigns around the world.

MATTERS PRESENTED BY THE ALDERPERSONS.

***(Presented By Wards, In Order, Beginning
With The 50th 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 LOADING ZONES.

The alderpersons named below presented proposed ordinances to establish loading 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 |
|--------------|-----------------------------|
|--------------|-----------------------------|

SIGCHO-LOPEZ
(25th Ward)

West 21st Place (north side) 44 feet, from 2124 South Ashland Avenue to the alley -- no parking, no standing -- Monday through Friday -- 7:00 A.M. to 7:00 P.M.;

[O2023-0003045]

REILLY
(42nd Ward)

North Harbor Drive (upper level) from a point 100 feet south of East Waterside Drive to a point 20 feet south thereof -- at all times -- all days.

[O2023-0003059]

Referred -- REMOVAL OF LOADING ZONE AT UPPER N. HARBOR DR. AND E. WATERSIDE DR.

[O2023-0003057]

Aldersperson Reilly (42nd Ward) presented a proposed ordinance to remove a no stopping/ no standing zone at the upper level of North Harbor Drive (east side) from a point 100 feet south of East Waterside Drive to a point 20 feet south thereof, to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT ON PORTION OF N. LEAVITT ST.

[O2023-0002732]

Aldersperson Waguespack (32nd Ward) presented a proposed ordinance to restrict the movement of traffic on North Leavitt Street, from North Milwaukee Avenue to West Armitage Avenue, one-way southbound, except bicycles, 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 |
|--------------|----------------------------|
|--------------|----------------------------|

CHICO
(10th Ward)

South Avenue N, at 11042 (Handicapped Parking Permit EA48131);

[O2023-0003035]

QUINN
(13th Ward)

South Kenneth Avenue, at 6519 (Handicapped Parking Permit 132217);

[O2023-0002691]

Aldersperson

Location And Permit Number

South Kildare Avenue, at 5749 (Handicapped Parking Permit 132202);
[O2023-0002686]

South Kildare Avenue, at 6347 (Handicapped Parking Permit 132143);
[O2023-0002683]

South Kolin Avenue, at 6040 (Handicapped Parking Permit 131118);
[O2023-0002692]

South Kostner Avenue, at 5939 (Handicapped Parking Permit 131163);
[O2023-0002750]

South Menard Avenue, at 6108 (Handicapped Parking Permit 132045);
[O2023-0002673]

South Monitor Avenue, at 6147 (Handicapped Parking Permit 132144);
[O2023-0002682]

South Moody Avenue, at 5617 (Handicapped Parking Permit 132154);
[O2023-0002685]

South Nagle Avenue, at 5617 (Handicapped Parking Permit 132203);
[O2023-0002688]

South Neenah Avenue, at 5847 (Handicapped Parking Permit 132216);
[O2023-0002689]

South Tripp Avenue, at 5524 (Handicapped Parking Permit 132142);
[O2023-0002684]

South Tripp Avenue, at 6229 (Handicapped Parking Permit 130927);
[O2023-0002749]

West 59th Street, at 5909 (Handicapped Parking Permit 132129);
[O2023-0002681]

CURTIS
(18th Ward)

West Hayford Street, at 3758 (Handicapped Parking Permit 130878);
[O2023-0002708]

West Pippin Street, at 3730 (Handicapped Parking Permit 131486);
[O2023-0002768]

7/19/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

2303

Aldersperson

Location And Permit Number

TAYLOR
(20th Ward)

South Champlain Avenue, at 6132 (Handicapped Parking Permit 130616);

[O2023-0003041]

South Evans Avenue, at 6223 (Handicapped Parking Permit EA21693);
[O2023-0003039]

South Justine Street, at 4811 (Handicapped Parking Permit 130315);
[O2023-0003038]

South Kenwood Avenue, at 6541 (Handicapped Parking Permit DH39895);

[O2023-0003042]

West 50th Place, at 743 (Handicapped Parking Permit 130676);
[O2023-0003040]

SIGCHO-LOPEZ
(25th Ward)

South Hoyne Avenue, at 2103 (Handicapped Parking Permit 131212);
[O2023-0003050]

South May Street, at 1937 (Handicapped Parking Permit 131361);
[O2023-0003051]

South Miller Street, at 1621 (Handicapped Parking Permit 131620);
[O2023-0003048]

South Morgan Street, at 1915 (Handicapped Parking Permit 131684);
[O2023-0003047]

FUENTES
(26th Ward)

North Artesian Avenue, at 1214 (Handicapped Parking Permit 131670);
[O2023-0002833]

North Avers Avenue, at 2113 (Handicapped Parking Permit 131510);
[O2023-0002828]

North Kedzie Boulevard, at 2132 (Handicapped Parking Permit 131088);

[O2023-0002829]

| Aldersperson | Location And Permit Number |
|--|--|
| | North Kenneth Avenue, at 1908 (Handicapped Parking Permit 131501);
[O2023-0002832] |
| | North Lawndale Avenue, at 1718 (Handicapped Parking Permit 131665);
[O2023-0002825] |
| | North Leclaire Avenue, at 2227 (Handicapped Parking Permit 131424);
[O2023-0002831] |
| | West Potomac Avenue, at 3335 (Handicapped Parking Permit 12996);
[O2023-0002716] |
| BURNETT
(27 th Ward) | North Central Park Avenue, at 424 (handicapped permit parking);
[O2023-0003053] |
| VILLEGAS
(36 th Ward) | North Kedvale Avenue, at 1528 (Handicapped Parking Permit 130614);
[O2023-0002913] |
| | West Walton Street, at 2138 (Handicapped Parking Permit 101985);
[O2023-0002914] |
| VASQUEZ
(40 th Ward) | North Rockwell Street, at 5307 (Handicapped Parking Permit 130909).
[O2023-0002762] |

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Permit Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Aldersperson | Location And Permit Number |
|---|---|
| <i>LEE</i>
(11 th Ward) | Remove Handicapped Parking Permit 15562 at 224 West 25 th Place;
[O2023-0002211] |
| <i>QUINN</i>
(13 th Ward) | Amend ordinance by striking: "South Kenneth Avenue, at 5741
(Handicapped Parking Permit 119411)";
[O2023-0002748]

Amend ordinance by striking: "South Oak Park Avenue, at 5537
(Handicapped Parking Permit 13619)";
[O2023-0002747] |
| <i>SPOSATO</i>
(38 th Ward) | Amend ordinance by striking: "North Octavia Avenue, at 3946
(Handicapped Parking Permit 68751)";
[O2023-0002780]

Amend ordinance by striking: "North Orange Avenue, at 3225
(Handicapped Parking Permit 127821)";
[O2023-0002782] |
| <i>SILVERSTEIN</i>
(50 th Ward) | Amend ordinance by striking: "North California Avenue, at 6431
(Handicapped Parking Permit 95512)";
[O2023-0002909]

Amend ordinance by striking: "North Sacramento Avenue, at 6418
(Handicapped Permit Parking 125567)".
[O2023-0002208] |

Referred – ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to establish residential permit parking zones at 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

LEE

(11th Ward)

3106 -- 3124 South May Street and 3111 -- 3125 South May Street
(both sides) between West 31st Street and West 31st Place -- at all times
-- all days -- residential permit parking zone;

[O2023-0002222]

RODRÍGUEZ

(22nd Ward)

2612 -- 2659 South Hamlin Avenue (excluding 2615 South
Hamlin Avenue) -- at all times -- all days -- residential permit
parking zone;

[O2023-0003043]

SIGCHO-LOPEZ

(25th Ward)

West 20th Place, from South Racine Avenue to 1158 West 20th Place
-- at all times -- all days -- residential permit parking zone;

[O2023-0003046]

VILLEGAS

(36th Ward)

800 block of North Maplewood Avenue, from 814 -- 853 -- at all times
-- all days.

[Or2023-0002915]

Referred -- ESTABLISHMENT OF BUFFER ZONE FOR RESIDENTIAL PERMIT
PARKING ZONE 102.

[O2023-0002774]

Aldersperson Waguespack (32nd Ward) presented a proposed ordinance to establish buffer zones for Residential Permit Parking Zone 102 at 2201 -- 2259 West Armitage Avenue (south side), 2200 -- 2259 West Homer Street (both sides), 2200 -- 2259 West Cortland Street (both sides) and 1800 -- 1899 North Wilmot Avenue (both sides), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which established residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Aldersperson | Location, Distance And Time |
|--------------|-----------------------------|
|--------------|-----------------------------|

RODRÍGUEZ-SÁNCHEZ

(33rd Ward)

Amend ordinance by striking: "4500 -- 4600 North Avers Avenue (west side) -- at all times -- all days -- Residential Permit Parking Zone 113" and inserting in lieu thereof: "North Avers Avenue at 4500 -- 4566 (west side), 4600 -- 4656 (west side), 4601 -- 4655 (east side), 4700 -- 4754 (west side) and 4701 -- 4759 (east side) -- at all times -- all days -- Residential Permit Parking Zone 113";

[O2023-0003054]

RAMIREZ-ROSA

(35th Ward)

Amend ordinance by striking: "North Bernard Street (both sides) from West Barry Avenue to the first alley south of West Belmont Avenue" and inserting in lieu thereof: "North Bernard Street (both sides) from West Barry Avenue to West Belmont Avenue".

[O2023-0003056]

Referred -- ESTABLISHMENT OF 20 MILE PER HOUR SPEED LIMITATION ON PORTIONS OF N. CAMPBELL AVE. AND W. ROSCOE ST.

[O2023-0003060]

Aldersperson Martin (47th Ward) presented a proposed ordinance to establish a 20 mile per hour speed limitation on North Campbell Avenue, from West Roscoe Street to West Belmont Avenue and on West Roscoe Street, from North Campbell Avenue to North Western Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented a proposed ordinance and orders directing the Commissioner of Transportation to install traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

| Aldersperson | Location And Type Of Sign |
|---|---|
| LA SPATA
(1 st Ward) | West Augusta Boulevard and North Paulina Street -- "All-Way Stop";
[Or2023-0003028] |
| HARRIS
(8 th Ward) | East 90 th Street and South Creiger Avenue -- "All-Way Stop";
[Or2023-0002710] |
| CHICO
(10 th Ward) | East 134 th Street and South Avenue N -- "All-Way Stop";
[O2023-0003029] |
| QUINN
(13 th Ward) | West 57 th Street and South Mayfield Avenue -- "Two-Way Stop";
[Or2023-0002767] |
| SILVERSTEIN
(50 th Ward) | North Sacramento Avenue and West Jerome Street -- "All-Way Stop".
[Or2023-0002785] |

Referred -- INSTALLATION OF 5-TON WEIGHT LIMITATION SIGNS ON PORTION OF N. CAMPBELL AVE.

[O2023-0003062]

Aldersperson Martin (47th Ward) presented a proposed ordinance for the installation of 5-ton weight limitation signs on North Campbell Avenue at West Addison Street facing south and

on North Campbell Avenue at West Bradley Place facing west, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERPERSON LEE (11th Ward):

To classify as a B3-2 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House), a B-1 Neighborhood Shopping and C-1 Neighborhood Commercial Districts the area shown on Map Number 8-F bounded by:

a line 72 feet south of and parallel to West 35th Street; the alley next east of and parallel to South Halsted Street; West 36th Street; and South Halsted Street (common address: 3509 -- 3559 South Halsted Street).

[O2023-0002756]

BY ALDERPERSON ERVIN (28th Ward):

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 2-I bounded by:

West Fifth Avenue; South Sacramento Boulevard; the alley next south of and parallel to West Fifth Avenue; and a line 200 feet northeast of and parallel to South Whipple Street (common address: 3001 -- 3013 West Fifth Avenue).

[O2023-0002753]

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 2-I bounded by:

West Fifth Avenue; a line 125 feet northeast of and parallel to South Whipple Street; the alley next south of and parallel to West Fifth Avenue; and a line 36.3 feet southwest of and parallel to South Whipple Street (common address: 3023 -- 3043 West Fifth Avenue).

[O2023-0002754]

To classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of a C1-2 Neighborhood Commercial District and a C1-3 Neighborhood Commercial Districts the area shown on Map Number 2-I bounded by:

the alley next north of West Fifth Avenue; the alley next west of and parallel to South Albany Avenue; West Fifth Avenue; a line 61.3 feet southwest of and parallel to South Whipple Street; the alley next south of and parallel to West Fifth Avenue; South Troy Street; West Fifth Avenue; and a line 211.65 feet northeast of and parallel to South Kedzie Avenue (common address: 3049 -- 3127 West Fifth Avenue; 3064 -- 3134 West Fifth Avenue and 141 -- 143 South Troy Street).

[O2023-0002755]

BY ALDERPERSON VILLEGAS (36th Ward):

To classify as a B1-1 Neighborhood Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 3-I bounded by:

West Rice Street; North Western Avenue; the alley next south of and parallel to West Rice Street; and the alley next west of and parallel to North Western Avenue (common address: 812 North Western Avenue).

[O2023-0002264]

To classify as a B1-1 Neighborhood Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit and a B3-2 Community Shopping Districts the area shown on Map Number 3-I bounded by:

a line 145 feet north of and parallel to West Walton Street; North Western Avenue; West Walton Street; North Western Avenue; West Walton Street; and a line 160.4 feet west of and parallel to North Western Avenue (common address: 930 North Western Avenue).

[O2023-0002269]

BY ALDERPERSON REILLY (42nd Ward):

To classify as a DC-3 Downtown Core District instead of Planned Development Number 1293 the area shown on Map Number 1-F bounded by:

West Randolph Street; North Franklin Street; West Washington Street; a line 160.80 feet west of and parallel to North Franklin Street; the public alley next south of and parallel to North Franklin Street; the public alley next south of and parallel to West Randolph Street; and a line 120.56 feet east of and parallel to North Wacker Drive (common address: 301 West Randolph Street).

[O2023-0002948]

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 -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 1.111 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. MILWAUKEE AVE.

[O2023-0002976]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 1.111 which restricted the issuance of additional package goods licenses on the west side of North Milwaukee Avenue, from North California Avenue to North Sacramento Avenue, to be in effect for one year following passage of ordinance, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF JL DEVELOPMENT LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0002974]

Also, a proposed ordinance to exempt JL Development LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1501 -- 1515 North Ashland Avenue/1554 West Le Moyne Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago; to close existing curb cuts along the same addresses; and further, to direct the Departments of Transportation, Planning and Development, and Buildings to prohibit approved permits allowing the entrance or exit to the site via curb cuts on Ashland Avenue or Le Moyne Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON LA SPATA (1st Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLES 5 AND 11 OF MUNICIPAL CODE REGARDING UTILITY BILLING RELIEF PROGRAM.

[O2023-0002972]

A proposed ordinance, presented by Alderpersons La Spata, Taylor, Rodríguez, Fuentes, Rodríguez-Sánchez, Ramirez-Rosa, Vasquez, Knudsen, Martin and Hadden, to amend Titles 5 and 11 of the Municipal Code of Chicago by modifying Chapter 5-12 prohibiting any tenant from paying for water or wastewater service separate from rent without specifically agreeing in writing and prohibiting a landlord from retaining a tenant's Utility Billing Relief credit; by modifying Chapter 11-12 regarding a "Utility Billing Relief Program" which provides one fixed annual credit of 50 to 100 percent of their water bill to vulnerable, low-income households with past due debt; authorizing the Comptroller to enter into agreements with the Community and Economic Development Association of Cook County to administer outreach and enrollment activities for the Utility Bill Relief Program; and further, establishing an application process and eligibility criteria for households whose income are not more than 250 percent of the Federal Poverty Level, which was *Referred to the Committee on Environmental Protection and Energy*.

Presented By

ALDERPERSON HOPKINS (2nd Ward):

Referred -- VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY W. CONCORD PL., N. THROOP ST., W. NORTH AVE. AND N. ADA ST.

[O2023-0002893]

A proposed ordinance authorizing the vacation of the northeast/southwest 12-foot-wide public alley being part of Lots 57 and 58, all inclusive, in the subdivision of Blocks 17, 18, 20 and 21 (except Lots 1, 6, 12, 38, 39, 40 and 41 of Sheffield's Addition to Chicago in Sections 29, 31, 32 and 33-4-14) recorded October 22, 1856, within the area bounded by West Concord Place, North Throop Street, West North Avenue and North Ada Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON HOPKINS (2nd Ward) And
ALDERPERSON MANAA-HOPPENWORTH (48th Ward):**

Referred -- CALL FOR HEARING(S) ON CHICAGO POLICE DEPARTMENT USE OF TECHNOLOGY IN POLICING.

[R2023-0002815]

A proposed resolution calling on the Committee on Public Safety to hold a subject matter hearing with representatives from the Office of Energy Management and Communication, representatives from the Chicago Police Department, and experts on body worn cameras, sound camera technology, and drone technology regarding the Chicago Police Department's use of technology to assist with law enforcement, including body worn cameras and advancements, use of drones, and noise cameras technology to enforce vehicular noise violations, as well as technology to improve real-time communication between Chicago Police Department and Office of Energy Management and Communication. Two committees having been called, the Committee on Public Safety and the Committee on Police and Fire, the said proposed resolution was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON ROBINSON (4th Ward):

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 4543 S. ELLIS AVE.

[Or2023-0002956]

A proposed order authorizing the Commissioners of Buildings, Finance, and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for the construction of a new three-story, six-unit, multi-family residential building with attached two-car carport and detached three-car carport with roof deck at the historic property located at 4543 South Ellis Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERPERSON ROBINSON (4th Ward)
And OTHERS:**

Referred -- CALL ON CHICAGO INSTITUTIONS OF HIGHER EDUCATION TO ESTABLISH DEPARTMENT TO INCREASE BLACK STUDENT RECRUITMENT, ENROLLMENT AND SCHOLARSHIP OPPORTUNITIES.

[R2023-0002940]

A proposed resolution, presented by Alderpersons Robinson, Dowell, Yancy, Hall, Mitchell, Harris, Chico, Ramirez, Gutiérrez, Lopez, Coleman, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Ervin, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Mitts, Nugent, Vasquez, Gardiner, Lawson, Clay, Martin, Manaa-Hoppenworth and Hadden, calling on all institutions of higher education in Illinois to immediately establish an office or department with ample personnel who shall be responsible for increasing Black student recruitment, enrollment, and scholarship opportunities; and further, calling on the Illinois General Assembly and Illinois Governor JB Pritzker to direct funds toward emergency enrollment outreach and completion of programs for Black student enrollment increases, which was *Referred to the Committee on Health and Human Relations*.

7/19/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

2315

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTIES AT 458 W. 41ST ST. AND 4021 S. NORMAL AVE.

[O2023-0002944]

A proposed ordinance recommending the properties at 458 West 41st Street and 4021 South Normal 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 -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 238 West Cermak Road; and

[Or2023-0002761]

one sign/signboard at 4000 South Racine Avenue.

[Or2023-0002210]

Presented By

ALDERPERSON QUINN (13th Ward):

Referred -- STANDARDIZATION OF PORTION OF W. 63RD PL. AS "JEANNINE JANULIS WAY".

[O2023-0002923]

A proposed ordinance directing the Commissioner of Transportation to take the necessary

action for the standardization of 5900 -- 6000 West 63rd Place as "Jeannine Janulis Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 6400 S. PULASKI RD.

[Or2023-0002811]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 6400 South Pulaski Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON LOPEZ (15th Ward):

Referred -- AMENDMENT OF TITLES 2 AND 7 OF MUNICIPAL CODE REGARDING LIVESTOCK LICENSES, POLICIES AND PROHIBITIONS WITHIN CITY OF CHICAGO.

[O2023-0002993]

A proposed ordinance to amend Titles 2 and 7 of the Municipal Code of Chicago by modifying Section 7-12-210 to prohibit the keeping, stabling, or maintaining of any horse within Chicago and to prohibit the issuance of new licenses to own, keep, or stable a horse within the City and to establish a violation penalty of \$250.00 for each horse, each day; to exclude from this prohibition horses owned or maintained by nonresidents traveling through or temporarily living in the City for not more than 15 consecutive days, any person licensed for permanent animal exhibition, a unit of local, state, or federal government, and a licensed slaughterhouse; adding new Sections 7-12-220 and 7-12-230 regarding registration requirements, exemptions, and application review processes for the ownership of hens within the City; replacing Sections 7-12-240, 7-12-250 and 7-12-260 regarding obligations and restrictions, humane care standards, and complaint filing procedures for the ownership of hens in the City; and further, replacing Section 7-12-270 to prohibit the keeping, stabling, or possessing of any livestock or animal included on the list of regulated invasive species, and establishing a license fee of \$25.00 annually for any livestock or animal not prohibited, which was *Referred to the Committee on Environmental Protection and Energy*.

Referred -- CALL ON DEPARTMENT OF PUBLIC HEALTH TO INCLUDE MEMBERS OF BUSINESS, INDUSTRY AND LABOR ENTITIES WITHIN EACH WORKING GROUP INCLUDED IN CUMULATIVE IMPACT ASSESSMENT.

[R2023-0002987]

Also, a proposed resolution calling on the Department of Public Health to provide the Committee on Environmental Protection and Energy with a balanced and inclusive Cumulative Impact Assessment that includes members of the business, industry, and labor working groups; and further, to prohibit introduction to City Council any ordinance regarding policy decisions related to "air, water and land" until said working groups are included into all Cumulative Impact Assessments with equal voting rights and proportionality, which was *Referred to the Committee on Environmental Protection and Energy*.

—

Referred -- CALL FOR HEARING(S) ON POTENTIAL LAWS AND REGULATIONS OF COMPARABLE MUNICIPALITIES REGARDING REGULATION OF LIVESTOCK AND OTHER NON-PET ANIMALS.

[R2023-0002988]

Also, a proposed resolution calling on the Committee on Environmental Protection and Energy to hold a subject matter hearings with the executive director of Chicago Animal Care and Control, representatives of various urban farming, animal advocates, and subject matter experts on the laws and regulations of other comparable municipalities regulating or prohibiting livestock and other non-pet animals and potential adoption of similar regulations by City of Chicago, which was *Referred to the Committee on Environmental Protection and Energy*.

—

Referred -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 4-401 ENTITLED "TRADE IN FUR PRODUCTS".

[O2023-0002983]

Also, a proposed ordinance to amend Title 4 of the Municipal Code of Chicago by adding new Chapter 4-401 entitled "Trade in Fur Products" to prohibit the sale, trade, or distribution for monetary or nonmonetary consideration of a fur product in the city, except in cases of a nonprofit organization, second-hand store or pawn shop; or fur product used in the practice of religious, tribal, cultural or spiritual purposes by federally or state recognized Native Americans, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF CHAPTERS 4-6 AND 4-156 OF MUNICIPAL CODE REGARDING VIDEO GAMING TERMINALS.

[O2023-0002992]

Also, a proposed ordinance to amend Title 4, Chapter 6 of the Municipal Code of Chicago by modifying Section 4-6-120 to allow the City to prohibit the issuance of additional video gaming terminal operation licenses, with some exceptions; and by modifying Chapter 4-156 of the Code by establishing an annual tax of \$2,500.00 per device for automatic amusement devices that are video gaming terminals operated for profit; and prohibiting any person, firm, corporation, organization or other legal entity to permit a person under the age of 21 to play an automatic amusement device that is a video gaming terminal, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF CHAPTER 10-28 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW ARTICLE II-A (SECTION 10-28-125) REGARDING PERMIT REQUIREMENTS FOR PUBLIC BOOKCASES.

[O2023-0002990]

Also, a proposed ordinance to amend Title 10, Chapter 28 of the Municipal Code of Chicago to prohibit any person from constructing, installing, or maintaining any public bookcase on, under, or above the public way without a public way use permit and adding new Article II-A (Section 10-28-125) to prohibit issuance of public way use permits for public bookcases to educational institutions, day care centers, public and private libraries, not-for-profit organizations, community organizations, and religious societies, associations, organizations or institutions, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON LOPEZ (15th Ward)
And OTHERS:

Referred -- CALL FOR HEARING(S) TO EXAMINE POSSIBLE ADVERSE IMPACT ON SAFETY OF CHICAGO RESIDENTS AS RESULT OF ILLINOIS ELIMINATION OF CASH BAIL.

[R2023-0002989]

A proposed resolution, presented by Alderpersons Lopez, Beale, Chico, Quinn, Curtis, O'Shea, Sposato, Napolitano and Reilly, calling on the Committee on Public Safety to hold

public hearings with members of law enforcement and the legal community to examine the possible adverse impact and proactive measures needed as a result of the elimination of cash bail by the Illinois Supreme Court, which was *Referred to the Committee on Public Safety*.

Presented By

ALDERPERSON COLEMAN (16th Ward):

Referred -- CALL FOR HEARING(S) ON CITY'S PLANS TO MITIGATE AND RESPOND TO FUTURE EXTREME FLOODING.

[R2023-0002926]

A proposed resolution calling for an emergency hearing and inviting representatives from the Departments of Transportation, Water Management, Metropolitan Water Reclamation District, Office of Emergency Management and Communication, and the Chief Sustainability Officer regarding the recent extreme flooding events in the City and plans to mitigate and respond to future flooding; and further, to call on Governor JB Pritzker to declare a disaster area to provide resources to those most affected, which was *Referred to a Joint Committee comprised of the members of the Committee on Environmental Protection and Energy and the Committee on Public Safety*.

Referred -- CALL FOR HEARING(S) ON STATUS OF REOPENING 63RD AND RACINE GREEN LINE STATION.

[R2023-0002886]

Also, a proposed resolution calling on the Committee on Transportation and Public Way to hold a subject matter hearing with relevant CTA officials, including CTA President Dorval Carter, on the status of the reopening of the 63rd and Racine Green Line Station, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF CHAPTER 14A-3 OF MUNICIPAL CODE REGARDING PROCEDURE TO DETERMINE SAFETY OF VACANT AND OPEN STRUCTURES AND NECESSITY FOR DEMOLITION.

[O2023-0002882]

Also, a proposed ordinance to amend Title 14A, Chapter 3 of the Municipal Code of Chicago by requiring boarded up structures, private garages, carports or similar non-habitable

structures that are either abandoned or vacant, a nuisance, or subject to demolition to be inspected to determine if any unsafe conditions are present and if any temporary work is necessary to abate imminent danger to life or property; and to direct a building official to annually review the City's demolition list for any unsafe conditions and if any temporary work is necessary to abate any imminent danger to life or property; and further, to require the building official to submit to each alderperson's office a monthly report of each enforcement action and a quarterly report of the status of each structure on the city's demolition list, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON MOORE (17th Ward):

Referred -- CHIEF SUSTAINABILITY OFFICER DIRECTED TO PREPARE AND PRESENT "KEEP CHICAGO CLEAN" PUBLIC SERVICE ADVERTISING CAMPAIGN PROPOSAL TO COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

[Or2023-0002249]

A proposed order directing the Chief Sustainability Officer to prepare and present to the Committee on Environmental Protection and Energy the "Keep Chicago Clean" anti-littering public service advertising campaign proposal that shall include the target audience of the campaign; concepts, themes and communication methods; proposed budget; City department and agency collaborations; implementation timeline; and metrics to measure the success of the campaign, which was *Referred to the Committee on Environmental Protection and Energy*.

Referred -- STANDARDIZATION OF PORTION OF 8000 S. CARPENTER ST. AS "BETTY JO SWANSON'S WAY".

[O2023-0002360]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 8000 South Carpenter Street, as "Betty Jo Swanson's Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON CURTIS (18th Ward):

Referred -- CLOSURE TO VEHICULAR TRAFFIC PORTION OF S. RICHMOND ST., FROM W. COLUMBUS AVE. TO W. 77TH ST., FOR PUBLIC GREENSPACE.

[O2023-0002900]

A proposed ordinance authorizing the closure to vehicular traffic of that portion of South Richmond Street, from West Columbus Avenue to West 77th Street, for public greenspace, which was *Referred to the Committee on Pedestrian Traffic and Public Safety.*

Presented By

ALDERPERSON MOSLEY (21st Ward):

Referred -- VACATION OF PORTION OF W. 114TH PL., FROM S. MARSHFIELD AVE. TO CHICAGO, ROCK ISLAND AND PITTSBURG RAILROAD.

[O2023-0002938]

A proposed ordinance authorizing the vacation of that part of West 114th Place 66-foot-wide public right-of-way, between South Marshfield Avenue and the Chicago, Rock Island and Pittsburg Railroad, which was *Referred to the Committee on Transportation and Public Way.*

Presented By

**ALDERPERSON RODRÍGUEZ (22nd Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLES 2 AND 6 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW CHAPTER 6-130 ENTITLED "CHICAGO PAID LEAVE ORDINANCE".

[O2023-0002980]

A proposed ordinance, presented by Alderpersons Rodríguez, La Spata, Robinson, Yancy, Hall, Chico, Ramirez, Gutiérrez, Coleman, Taylor, Mosley, Sigcho-Lopez, Fuentes, Burnett, Taliaferro, Cruz, Cardona, Rodriguez-Sánchez, Ramirez-Rosa, Villegas, Nugent, Vasquez,

Napolitano, Clay, Martin, Manaa-Hoppenworth, Hadden and Silverstein, to amend Titles 2 and 6 of the Municipal Code of Chicago by modifying various sections and adding new Chapter 6-130 entitled "Chicago Paid Leave Ordinance" to establish a paid leave policy for any covered employee, which was *Referred to the Committee on Workforce and Development*.

Presented By

ALDERPERSON TABARES (23rd Ward):

Referred -- DESIGNATION OF 1ST PRECINCT OF 23RD WARD AS RESTRICTED CANNABIS ZONE TO PROHIBIT HOME CULTIVATION, NEW OR ADDITIONAL CULTIVATION CENTERS, CRAFT GROWERS AND PROCESSING, INFUSER, DISPENSING AND TRANSPORTING ORGANIZATIONS.

[O2023-0002205]

A proposed ordinance designating the 1st Precinct of the 23rd Ward as a Restricted Cannabis Zone pursuant to Section 55-28 of the Cannabis Regulation and Tax Act which prohibits home cultivation and all new or additional cultivation centers, craft growers, processing organizations, infuser organizations, dispensing organizations and transporting organizations within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- DESIGNATION OF 1ST PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0002206]

Also, a proposed ordinance designating the 1st Precinct of the 23rd Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- DESIGNATION OF 3RD PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0002796]

Also, a proposed ordinance designating the 3rd Precinct of the 23rd Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- STANDARDIZATION OF PORTION OF W. 71ST ST. AS "HONORARY ALBERTO ONOFRE GUZMAN WAY".

[O2023-0002788]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 3725 -- 3759 West 71st Street as "Honorary Alberto Onofre Guzman Way", which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 6084 S. ARCHER AVE.

[Or2023-0002207]

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 SCOTT (24th Ward):

Referred -- EXEMPTION OF TF&W CONTRACTING, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0002694]

A proposed ordinance to exempt TF&W Contracting, Inc. from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 4428 West Grenshaw 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*.

Referred -- STANDARDIZATION OF PORTION OF S. KILDARE AVE. AS "UNITED BAPTIST WAY".

[O2023-0002922]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 4242 West Roosevelt Road, from West Roosevelt Road to West Grenshaw Street (1159 to 1141 South Kildare Avenue) as "United Baptist Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON FUENTES (26th Ward)
And OTHERS:

Referred -- EXPRESSION OF SUPPORT FOR ALLOCATION OF FEDERAL NUTRITION ASSISTANCE PROGRAM FUNDS FOR LOCALLY GROWN PRODUCE IN PUERTO RICO.

[R2023-0002892]

A proposed resolution, presented by Alderpersons Fuentes, Rodríguez, Cardona, Rodríguez-Sánchez, Ramirez-Rosa and Villegas, expressing support for the initiative to reprogram United States Department of Agriculture funds allocated to Puerto Rico toward purchasing locally grown items in Puerto Rico; and urging the United States Congress to endorse and implement this initiative, which was *Referred to the Committee on Health and Human Relations*.

Referred -- AMENDMENT OF CHAPTER 6-105 OF MUNICIPAL CODE BY MODIFYING SECTION 6-105-030 REGARDING MINIMUM HOURLY WAGE IN OCCUPATIONS RECEIVING GRATUITIES.

[O2023-0002995]

A proposed ordinance, presented by Alderpersons Fuentes, La Spata, Dowell, Yancy, Robinson, Hall, Ramirez, Gutiérrez, Coleman, Moore, Curtis, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Mitts, Vasquez, Clay, Martin, Manaa-Hoppenworth and Hadden, to amend Title 6, Chapter 105, Section 030 of the Municipal Code of Chicago by increasing the minimum hourly wage by \$3.00 beginning July 1, 2024 for employees who are physically working within the geographic boundaries of the City in occupations that receive gratuities and beginning July 1, 2025 by setting such minimum wage in accordance with Municipal Code Section 6-105-020(b)(1)(c). Two committees having been called, the Committee on Workforce Development and the Committee on the Budget and Government Operations, the said proposed ordinance was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 27.16 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. HILL ST.

[O2023-0002943]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 27.16 which restricted the issuance of additional alcoholic liquor licenses on West Hill Street, from North Maple Street to North Seward Park, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 2738 West Fulton Street; and

[Or2023-0002911]

one sign/signboard at 1443 North Ogden Avenue.

[Or2023-0002907]

Presented By

**ALDERPERSON ERVIN (28th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLE 2 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 2-26 ENTITLED "OFFICE OF CONTRACTING EQUITY".

[O2023-0002962]

A proposed ordinance, presented by Alderpersons Ervin, Mitchell, Harris, Burnett and Mitts, to amend Title 2 of the Municipal Code of Chicago by adding new Chapter 2-26 establishing the Office of Contracting Equity to administer, enforce, and ensure compliance with the city's minority-owned and women-owned business enterprise programs, the disadvantaged business enterprise program, veteran-owned business enterprise programs, the city's bid incentive programs, and the construction and non-construction mid-sized business initiative procurement programs, which was *Referred to the Committee on Contracting Oversight and Equity*.

Presented By

ALDERPERSON CRUZ (30th Ward):

Referred -- EXEMPTION OF AUTO GLASS NOW FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0002709]

A proposed ordinance to exempt Auto Glass Now from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4744 West Belmont 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 WAGUESPACK (32nd Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Four 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 2196 North Elston Avenue -- Permit Number 101021806;
[Or2023-0002771]

one sign/signboard at 2196 North Elston Avenue -- Permit Number 101021807;
[Or2023-0002772]

one sign/signboard at 2196 North Elston Avenue -- Permit Number 101021808; and
[Or2023-0002773]

one sign/signboard at 1745 West Fullerton Avenue.
[Or2023-0002202]

Presented By

**ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward)
And OTHERS:**

Referred -- CALL FOR HEARING(S) ON INITIATIVES FOR EXPANSION OF ACCESS TO MENTAL HEALTH SERVICES, INCLUDING MENTAL HEALTH CENTERS AND CRISIS RESPONSE SERVICES.

[R2023-0002958]

A proposed resolution, presented by Alderpersons Rodríguez-Sánchez, La Spata, Dowell, Robinson, Yancy, Hall, Harris, Ramirez, Gutiérrez, Taylor, Mosley, Rodríguez, Sigcho-Lopez,

Fuentes, Ervin, Cruz, Cardona, Ramirez-Rosa, Villegas, Mitts, Vasquez, Lawson, Clay, Martin, Manaa-Hoppenworth and Hadden, calling on the Committee on Health and Human Relations to hold a subject matter hearing on possible initiatives by the City to expand access to mental health services across Chicago, including the expansion of City mental health centers and crisis response services, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERPERSON RAMIREZ-ROSA (35th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 3350 West Diversey Avenue -- Permit Number 101012019;
[Or2023-0002931]

one sign/signboard at 3350 West Diversey Avenue -- Permit Number 101012020; and
[Or2023-0002932]

one sign/signboard at 3350 West Diversey Avenue -- Permit Number 101012021.
[Or2023-0002933]

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- AMENDMENT OF TITLE 1 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 1-26 ENTITLED "CHICAGO ADMINISTRATIVE PROCEDURE ORDINANCE".

[O2023-0002554]

A proposed ordinance to amend Title 1 of the Municipal Code of Chicago by adding new Chapter 1-26 entitled "Chicago Administrative Procedure Ordinance" requiring a minimum set of standards for the promulgation of rules by city departments to ensure that rulemaking by

city departments is transparent and open to public participation, which was *Referred to the Committee on Committees and Rules*.

Referred -- AMENDMENT OF SECTION 2-74-020 OF MUNICIPAL CODE REGARDING VETERAN HIRING PREFERENCE INITIATIVES.

[O2023-0002891]

Also, a proposed ordinance to amend Title 2, Chapter 74, Section 020 of the Municipal Code of Chicago regarding veteran hiring preference initiatives and programs by the Department of Human Resources, which was *Referred to the Committee on Contracting Oversight and Equity*.

Referred -- AMENDMENT OF CHAPTER 2-50 OF MUNICIPAL CODE BY ADDING NEW ARTICLE III ENTITLED "GUARANTEED BASIC INCOME PROGRAM".

[O2023-0002884]

Also, a proposed ordinance to amend Title 2, Chapter 50 of the Municipal Code of Chicago by adding new Article III entitled "Guaranteed Basic Income Program" to establish a guaranteed basic income program to promote the general welfare of Chicago residents; create improved outcomes for children and their families; and to stimulate economic activity in Chicago, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Referred -- AMENDMENT OF CHAPTER 11-12 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 11-12-930 AND 11-12-940 TO IMPLEMENT "CHICAGO SAFE DRINKING WATER PILOT PROGRAM".

[O2023-0002875]

Also, a proposed ordinance to amend Title 11, Chapter 12 of the Municipal Code of Chicago by adding new Section 11-12-930 establishing the Lead Service Line Replacement Advisory Council, and adding new Section 11-12-940 establishing fines of not less than \$250 and not more than \$1,000 for any person who violates any lead service line replacement requirements established under the program; and further, establishing a Safe Drinking Water in Chicago Pilot Program, pursuant to authority granted to the Commissioner of Water Management under Section 11-12-910, which was *Referred to a Joint Committee comprised of the members of the Committee on Environmental Protection and Energy and the members of the Committee on Economic, Capital and Technology Development*.

Referred -- AMENDMENT OF SECTION 2-44-085 OF MUNICIPAL CODE REGARDING VETERAN PREFERENCE FOR AFFORDABLE REQUIREMENTS ORDINANCE.

[O2023-0002888]

Also, a proposed ordinance to amend Title 2, Chapter 44, Section 085 of the Municipal Code of Chicago directing developers of residential projects, subject to certain provisions, to establish processes to give preference to veterans for at least 25 percent of the minimum number of affordable units required to be provided under the Affordable Requirements Ordinance, which was *Referred to the Committee on Housing and Real Estate*.

Presented By

**ALDERPERSON VILLEGAS (36th Ward) And
ALDERPERSON HADDEN (49th Ward):**

Referred -- CALL FOR HEARING(S) REGARDING LEAD SERVICE LINE REPLACEMENT PROGRAMS.

[R2023-0002804]

A proposed resolution calling for a joint subject matter hearing by the Committees on Economic, Capital and Technology Development and Environmental Protection and Energy with the Commissioner of Water Management, the Deputy Mayor for Infrastructure Services, and the Commissioner of Public Health, or their respective designees, regarding lead service line replacement programs in the city, which was *Referred to a Joint Committee comprised of the members of the Committee on Environmental Protection and Energy and the members of the Committee on Economic, Capital and Technology Development*.

Presented By

ALDERPERSON SPOSATO (38th Ward):

Referred -- EXEMPTION OF DISCOUNT AUTO SERVICES, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0002776]

A proposed ordinance to exempt Discount Auto Services, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for

5850 West Addison 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*.

Referred -- STANDARDIZATION OF PORTION OF W. GRACE ST. AS "HONORARY PFC CHRYS CARVAJAL WAY".

[O2023-0002791]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Grace Street, between North Meade Avenue and North Melvina Avenue, as "Honorary PFC Chrys Carvajal Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON NUGENT (39th Ward)
And OTHERS:

Referred -- CALL ON PRESIDENT BIDEN AND U.S. DEPARTMENT OF HOMELAND SECURITY TO DESIGNATE, REDESIGNATE OR EXTEND DESIGNATION OF VARIOUS COUNTRIES FOR TEMPORARY PROTECTED STATUS AND EXPAND ELIGIBILITY OPPORTUNITIES.

[R2023-0002942]

A proposed resolution, presented by Alderpersons Nugent, La Spata, Lee, Ramirez, Gutiérrez, O'Shea, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Taliaferro, Cruz, Cardona, Conway, Villegas, Sposato, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden and Silverstein, calling on President Joseph R. Biden, Jr., and the U.S. Department of Homeland Security to designate, redesignate or extend designation for Temporary Protected Status to the countries of Afghanistan, Burma (Myanmar), Cameroon, El Salvador, Ethiopia, Haiti, Honduras, Nepal, Nicaragua, Somalia, South Sudan, Sudan, Syria, Ukraine, Venezuela and Yemen; to broaden access to humanitarian parole and opportunities for asylum seekers and parolees; and to expand capacity of the U.S. Citizenship Immigration Services to reduce processing times, which was *Referred to the Committee on Immigrant and Refugee Rights*.

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- CONGRATULATIONS EXTENDED TO CHICAGO HIP HOP COMMUNITY ON 50TH ANNIVERSARY OF HIP HOP.

[R2023-0002814]

A proposed resolution extending congratulations to the Chicago Hip Hop community on the 50th anniversary of Hip Hop, which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation.*

Presented By

**ALDERPERSON VASQUEZ (40th Ward)
And OTHERS:**

Referred -- CALL ON CITY OF CHICAGO TO FILE COMPLAINT AGAINST FOSSIL FUEL COMPANIES FOR ENVIRONMENTAL REMEDIATION COSTS.

[R2023-0002966]

A proposed resolution, presented by Alderpersons Vasquez, La Spata, Coleman, Rodríguez, Rodríguez-Sánchez, Martin and Manaa-Hoppenworth, calling on the City of Chicago to file a complaint against fossil fuel companies for environmental remediation costs, which was *Referred to the Committee on Environmental Protection and Energy.*

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- AMENDMENT OF SECTIONS 2-100-110 AND 8-32-140 OF MUNICIPAL CODE REGARDING ENFORCEMENT BY AUTHORIZED DEPARTMENTS FOR CONSTRUCTION NOISE LIMITATIONS.

[O2023-0002946]

A proposed ordinance to amend Sections 2-100-110 and 8-32-140 of the Municipal Code of Chicago to prohibit any person from engaging in any building construction, repair or

demolition between 8:00 P.M. and 8:00 A.M. within 660 feet of any residential building or hospital; and further, to authorize the designated employees of the Departments of Police, Buildings, Business Affairs and Consumer Protection, Fire, Finance, Streets and Sanitation, Transportation, and Planning and Development to enforce said prohibition, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Referred -- AMENDMENT OF CHAPTER 14A-4 OF MUNICIPAL CODE BY ADDING NEW SECTION 14A-4-407.8 REQUIRING 30-DAY MINIMUM NOTICE TO WARD ALDERPERSON AND OWNERS/OCCUPANTS OF PROPERTY WITHIN 1,000 FEET OF PROPOSED DEMOLITION SITE.

[O2023-0002951]

Also, a proposed ordinance to amend Title 14A, Chapter 4 of the Municipal Code of Chicago by adding new Section 14A-4-407.8 requiring the owner of a property where demolition work that requires a permit is to be done to give no less than 30-day written notice of the anticipated start date and extent of demolition work to the applicable ward alderperson and owners and occupants of properties located within 1,000 feet of the demolition site, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON KNUDSEN (43rd Ward):

Referred -- ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 1618 N. CLEVELAND AVE.

[Or2023-0002921]

A proposed order authorizing the Commissioners of Buildings, Finance, and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for the installation of new windows and other related tasks at an Old Town Triangle District building for the historic property located at 1618 North Cleveland Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

Presented By

ALDERPERSON LAWSON (44th Ward):

Referred -- STANDARDIZATION OF SOUTHEAST CORNER OF N. SHEFFIELD AVE. AND W. WAVELAND AVE. AS "BETH MURPHY WAY".

[O2023-0002741]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the southeast corner of North Sheffield Avenue and West Waveland Avenue as "Beth Murphy Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- AMENDMENT OF CHAPTER 2-156 OF MUNICIPAL CODE REGARDING REGISTRATION OF LOBBYISTS AND REGULATIONS PERTAINING THERETO.

[O2023-0002937]

A proposed ordinance to amend Title 2, Chapter 156 of the Municipal Code of Chicago regarding lobbyists and lobbying activities by modifying and adding additional definitions regarding administrative or legislative action, lobbyist and lobbyist reporting periods and self-defense communication; by exempting persons who testify before any City agency by request of a City official, employee, department or agency, commission, working group, advisory committee or other similar body be registered or required to file reports with the board of ethics; requiring reports filed by lobbyists to contain the name of each City agency and description of administrative or legislative action that the registrant sought to influence, the total amount of expenditures including compensation to others except if paid by a nonprofit organization; and further, to establish fines of \$250.00 for lobbyists who fail to re-register, properly terminate registration or properly file reports, which was *Referred to the Committee on Ethics and Government Oversight*.

Referred -- CALL FOR HEARING(S) ON POTENTIAL OF UTILIZING INTERNAL REVENUE SERVICE'S DIRECT PAY PROGRAM TAX INCENTIVES FOR CITY OF CHICAGO.

[R2023-0002934]

Also, a proposed resolution calling for a subject matter hearing by the Committee on Economic, Capital and Technology Development on the potential of utilizing the Internal Revenue Service's Inflation Reduction Act Direct Pay program to provide tax incentives for

conversion of City of Chicago fleet vehicles to electric, installation of solar and geothermal systems at all city-owned buildings, establishment of publicly-owned solar utility, propel utility-scale renewable projects, rebuilding of disinvested neighborhoods, and development of workforce development programs to create employment opportunities, which was *Referred to the Committee on Economic, Capital and Technology Development*.

Referred -- CALL FOR HEARING(S) ON IMPACT AND REDUCTION OF SINGLE-USE PLASTICS IN CHICAGO.

[R2023-0002936]

Also, a proposed resolution calling for hearings by the Committee on Environmental Protection and Energy regarding the environmental impact of single-use plastics and potential steps to reduce their use, which was *Referred to the Committee on Environmental Protection and Energy*.

Referred -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 47.21 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. DAMEN AVE.

[O2023-0002721]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 47.21 which restricted the issuance of additional alcoholic liquor licenses on North Damen Avenue, from West Wilson Avenue to West Lawrence Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-022 (47.70) AND 4-60-023 (47.70) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF W. WILSON AVE.

[O2023-0002722]

Also, a proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting subsections 4-60-022 (47.70) and 4-60-023 (47.70) which restricted

the issuance of additional alcoholic liquor and package goods licenses, respectively, on West Wilson Avenue, from North Ravenswood Avenue to North Damen Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- **ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.**

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 3819 North Western Avenue -- Permit Number 101020591; and
[Or2023-0002919]

one sign/signboard at 3819 North Western Avenue -- Permit Number 101020601.
[Or2023-0002920]

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

Referred -- **EXEMPTION OF MARTELINO ESPINOZA/M&B AUTO SERVICE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.**

[O2023-0002792]

A proposed ordinance to exempt Martelino Espinoza/M&B Auto Service from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6051 North California 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*.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (June 21, 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, June 21, 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.

None.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

guests in attendance for a resolution honoring Rudy Lozano: Lupe Lozano, wife; Emma Lozano, sister; Ralph Lozano, brother; Evelyn Garcia, friend; Linda Coronado, friend; Elvira "Vira" Carrizales; Mary Aillion, sister-in-law; Cheryl LaCour, wife's friend; Yolanda Rodriguez, wife's friend; Guillermo Gomez, friend; Jaime Linares, brother-in-law; Ruben Linares, brother-in-law; Julio Bautista, friend;

guests in attendance for a resolution commemorating Disability Pride Month: Jae Jin Pak, UIC; Timotheus Gordon, Jr., UIC/Disabled People of Color of Chicago; Christopher Huff, Social Impact; Emily Blum, Disability Lead and Executive Director; Bernardo Gomez, Department of Public Health; Nina Campbell, Mayor's Office for People with Disabilities; Bill Green, Lincoln Park Zoo, Accessibility and Inclusion Manager; Amber Smock, Access Living;

guests in attendance for the appointment of Mary Richardson Lowry as Corporation Counsel: family members, Melissa Williams, Alicia Garcia-Abner and Euart G. Abner III; and First Assistant to Corporation Counsel, Amy Crawford;

students enrolled in the Mikva Challenge program working as aldermanic interns and students working as interns in the Office of the City Clerk;

Kevin Lampke and his wife, Kitty;

Wallace Davis, former alderperson of the 27th Ward;

"Aldersperson for a Day" Bradley Hall, accompanied by his father, Ronald Holt.

Time Fixed For Next Succeeding Regular Meeting.

[O2023-0003001]

By unanimous consent, Aldersperson Mitchell presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, September 13, 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, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

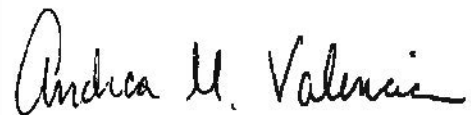
Nays -- None.

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

At this point in the proceedings, Mayor Johnson joined with the members of the City Council in wishing Alderperson Burnett a happy birthday.

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, September 13, 2023, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,
City Clerk.

