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COPY



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

Regular Meeting -- Wednesday, October 4, 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, October 4, 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, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein.

Absent -- Alderperson Mosley.

Call To Order.

On Wednesday, October 4, 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, Ramirez, Quinn, Gutiérrez, Lopez, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

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.

Reverend Jason Lydon, pastor of Second Unitarian Church of Chicago, opened the meeting with prayer.

COMMITTEE ON WORKFORCE DEVELOPMENT.

Action Deferred -- AMENDMENT OF CHAPTER 6-105 OF MUNICIPAL CODE BY MODIFYING SECTION 6-105-030 REGARDING MINIMUM HOURLY WAGE IN OCCUPATIONS RECEIVING GRATUITIES.

[SO2023-0002995]

At this point in the proceedings, Alderperson Rodriguez asked leave of the Chair pursuant to Rule 3 of the City Council's Rules of Order and Procedure (priority of business to be decided by the Chair) to accept for consideration the report of the Committee on Workforce Development.

The Chair then exercised his discretion under Rule 3 and allowed the report to be presented.

Alderperson Reilly stated that the Committee report was not properly noticed and posted and therefore should not be considered at this time and moved to lay on the table the Chair's decision.

The Chair then ruled that the committee could proceed with its report.

Alderperson Reilly appealed the ruling of the Chair.

The Chair then stated "Shall the Ruling of the Chair Be Sustained?"

The Clerk called the roll and the Ruling of the Chair was *Sustained* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Curtis, O'Shea, Taylor, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Rodríguez-Sánchez, Ramirez-Rosa, Mitts, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 30.

Nays -- Alderpersons Hopkins, Beale, Chico, Quinn, Lopez, Tabares, Waguespack, Conway, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Silverstein -- 15.

The Committee on Workforce Development then submitted the following report, which was, at the request of Alderpersons Rodríguez, Fuentes and Ramirez-Rosa, *Deferred* and ordered published:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Workforce Development, having had under consideration a substitute ordinance (SO2023-0002995) an amendment of Municipal Code Chapter 6-105 by modifying Section 6-105-030 regarding the minimum hourly wage in tipped occupations, begs leave to recommend that Your Honorable Body pass the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a 9 to 3 roll call vote of the members of the Committee on Workforce Development.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,
Chair.

The following is said substitute ordinance transmitted with the foregoing committee report:

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

WHEREAS, The majority of workers who receive a portion of their wages are women and nonwhite; and

WHEREAS, Many of those who receive a portion of their wages from tips have economic instability and therefore have a greater chance of having to rely on food stamps and other government-sponsored safety net programs; and

WHEREAS, Economic instability and reliance on tips has been shown to lead to underreporting of workplace abuse by employees; and

WHEREAS, Data has shown that where governments in the United States have reduced or removed the wage discount to employers for employee-received tips, workers' take-home pay has gone up, unemployment has gone down, and employee turnover has reduced; and

WHEREAS, Recognizing the research that indicates that phasing out the discount employers receive on paying tipped employees will protect those employees; now, therefore,

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

SECTION 1. Section 6-105-030 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

6-105-030 Minimum Hourly Wage In Occupations Receiving Gratuities.

(a) Every Employer of a Covered Employee engaged in an Occupation in which Gratuities have customarily constituted part of the remuneration is entitled to an allowance for gratuities as part of the hourly wage rate provided in Section 6-105-020(b) in an amount not to exceed:

- (1) 40 percent of the applicable minimum wage rate until July 1, 2024.
- (2) 32 percent of the applicable minimum wage rate on and after July 1, 2024, until and including June 30, 2025.
- (3) 24 percent of the applicable minimum wage rate on and after July 1, 2025, until and including June 30, 2026.
- (4) 16 percent of the applicable minimum wage rate on and after July 1, 2026, until and including June 30, 2027.
- (5) 8 percent of the applicable minimum wage rate on and after July 1, 2027, until and including June 30, 2028.
- (6) On and after July 1, 2028, an employer shall not be entitled to an allowance for gratuities and shall pay each Covered Employee no less than the applicable minimum wage rate.

(b) Every Employer that pays a Covered Employee the Wage described in subsection (a) shall transmit to the Commissioner, in a manner provided by rule, substantial evidence establishing: (1) the amount the Covered Employee received as Gratuities during the relevant pay period; and (2) that no part of that amount was returned to the Employer. If an Employer is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the Commissioner may allow the Employer to comply with this subsection (b) by filing a copy of the state documentation.

(c) The Commissioner shall make available to Employers a bulletin announcing the City's minimum hourly Wage for the upcoming year for workers who receive Gratuities.

SECTION 2. Section 6-105-060 of the Municipal Code of Chicago is hereby reprinted for reference here:

6-105-060 Application To Collective Bargaining Agreements.

Nothing in this chapter shall be deemed to interfere with, impede, or in any way diminish the right of Employees to bargain collectively with their Employers through representatives of their own choosing in order to establish wages or other conditions of work in excess of the applicable minimum standards of the provisions of this chapter. The minimum wage requirements of this chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. Nothing in Section 6-105-045 shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in force on July 1, 2017. After that date, requirements of Section 6-105-045 may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms. In no event shall Section 6-105-045 apply to any Employee working in the construction industry who is covered by a bona fide collective bargaining agreement.

SECTION 3. Section 6-105-100 of the Municipal Code of Chicago is hereby reprinted for reference here:

6-105-100 Violation -- Penalty.

Any Employer who violates this chapter or any rule promulgated thereunder shall be subject to a fine of not less than \$500.00 nor more than \$1,000.00 for each offense. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

SECTION 4. This ordinance shall take effect upon passage and approval.

Time Fixed For Next Succeeding Regular Meeting.

[O2023-0004938]

At this point in the proceedings, Alderperson Mitchell asked leave of the Chair pursuant to Rule 3 of the City Council's Rules of Order and Procedure (priority of business to be decided by the Chair) to accept for consideration an item of miscellaneous business, specifically an ordinance setting the date and time of the next meeting of the City Council for Friday, October 6, 2023 at 10:45 A.M..

The Chair then exercised his discretion under Rule 3 and allowed the ordinance to be presented.

Alderperson Lopez moved to lay on the table the ordinance presented by Alderperson Mitchell.

The Clerk called the roll and the motion to lay the ordinance on the table lost by yeas and nays as follows:

Yeas -- Alderpersons Hopkins, Beale, Chico, Quinn, Lopez, Curtis, O'Shea, Tabares, Cardona, Waguespack, Conway, Sposato, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Silverstein -- 18.

Nays -- Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Taylor, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Rodríguez-Sánchez, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Clay, Martin, Manaa-Hoppenworth, Hadden -- 30.

Thereupon, on motion of Alderperson Mitchell, the said proposed ordinance was *Passed* by a viva voce vote.

The following is said ordinance as passed:

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

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Friday, October 6, 2023, beginning at 10:45 A.M., in the City 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.

REGULAR ORDER OF BUSINESS RESUMED.

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:

Peter Czosnyka

David Rosenberg

Elena Gormley

Karla Altmer

Isabella Mancini

George Blakemore

Peggy Leon Carre

Hendrik Jacoby-Klassen

Jaclyn Rassner

Germaine Dixon

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:

Ben Kidder

John Paul Jones

William Walker

Vance White

Kirby Callan

Tim Herring

Brit Holmberg

Carrie Casady

Sista Yaa Simpson

Britlynn Hansen-Girod

Emma Todd

Anna N. Valianos

Grace Kun Park

Latesha Newson

Creola Hampton

Jonathan Dinman

Spencer Hockeborn

Aby S. Fewel

Sara Block

Curtis Harris

Tayler Mathews

Emily Krisciunas

Melanie Sadur

Margaret Marion

Naomi Borowsky

Zipporah Goldenfeld

Loren Phillips

Sofia, Woodlawn resident

Theodora Cunningham

Sophia Gallo

Jazmine Salas

Cher Hamilton-Tekautz

Katie Bellamy

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- DESIGNATION OF OCTOBER AS DOMESTIC VIOLENCE
AWARENESS MONTH IN CHICAGO.

[R2023-0004946]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Hopkins, Chico, Silverstein, Ramirez-Rosa, Vasquez, Rodríguez, Sposato, O'Shea, Hadden, Scott, Mitts and City Clerk Valencia, a resolution designating October as domestic violence awareness month in the City of Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

WHEREAS, The United States observes Domestic Violence Awareness Month every October to mourn those who have died because of domestic violence, celebrate those who have survived, and connect those who work to end violence; and

WHEREAS, On average, nearly 20 people per minute are physically abused by an intimate partner in the United States. During one year, this equates to more than 10 million women and men; and

WHEREAS, 1 in 4 women and 1 in 7 men will experience physical violence by their intimate partner at some point during their lifetimes; and

WHEREAS, In Illinois, Uniform Crime Report data indicated 111,828 individuals reported domestic crime incidents to law enforcement in 2019 alone; and

WHEREAS, Due to systemic racism, racist policies, and racist societal structures, both Black women and Black men experience intimate partner violence at a disproportionately high rate, as do members of the LGBTQIA+ community, who see domestic violence rates between two and eight times higher than straight individuals; and

WHEREAS, The City of Chicago partners in advocacy against domestic violence, such as The Network, which operates the City's domestic violence help line, have worked diligently to improve the lives of those impacted by domestic violence and gender-based violence using education, policy and advocacy, providing cash assistance to survivors, offering legal services in various areas of law, providing housing assistance, and through connecting community members with service providers; and

WHEREAS, An average of 3000 people across the State of Illinois reach out to the domestic violence help line for support per month; and

WHEREAS, Reducing stigma and misconceptions around domestic violence can provide security for survivors to feel confident in reporting and disclosing their lived experience and create a better chance for them to access the assistance they need; and

WHEREAS, The City vows to center survivor voices, to believe them, and to continue to dedicate its efforts through its expansion of its first ever Citywide Strategic Plan to address gender-based violence and human trafficking; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2023, do hereby designate the month of October as "Domestic Violence Awareness Month" in Chicago, and call upon our residents to join us in the efforts to raise awareness, support and believe survivors, and work towards a future free of domestic violence.

On motion of Alderperson Mitchell, seconded by Alderpersons La Spata, Mitts, Cruz, Vasquez, Waguespack, Sigcho-Lopez, Rodríguez, Gutiérrez and Lee, the foregoing 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in recognizing October as Domestic Violence Awareness Month and to "shed light on a critical issue that is affecting too many lives in our city". Mayor Johnson then called upon all Chicagoans to stand united and raise their voices against the scourge of domestic violence. "This cannot be a private matter hidden away in our homes", the Mayor declared, "It is a public issue that affects our entire city and people from all walks of life,

regardless of gender, age, race, or socioeconomic background". Declaring it the duty of civic leaders to lead a compassionate and collaborative response to end the cycle of violence, Mayor Johnson spoke of the City's focused initiatives to address the issue of gender-based violence and domestic violence which includes the development of Chicago's first-ever strategic plan to address gender-based violence and human trafficking and declared his commitment to continue and expand these efforts for a "better, stronger, safer Chicago for all". "I am committed to using the full force of government to build a safety network that is informed by survivors, driven by data, and accessible in our communities", the Mayor proclaimed, and called for continued outreach to and support of organizations and initiatives dedicated to eradicating domestic violence. "Let us remember those who we have lost to domestic violence and honor those who have survived it", the Mayor concluded, "and together, let us ensure that Chicago can be a safe haven, built on love, respect, and empathy for all". Mayor Johnson then invited various special guests to the Mayor's rostrum where he presented them with a parchment copy of the commemorative resolution.

Rules Suspended -- DESIGNATION OF OCTOBER AS BREAST CANCER AWARENESS MONTH IN CHICAGO.

[R2023-0004948]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Conway, Silverstein, O'Shea, Hadden, Chico, Sposato, Nugent, Villegas, Burnett, Cruz, Robinson, Scott, Knudsen, Dowell, Martin, Hopkins, Rodríguez, Manaa-Hoppenworth, Mitts, Gutiérrez, Harris, Gardiner, Ramirez-Rosa and City Clerk Valencia, a resolution designating October as breast cancer awareness month in Chicago.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The following is said proposed resolution:

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

WHEREAS, There are approximately 2.3 million new cases and 685,000 deaths from breast cancer worldwide each year; and

WHEREAS, Women are at a higher risk for breast cancer, especially those with a family history of breast cancer or those who are older, and the disease remains among the most common forms of cancer among American women; and

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

WHEREAS, Early detection and regular screenings, followed by timely treatment upon diagnosis, have saved countless lives and led to a 90 percent five-year survival rate for American women; and

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

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

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

WHEREAS, The City Council wishes to recognize the fortitude and strength of survivors and those currently battling breast cancer, encourage awareness and preventative treatment, and remember those lives lost to this terrible disease; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2023, do hereby reaffirm our prior designation of the 31-day period beginning on October 1 and ending on October 31 as "Breast Cancer Awareness Month" in Chicago, and encourage all Chicagoans to raise awareness of the symptoms and treatment of this disease in pursuit of a better, healthier future.

On motion of Alderperson Mitchell, seconded by Alderpersons Harris, Lee, Curtis, Fuentes, Vasquez, Cruz, Dowell, Ervin, and Yancy, with closing remarks by Mayor Brandon Johnson, the foregoing 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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in support of Breast Cancer Awareness Month. Noting the tragic toll that breast cancer has claimed, Mayor Johnson cited that one in eight women in the United States will develop breast cancer over their lifetime and that every year there are nearly 2.3 million new cases and 685,000 deaths from breast cancer worldwide. Although noting a 40 percent decline in breast cancer deaths since 1985, Mayor Johnson cautioned that breast cancer remains among the most common forms of cancer among women, especially among Black women, and sadly observed that many of us know someone or know of someone who has fought this disease. As we celebrate the progress that has been made in the fight against breast cancer each of us must continue to do our part, the Mayor stated, so that together we can beat this disease. Mayor Johnson then invited various special guests to the Mayor's rostrum where he presented them with a parchment copy of the commemorative resolution.

At this point in the proceedings, Alderperson Dowell moved to *Suspend the Rules Temporarily* to recognize Frank Harris on his remarkable career as owner and proprietor of Frank's Alterations and Tailoring. Lauding Mr. Harris for his nearly five decades in the tailoring industry and the prestigious clientele he acquired, Alderpersons Ervin, Burnett, Beale, Hall, Moore, and Scott joined in sharing their personal stories and memories and expressed their appreciation for his service and friendship.

Lauding Mr. Harris as a Chicago institution and thanking him for his exceptional tailoring talents and craftsmanship that "made the City of Chicago look good", Mayor Johnson also acknowledged his own wardrobe transformation after visiting Mr. Harris. Mayor Johnson then congratulated Mr. Harris on his retirement and expressed his gratitude to the Harris family for sharing Mr. Harris with the rest of us.

Rules Suspended -- CELEBRATION OF 25TH ANNIVERSARY OF SPAAN TECH, INC.
[R2023-0005266]

At this point in the proceedings, Alderperson Hopkins moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the immediate consideration of and action upon a proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, SPAAN Tech, Inc. celebrates its 25th anniversary, a tremendous milestone that speaks to the business' immense contributions to architecture and engineering, facility management and program management excellence, people development, economic prosperity and building stronger communities across the City of Chicago; and

WHEREAS, SPAAN Tech, Inc. was founded in 1998 by Smita N. Shah -- a professional engineer, first generation American and pioneering woman-founder in the male-dominated construction management and engineering field -- who, at 24 years old, set out to build a firm that would make a positive impact on Chicagoland infrastructure by providing and implementing sustainable solutions in transportation, aviation, water, energy, and technology across public and private projects; and

WHEREAS, Having played a major role in projects with Commonwealth Edison Company (ComEd), Chicago Housing Authority, Chicago Transit Authority, Great Lakes Naval Base, O'Hare International Airport, Midway International Airport, University of Chicago, United States Department of Energy, and more, SPAAN Tech Inc. has become a leading award-winning firm recognized for its strength in addressing complex infrastructure problems; and

WHEREAS, SPAAN Tech, Inc. leads by example in supporting the needs of the communities in which the team works and lives, encouraging positive change both locally and globally; and

WHEREAS, SPAAN Tech, Inc. Founder, President & CEO Smita N. Shah has been a notable force in Chicago's civic, nonprofit and political landscape, leveraging her position to bolster Chicago's reputation as a global business hub and create accessible opportunities for Chicagoans of all backgrounds to thrive through her involvement with the President's Advisory Commission on Asian Americans, Native Hawaiians and Pacific Islanders; World Business Chicago; City of Chicago Plan Commission; Chicago Sister Cities International; After School Matters; Museum of Science and Industry, Chicago; Environmental Law & Policy Center; Ann & Robert H. Lurie Children's Hospital; and beyond; and

WHEREAS, SPAAN Tech, Inc. is poised to continue leaving its mark on Chicago's buildings, roadways, waterways, and runways, the careers of the teams and workforce who execute this work and the future of the community the firm calls home; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, assembled this fourth day of October, 2023, do hereby recognize and honor SPAAN Tech, Inc. on its 25th anniversary and extend to it our best wishes for further growth and success for another 25 years and beyond; and

Be It Further Resolved, That a suitable copy of this resolution be presented to SPAAN Tech, Inc. as a sign of the City's appreciation for the company's and its Founder's contributions and service.

On motion of Alderperson Hopkins, seconded by Alderpersons Lee, Conway, Nugent, Burnett and O'Shea, the foregoing 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in congratulating Smita N. Shah on the 25th anniversary of SPAAN Tech, Inc. and recognizing her dedication, leadership, and remarkable career.

Rules Suspended -- DECLARATION OF OCTOBER 8, 2023 AS "ONE HOPE UNITED DAY" IN CHICAGO.

[R2023-0005269]

At this point in the proceedings, Alderperson Robinson moved to *Suspend the Rules Temporarily* to go out of the regular order of business for the immediate consideration of and action upon the said proposed resolution. The motion *Prevailed*.

The following is said proposed resolution:

WHEREAS, October 8, 1895, marked the founding of One Hope United (OHU), the venerable social service nonprofit which is headquartered in Chicago but whose good works extend across the country; and,

WHEREAS, The City Council has been informed of the legacy and impact of OHU by the Honorable Lamont J. Robinson, Alderperson of the 4th Ward; and

WHEREAS, OHU strives every day to fulfill its mission of increasing opportunities for children and families by providing quality solutions that enhance lives, communities, and futures; and

WHEREAS, In furtherance of this mission, OHU provides behavioral health, community-based family services such as foster care and adoption, and early learning and child development services throughout the City; and

WHEREAS, In total, OHU serves over 10,000 children and families each year with their evidence-based and trauma-informed practices, behavior health resources, and residential programs; and

WHEREAS, The City of Chicago should also endeavor to reach OHU's vision of "For Every Child and Family, Life Without Limits"; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this fourth day of October, 2023, do hereby declare October 8, 2023 as "One Hope United Day" in the City of Chicago; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to One Hope United as a sign of our honor and respect.

On motion of Alderperson Hopkins, the foregoing 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, expressed his appreciation to One Hope United for their service on behalf of children and families.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF CONSTANTINOS VITOGIANNIS AS MEMBER OF GREEKTOWN COMMISSION (SPECIAL SERVICE AREA NO. 16).

[A2023-0004950]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Constantinos Vitogiannis as a member of Special Service Area Number 16, the Greektown Commission, for a term expiring December 31, 2025, such period allocated as follows: a term effective immediately and expiring December 31, 2023 to succeed Nicholas G. Kriarakis, 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 -- REAPPOINTMENT OF JONATHAN M. GORDON AS MEMBER OF CLARK STREET/LINCOLN PARK COMMISSION (SPECIAL SERVICE AREA NO. 23).

[A2023-0004952]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

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

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF RICHARD JUAREZ, SR. AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2023-0004954]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Richard Juarez, Sr. as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2026.

10/4/2023

COMMUNICATIONS, ETC.

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Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF NOREEN KEENEY AS MEMBER OF
UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2023-0004955]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Noreen Keeney as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MATTHEW L. RUFFI AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2023-0004958]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Matthew L. Ruffi as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KARL D. SULLIVAN AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2023-0004960]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

10/4/2023

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Karl D. Sullivan as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF TERRY N. TUOHY AS MEMBER OF
UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2023-0004959]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Terry N. Tuohy as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF DAVONNA M. BROWN AS MEMBER OF
CALUMET HEIGHTS/AVALON COMMISSION (SPECIAL SERVICE AREA NO. 50).
[A2023-0004961]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Davonna M. Brown as a member of Special Service Area Number 50, the Calumet Heights/Avalon Commission, for a term effective immediately and expiring July 28, 2026, to succeed Cordell Watkins, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF NIKETA BRAR AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005011]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Niketa Brar as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CHANDRA CHRISTMAS-ROUSE AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005016]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Chandra Christmas-Rouse as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF ARIANNA E. CISNEROS AS MEMBER OF
ADVISORY COUNCIL ON EQUITY.

[A2023-0005013]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Arianna E. Cisneros as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MARY KATE DALY AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005018]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Mary Kate Daly as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF VICTOR B. DICKSON AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005014]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Victor B. Dickson as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF BOB A. GLAVES AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005020]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

10/4/2023

COMMUNICATIONS, ETC.

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OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Bob A. Graves as a member of the Advisory Council on Equity for a term expiring January 17, 2027, such period allocated as follows: a term effective immediately and expiring January 17, 2024, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF TENY GROSS AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005021]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Teny Gross as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LISA YUN LEE AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005017]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Lisa Yun Lee as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF ESTHER NIEVES AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005015]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Esther Nieves as a member of the Advisory Council on Equity for a term effective immediately and expiring January 17, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LILIANA SCALES AS MEMBER OF ADVISORY COUNCIL ON EQUITY.

[A2023-0005019]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Liliana Scales as a member of the Advisory Council on Equity for a term expiring January 17, 2027, such period allocated as follows: a term effective immediately and expiring January 17, 2024, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF DON ABRAM AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004988]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Don Abram as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF MALIYAH ARNOLD AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004964]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Maliyah Arnold as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF DONALD M. BELL AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004975]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Donald M. Bell as a member of the Advisory Council on LGBTQ+ Issues for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MIGUEL A. BLANCARTE, JR. AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004986]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Miguel A. Blancarte, Jr. as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ROBERT CASTILLO AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004991]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Robert Castillo as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF STEPHANIE CLARK AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004980]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Stephanie Clark as a member of the Advisory Council on LGBTQ+ Issues for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF STARR DE LOS SANTOS AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004987]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Starr De Los Santos as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF JIN-SOO HUH AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004968]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Jin-Soo Huh as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KIM HUNT AS MEMBER OF ADVISORY COUNCIL
ON LGBTQ+ ISSUES.

[A2023-0004990]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Kim Hunt as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KRISTEN N. KAZA AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004984]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Kristen N. Kaza as a member of the Advisory Council on LGBTQ+ Issues for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF CORNELIUS LEE AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004973]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Cornelius Lee as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF PAMELA LIGHTSEY AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004974]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Pamela Lightsey as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MONY RUIZ-VELASCO AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004992]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Mony Ruiz-Velasco as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SANJEEV SINGH AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004983]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Sanjeev Singh as a member of the Advisory Council on LGBTQ+ Issues for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF STEPHANIE D. SKORA AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004985]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Stephanie D. Skora as a member of the Advisory Council on LGBTQ+ Issues for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF BUTCH TRUSTY AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004963]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Butch Trusty as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ERIC D. WILKERSON AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004989]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Eric D. Wilkerson as a member of the Advisory Council on LGBTQ+ Issues for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF VIC R. WYNTER AS MEMBER OF ADVISORY COUNCIL ON LGBTQ+ ISSUES.

[A2023-0004982]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Vic R. Wynter as a member of the Advisory Council on LGBTQ+ Issues for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF FASIKA Y. ALEM AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005029]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Fasika Y. Alem as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LUCY BURMOV AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005032]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

10/4/2023

COMMUNICATIONS, ETC.

3311

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Lucy Burmov as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KARINA AYALA-BERMEJO AS MEMBER OF
ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005022]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Karina Ayala-Bermejo as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LINDA FLOR BRITO AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005033]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Linda Flor Brito as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ABBEY EUSEBIO AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005034]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Abbey Eusebio as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANA GIL GARCIA AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005028]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Ana Gil Garcia as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF RADHIKA SHARMA GORDON AS MEMBER OF
ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005025]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Radhika Sharma Gordon as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LAURA MENDOZA AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005030]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Laura Mendoza as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF SARA D. MIRANDA AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005023]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Sara D. Miranda as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF BARBARA MUNUBE AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005024]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Barbara Munube as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SARAH PAJEAU AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005027]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Sarah Pajeau as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF NINA M. SEDEÑO AS MEMBER OF ADVISORY COUNCIL ON NEW AMERICANS.

[A2023-0005026]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Nina M. Sedeño as a member of the Advisory Council on New Americans for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JENNIFER BLANDON AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005004]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Jennifer Blandon as a member of the Advisory Council for Veterans for a term expiring July 1, 2027, such period allocated as follows: a term effective immediately and expiring July 1, 2024, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF KEVIN S. CAJAS AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005010]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Kevin S. Cajas as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF JERRY J. FIELD AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005001]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Jerry J. Field as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

10/4/2023

COMMUNICATIONS, ETC.

3321

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ALEJANDRA A. HERNANDEZ AS MEMBER OF
ADVISORY COUNCIL ON VETERANS.

[A2023-0005006]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Alejandra A. Hernandez as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KAREN HERNANDEZ AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005002]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Karen Hernandez as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SAUL MARCHAN AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005008]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

10/4/2023

COMMUNICATIONS, ETC.

3323

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Saul Marchan as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ELISABETH PENNIX AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005007]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Elisabeth Pennix as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF EDEN PUENTE AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005003]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Eden Puente as a member of the Advisory Council on Veterans for a term expiring July 1, 2027, such period allocated as follows: a term effective immediately and expiring July 1, 2024, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

10/4/2023

COMMUNICATIONS, ETC.

3325

Referred -- APPOINTMENT OF NABEEL SHAH AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005009]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Nabeel Shah as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ASHLEY M. TILLMAN AS MEMBER OF ADVISORY COUNCIL ON VETERANS.

[A2023-0005005]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Health and Human Relations and the Committee on Finance, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Ashley M. Tillman as a member of the Advisory Council on Veterans for a term effective immediately and expiring July 1, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF JAQUIE ALGEE AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0004995]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Jaquie Algee as a member of the Advisory Council on Women for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed immediately by a full three-year term.

10/4/2023

COMMUNICATIONS, ETC.

3327

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ANWULIKA ANIGBO AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0004997]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Anwulika Anigbo as a member of the Advisory Council on Women for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF ROSAZLIA GRILLIER AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0004998]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Rosazlia Grillier as a member of the Advisory Council on Women for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF LESLÉ HONORÉ AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0004993]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations:*

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Leslé Honoré as a member of the Advisory Council on Women for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed immediately by a full three-year term.

10/4/2023

COMMUNICATIONS, ETC.

3329

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF MEGAN JEYIFO AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0004994]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Megan Jeyifo as a member of the Advisory Council on Women for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 19, 2024, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF STEPHANIE LOVE-PATTERSON AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0004996]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Stephanie Love-Patterson as a member of the Advisory Council on Women for a term effective immediately and expiring February 19, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF SARAH GARZA RESNICK AS MEMBER OF
ADVISORY COUNCIL ON WOMEN.

[A2023-0004999]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was
Referred to the Committee on Health and Human Relations:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Sarah Garza Resnick as a member of the Advisory Council on Women for a term effective immediately and expiring February 19, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF NICOLE R. ROBINSON AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0005000]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Health and Human Relations*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Nicole R. Robinson as a member of the Advisory Council on Women for a term expiring February 19, 2027, such period allocated as follows: a term effective immediately and expiring February 29, 2024, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF SECTION 11-4-1100 OF MUNICIPAL CODE REQUIRING RADIATION MONITORING TO BE IN COMPLIANCE WITH FEDERAL AND CITY DEPARTMENT REGULATION OF SOIL-DISTURBING WORK.

[O2023-0004939]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Environmental Protection and Energy and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 amending the Municipal Code regarding radiation monitoring.

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.

[O2023-0005057, O2023-0005062, O2023-0005066]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 to provide TIF funds for improvements at specified schools.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENTS OF TAX INCREMENT FINANCING DISTRICTS FOR
EXTENSIONS AND BUDGET INCREASES

[O2023-0005096, O2023-0005097, O2023-0005098,
O2023-0005099, O2023-0005100]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 amendments to five TIF districts to provide for extensions and budget increases.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- RESTRUCTURING OF REDEVELOPMENT AGREEMENT WITH AND ALLOCATION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO AUSTIN UNITED ALLIANCE L.P. FOR MULTI-FAMILY, MIXED-USE DEVELOPMENT AT 5206 -- 5224 W. CHICAGO AVE.

[O2023-0005047]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 financial assistance for the Austin United Alliance project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF AMENDED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH CELADON CONSTRUCTION CORPORATION NFP AND OTHER ENTITIES REGARDING PROJECT SCOPE AND SITE AMENDMENTS.

[O2023-0004944]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an amended TIF redevelopment agreement with Celadon Construction Corporation NFP and other entities.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- RESTRUCTURING AND OWNERSHIP TRANSFER AGREEMENT BY CHICAGO COMMUNITY DEVELOPMENT CORPORATION TO EAST LAKE DARUL LLC REGARDING DARUL AMAAN SENIOR APARTMENTS PROJECT AT 4814 -- 4820 N. KEDZIE AVE.

[O2023-0005046]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Finance and the Committee on Committees and Rules, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 execution of ownership transfer agreement regarding the Darul Amaan Senior Apartments.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SECOND AMENDMENT TO LICENSE AGREEMENT WITH CHICAGO CONCOURSE DEVELOPMENT GROUP FOR WIRELESS COMMUNICATION ACCESS SYSTEM AND SERVICES AT CHICAGO O'HARE AND CHICAGO MIDWAY INTERNATIONAL AIRPORTS.

[O2023-0004942]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Aviation and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 execution of an amended license agreement with the Chicago Concourse Development Group, LLC.

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.

[O2023-0004943]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 -- YEAR 2024 LEVY OF TAXES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE PROVIDER AGREEMENTS FOR SPECIAL SERVICE AREA NOS. 4, 23, 25, 26, 31, 35-2015, 38, 60 AND 71.

[O2023-0005035, O2023-0005036, O2023-0005037,
O2023-0005038, O2023-0005039, O2023-0005040,
O2023-0005041, O2023-0005043, O2023-0005044]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 budgets, execution of service agreements and extension and boundary expansion for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 5740 N. TRIPP AVE.

[O2023-0005095]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 a Class 6b tax incentive for a property located at 5740 North Tripp Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

[O2023-0005045, O2023-0005101]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY FOR PURCHASE OF VARIOUS PROPERTIES WITHIN TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS BETWEEN W. 95TH ST. AND W. 130TH ST. FOR RED LINE EXTENSION PROJECT.

[O2023-0005103]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 land disposition intergovernmental agreement with the Chicago Transit Authority for the Red Line Extension project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR TRANSFER OF FORMER ROBERT JACKSON PARK PROPERTY AT 4319 S. INDIANA AVE. TO CITY IN EXCHANGE FOR REPLACEMENT LAND TO EXPAND EXISTING PARKS OR FOR PUBLIC PURPOSE USE.

[O2023-0005102]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Zoning, Landmarks and Building Standards, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 acquisition of Robert Jackson Park located at 4219 South Indiana Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXTENSION OF INTERGOVERNMENTAL LEASE AGREEMENTS WITH BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS FOR MEDICAL SPACE AT 1713 S. ASHLAND AVE. AND 845 W. WILSON AVE.

[O2023-0004940, O2023-0004941]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Housing and Real Estate and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 ordinances authorizing the execution of renewed lease agreements with the University of Illinois Board of Trustees.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ACQUISITION OF PROPERTY AT 11414 S. HALSTED ST.
[O2023-0005042]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Housing and Real Estate and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 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 the property located at 11414 South Halsted Street.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- INFRASTRUCTURE AGREEMENT FOR LECLAIRE COURTS
REDEVELOPMENT PROJECT.

[O2023-0005070]

The Honorable Brandon Johnson, Mayor, submitted the following communication. Two committees having been called, the Committee on Transportation and Public Way and the Committee on Housing and Real Estate, the matter was *Referred to the Committee on Committees and Rules*:

OFFICE OF THE MAYOR
CITY OF CHICAGO

October 4, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing the execution of an infrastructure agreement for the LeClaire Courts redevelopment project.

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 -- OFFICE OF INSPECTOR GENERAL'S FOLLOW-UP TO OCTOBER 2021 SECOND AUDIT REPORT REGARDING COMPLIANCE OF CHICAGO FIRE DEPARTMENT'S FIRE AND MEDICAL RESPONSE TIMES WITH NATIONAL FIRE PROTECTION ASSOCIATION STANDARDS.

[F2023-0004733]

A communication from the Office of the Inspector General, under the date of September 28, 2023, received in the Office of the City Clerk on September 27, 2023, transmitting a follow-up to its October 2021 second audit regarding compliance of the Chicago Fire Department's fire and medical incident response times with National Fire Protection Association standards, which was *Placed on File*.

Placed On File -- NOTIFICATION OF CORRECTION OF COMMITTEE REPORT REGARDING APPOINTMENT OF ERICK VALDEZ AS MEMBER OF BRIGHTON PARK-ARCHER HEIGHTS COMMISSION (SPECIAL SERVICE AREA NO. 39).

[F2023-0004795]

A communication from the Honorable Alderperson Gilbert Villegas, Chair of the Committee on Economic, Capital and Technology Development, received in the Office of the City Clerk on September 26, 2023, transmitting a notification of a correction of the Committee's report regarding the appointment of Erick Valdez (A2023-0001282) as a member of Brighton Park-Archer Heights Commission (Special Service Area Number 39), which was erroneously presented and passed at the July 19, 2023 City Council meeting and correctly pass at the September 19, 2023 City Council Meeting, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.

PUBLICATION OF JOURNALS.

September 13, 2023.
(Recessed Regular Meeting)

The City Clerk informed the City Council that actions taken at the recessed regular meeting on September 13, 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 October 4, 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 recessed regular meeting held on September 13, 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.

September 14, 2023.
(Reconvened Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council at the reconvened regular meeting held on September 14, 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 October 4, 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 reconvened regular meeting held on September 14, 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.

September 27, 2023.
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate documents thereto which were discussed by the City Council on September 27, 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 October 4, 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 special meeting held on September 27, 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:

Chicago South Side Birth Center NFP (Application Number 22281) -- to classify as a B3-1 Community Shopping District instead of an RS3 Residential Single-Unit (Detached House) District and a B3-1 Community Shopping District the area shown on Map Number 20-B bounded by:

East 83rd Street; the alley next east of and parallel to South South Shore Drive; a line 58.50 feet south of and parallel to East 83rd Street; and South South Shore Drive (common address: 8301 -- 8303 South South Shore Drive).

[O2023-0004827]

Irving Oakley LLC (Application Number 22282T1) -- to classify as a B3-3 Community Shopping District instead of a B3-3 Community Shopping District the area shown on Map Number 11-H bounded by:

the public alley next north of and parallel to West Irving Park Road; a line 100.00 feet east of and parallel to the east line of North Oakley Avenue; West Irving Park Road; and North Oakley Avenue (common address: 2250 -- 2256 West Irving Park Road/ 4009 North Oakley Avenue).

[O2023-0004899]

Mannys Management, Inc. (Application Number 22277) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-L bounded by:

a line 206.53 feet north of and parallel to West Hirsch Street; North Luna Avenue; a line 176.53 feet north of and parallel to West Hirsch Street; and the alley next west of and parallel to North Luna Avenue (common address: 1418 North Luna Avenue).

[O2023-0004798]

PMSI Investments, Inc. (Application Number 22278) -- 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 10-I bounded by:

the alley next north of and parallel to West 41st Street; South Sacramento Avenue; West 41st Street; and a line 50.96 feet west of and parallel to South Sacramento Avenue (common address: 3000 -- 3002 West 41st Street).

[O2023-0004801]

Rising Phoenix Investments LLC, Midway Park Series (Application Number 22279) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-M bounded by:

West Midway Park; a line 155 feet west of and parallel to North Mayfield Avenue; the alley next south of and parallel to West Midway Park; and a line 205 feet west of and parallel to North Mayfield Avenue (common address: 5917 West Midway Park).

[O2023-0004815]

1051 West Cornelia Condo Association (Application Number 22280) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 9-G bounded by:

West Cornelia Avenue; a line 194.69 feet east of and parallel to North Seminary Avenue; the alley next south of and parallel to West Cornelia Avenue; and a line 150.00 feet east of and parallel to North Seminary Avenue (common address: 1051 West Cornelia Avenue).

[O2023-0004817]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Allstate Insurance and Hauseman, Madelynn [CL2023-0004739]

Amos, Lauren [CL2023-0004923]

Banglawala, Suhel Y. [CL2023-0004754]

Camacho, Dora E. [CL2023-0004922]

Founders Insurance and Perea, Leticia [CL2023-0004753]

Harris, Sandra [CL2023-0004915]

Jarvis, Sarah A.	[CL2023-0004745]
Lanza, Jill	[CL2023-0004740]
Little, Bettie J.	[CL2023-0004749]
Menchaca, Roberto A.	[CL2023-0004737]
Mijatovic, Goran	[CL2023-0004921]
Minter, Steven	[CL2023-0004924]
Nguyen, Phi	[CL2023-0004741]
Rehman, Mohammed S.	[CL2023-0004919]
Sappington, Ricky	[CL2023-0004744]
Umbles, Jacqueline	[CL2023-0004747]
Wahs, Sharry	[CL2023-0004755]
Whitmire, Jessica D.	[CL2023-0004908]

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF AREA SHOWN ON MAP NO. 2-F AT 10 S. DEARBORN ST.

[O2023-0004786]

A communication from Patrick Murphey, Zoning Administrator, Department of Planning and Development, under the date of September 29, 2023, and received in the Office of the City Clerk on September 29, 2023, transmitting an ordinance amending Title 17 of the Municipal Code of Chicago by reclassifying the area shown on Map Number 2-F at 10 South Dearborn Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

AMENDMENT OF SECTIONS 9-101-020 AND 9-102-020 OF MUNICIPAL CODE REGARDING CITY OF CHICAGO AUTHORITY TO ISSUE SPEED ENFORCEMENT CITATIONS.

[O2023-0004288]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending Municipal Code Sections 9-101-020 and 9-102-020 to align the Code with a newly enacted state law regarding automated speed and traffic law enforcement citations (O2023-0004288), 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 vote of the members of the committee present, with no dissenting votes on October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-101-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-101-020 Automated Speed Enforcement System Violation -- Speed Limit.

(Omitted text is unaffected by this ordinance.)

(g) No citation for a violation of this section shall be issued until after the expiration of 30 days after the installation of a new automated speed enforcement system on a roadway; provided that the owner or lessee of the registered vehicle used in the commission of the violation shall be mailed a warning notice of such violation in compliance with Section 9-100-045.

(h) The determination to issue a citation for a violation of this section is vested solely with the City of Chicago and may not be delegated to any vendor retained by the City.

SECTION 2. Section 9-102-020 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

9-102-020 Automated Traffic Law Enforcement System Violation.

(Omitted text is unaffected by this ordinance.)

(f) The provisions of this section are subject to Sections 11-208.3 and 11-208.6 of the Illinois Vehicle Code, 625 ILCS 5/11-208.3 and 11-208.6 and the defenses specified in Section 9-100-060(b).

(g) The determination to issue a citation for a violation of this section is vested solely with the City of Chicago and may not be delegated to any vendor retained by the City.

SECTION 3. This ordinance shall take effect upon passage and approval, and shall be deemed to apply retroactively to the effective date of Public Act 103-0364.

AMENDMENT OF ORDINANCE REGARDING AUTHORITY TO EXECUTE DOCUMENTS FOR PROPOSED WATER INFRASTRUCTURE FINANCE AND INNOVATION LOAN TO CITY FROM UNITED STATES ENVIRONMENTAL PROTECTION AGENCY.

[O2023-0002765]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance amending a November 7, 2022 ordinance with respect to authority to execute documents for a proposed \$350,000,000 WIFIA loan to the City from the United States Environmental Protection Agency (O2023-0002765), 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 vote of the members of the committee present, with no dissenting votes on October 2, 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, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- Alderperson Moore -- 1.

Alderperson Harris 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 duly constituted and existing municipality within the meaning of Section 1 of Article VII of the 1970 Constitution (the "Constitution") of the State of Illinois having a population in excess of 25,000 and is a home rule unit of local government under Section 6(a) of Article VII of the Constitution; and

WHEREAS, The City has constructed and is maintaining and operating the Water System (as defined in the hereinafter-defined WIFIA Bond Ordinance) to meet the needs of the City's inhabitants and other users of the Water System and for fire protection; and the Water System is operated under the supervision and control of the Department of Water Management of the City; and

WHEREAS, On November 7, 2022, the City Council of the City (the "City Council") adopted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 56618 through 55807, inclusive (the "WIFIA Bond Ordinance"), which, among other things, authorized the issuance of the Series 2022 Second Lien Bonds (as defined in the WIFIA Bond Ordinance); and

WHEREAS, The WIFIA Bond Ordinance authorized the issuance of the Series 2022 Second Lien Bonds in an aggregate principal amount not to exceed \$350,000,000 to evidence and secure the City's obligation to repay the WIFIA Loan (as defined in the WIFIA Bond Ordinance); and

WHEREAS, The proceeds of the WIFIA Loan will be used by the City to pay all or a portion of the 2022 Costs (as defined in the WIFIA Bond Ordinance) with respect to the Water System; and

WHEREAS, Article 3 of the WIFIA Bond Ordinance grants authority only to the City's Chief Financial Officer with respect to the performance of certain actions, including but not limited to executing documents, making determinations, and granting approvals, all relating to the negotiation, sale, and issuance of the Series 2022 Second Lien Bonds (the "Series 2022 Second Lien WIFIA Bonds Authorization"); and

WHEREAS, The City has determined it is advisable and in the best interests of the City to amend the WIFIA Bond Ordinance to also grant the Series 2022 Second Lien WIFIA Bonds Authorization to each of the Mayor, the City's Commissioner of Water Management and the City Comptroller, so as to ensure the provisions of the WIFIA Bond Ordinance relating to the negotiation, sale and issuance of the Series 2022 Second Lien Bonds are properly implemented; now, therefore,

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

SECTION 1. The City Council, after a public meeting heretofore held on this Ordinance by the Committee on Finance of the City Council (the "Finance Committee"), pursuant to proper notice and in accordance with the findings and recommendations of the Finance Committee, hereby finds that all the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference. All terms not otherwise defined herein shall have the meanings set forth in the WIFIA Bond Ordinance.

SECTION 2. Section 3.1.01 of the WIFIA Bond Ordinance is hereby amended by adding the following definition:

““WIFIA Bond Authorized Officer” means each of the Mayor, the City’s Commissioner of Water Management, the Chief Financial Officer and the City Comptroller.”

SECTION 3. Section 3.1.01 of the WIFIA Bond Ordinance is amended by deleting the language stricken through and by inserting the double-underscored language, as follows:

““Bond Registrar” means such banking institution as may be appointed by ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer as bond registrar for the Series 2022 Second Lien Bonds, or any successor to it in that capacity appointed by ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer and any co-bond registrar separately appointed by ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer.”

““Paying Agent” means such banking institution as may be appointed by ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer as paying agent for the Series 2022 Second Lien Bonds, or any successor to it in that capacity appointed by ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer and any co-paying agent separately appointed by ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer.”

““Second Lien Bond Determination Certificate” means the certificate of ~~the Chief Financial Officer~~ a WIFIA Bond Authorized Officer with respect to the Series 2022 Second Lien Bonds filed with the Office of the City Clerk or the Deputy City Clerk, addressed to the City Council as provided in Section 3.2.04(e) of this Ordinance.”

SECTION 4. Sections 3.2.01, 3.2.03, 3.2.04, 3.4.01, 3.7.01 and 3.7.02 of the WIFIA Bond Ordinance are hereby amended by deleting all references therein to “the Chief Financial Officer” and replacing said references with “a WIFIA Bond Authorized Officer”, “each WIFIA Bond Authorized Officer” or “such WIFIA Bond Authorized Officer”, as the context may require.

SECTION 5. Except as amended by this Ordinance, the provisions of the WIFIA Bond Ordinance shall remain in full force and effect.

SECTION 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

SECTION 7. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago or part thereof, is in conflict with or inconsistent with the provisions of this Ordinance, the provisions of this Ordinance shall be controlling.

SECTION 8. This Ordinance shall be in full force and effect upon passage and approval.

AMENDMENT OF REDEVELOPMENT AGREEMENT WITH IMANI SENIOR VILLAGE PHASE 1 LLC FOR DEVELOPMENT OF IMANI VILLAGE SENIOR RESIDENCES AT 9621 S. COTTAGE GROVE AVE.

[O2023-0004450]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 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 redevelopment agreement with Imani Senior Village Phase 1 LLC for development of Imani Village at 9621 South Cottage Grove Avenue, located in the 8th Ward (O2023-0004450), 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 vote of the members of the committee present, with no dissenting votes on October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, To address the issue of a shortage of affordable housing in an area on and near real property commonly known as 9633 South Cottage Grove Avenue in Chicago, Illinois (the "Property"), (i) an ordinance (the "Original Ordinance") was adopted by the City Council ("City Council") on November 16, 2022 and published at pages 55857 -- 55940 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date; and

WHEREAS, Pursuant to the Original Ordinance the City authorized: (i) a loan of multi-program funds, (ii) tax increment financing to be used for completion of the Project and (iii) execution of a redevelopment agreement (the "Redevelopment Agreement") with Imani Senior Village Phase 1 LLC, an Illinois limited liability company (the "Borrower"), for development of 70 affordable housing units as more fully described in the Original Ordinance to be commonly known as Imani Senior Village on the real property referenced above; and

WHEREAS, Pursuant to an amendment to the Original Ordinance (the "Amended Ordinance") certain omissions and mistakes in Exhibit A to the Original Ordinance were addressed and corrected in a revised Exhibit A to the Amended Ordinance which Amended Ordinance was adopted by the City Council on June 21, 2023 and published at pages 755 -- 760 of the *Journal* of such date; and

WHEREAS, In order to update the address of the Property: (i) it is acknowledged that the Borrower will enter into a long term lease of real property located within the Area (as defined in the Original Ordinance) and now commonly known as 9621 South Cottage Grove Avenue in Chicago, Illinois, which was to be legally described on Exhibit B attached to the Original Ordinance (subject to final title commitment and survey) and (ii) Exhibit B to the Original Ordinance is hereby Amended and replaced with Exhibit B hereto; and

WHEREAS, In order to (i) extend the date for the performance of certain obligations by the Borrower in the Redevelopment Agreement, (ii) make other changes to the financial provisions set forth in the Redevelopment Agreement, and (iii) correct certain omissions and mistakes in the Redevelopment Agreement attached to the Original Ordinance as Exhibit C, a revised Redevelopment Agreement is attached as Exhibit C hereto in order to address the aforementioned revisions, changes and corrections; now, therefore,

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

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

SECTION 2. Exhibit C to the Original Ordinance is hereby amended and replaced with Exhibit C attached hereto.

SECTION 3. The Commissioner of the City's Department of Housing (the "DOH Commissioner"), or a designee of the DOH Commissioner, are each hereby authorized, with the approval of the Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. Except as specifically amended and modified by this ordinance, the Original Ordinance as amended by the Amended Ordinance shall remain in full force and effect.

SECTION 5. 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 6. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "B".
(To Ordinance)

Property Legal Description (subject to final title and survey:)

That part of the northwest quarter of Section 11, Township 37 North, Range 14, east of the Third Principal Meridian, bounded and described as follows: beginning at a point on the easterly line of Cottage Grove Avenue as now laid out which is 853.37 feet southerly as measured along the easterly line of Cottage Grove Avenue from its intersection with the south line of East 95th Street; thence north 88 degrees, 21 minutes, 23 seconds east, 218.19 feet; thence south 01 degree, 41 minutes, 44 seconds east, 262.25 feet to a line 1,120 feet south of and parallel with the south line of East 95th Street, said 1,120 feet being measured along a line parallel with the easterly line of Cottage Grove Avenue; thence south 88 degrees, 23 minutes, 46 seconds west, 268.44 feet to said easterly line of Cottage Grove Avenue; thence north 09 degrees, 09 minutes, 39 seconds east, 266.79 feet, along said easterly line to the point of beginning, all in Cook County, Illinois.

Permanent Real Estate Tax ID:

25-11-100-022-0000; and

25-11-100-026 (partial).

Common Address:

9621 South Cottage Grove Avenue
Chicago, Illinois 60628.

Exhibit "C".
(To Ordinance)

Imani Village Phase 1 Redevelopment Agreement.

This Imani Village Phase 1, LLC Redevelopment Agreement (this "**Agreement**") is made as of this _____ day of _____, 2022, by and between the City of Chicago, an Illinois municipal corporation (the "**City**"), through its Department of Housing ("**DOH**"), and Imani Senior Village Phase 1, LLC, an Illinois limited liability company (the "**Owner**") and Trinity 95th & Cottage Grove Plained Community Development Series, LLC, an Illinois limited liability company ("**Trinity**" and together with Owner, the "**Developer**"), and Trinity GL, LLC, an Illinois limited liability company ("**Ground Lessor**").

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 June 10, 1998: (1)

"An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area" (as amended pursuant to an ordinance adopted by City Council on June 9, 2010, (the "**Plan Adoption Ordinance**"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Stony Island Avenue Commercial and Burnside Industrial Corridor 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 Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area" (the "**TIF Adoption Ordinance**") (items (1)-(3) collectively referred to herein as the "**TIF Ordinances**"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: Developer has leased (the "**Acquisition**") certain property located within the Redevelopment Area at 9621 S. Cottage Grove Ave., Chicago, Illinois 60628 and legally described on Exhibit B hereto (the "**Property**"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete construction of (i) an approximately seventy thousand five-hundred sixty-one (70,561) square foot building including rental housing which will consist of seventy (70) independent senior living dwelling units (the "**Housing Building**"), all of which shall be used for low- and moderate-income senior citizen households earning no more than sixty percent (60%) of the Chicago area-wide median income ("**AMI**"), (ii) an approximately seven thousand four-hundred ninety-eight (7,498) square foot one-story entrance and common area building contiguous to the Housing Building which will consist of an entrance hall and other common areas (the "**Entrance Building**"; along with the Housing Building the "**Facility**") thereon. The Facility including all contiguous property (which shall include twenty-six (26) **[[to be confirmed]]** surface parking spaces), 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 Stony Island Avenue Commercial and Burnside Industrial Corridor Redevelopment Project Area Tax Increment Financing Program Redevelopment Plan (the "**Redevelopment Plan**") included in the Plan Adoption Ordinance and published at pages 70203-70340 of the Journal of the Proceedings of the City Council ("the **Journal**") of June 10, 1998 and pages 92653-92702 of the Journal of June 9, 2010.

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.

In addition, the City may, in its discretion, issue tax increment allocation bonds ("**TIF Bonds**") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "**TIF Bond Ordinance**") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "**TIF Bond Proceeds**") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes or in order to reimburse the City for the costs of TIF-Funded Improvements.

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Redevelopment Area
2. Definitions	B *Property
3. The Project	C *TIF-Funded Improvements
4. Financing	D [intentionally omitted]
5. Conditions Precedent	E Construction Contract
6. Agreements with Contractors	F Escrow Agreement
7. Completion of Construction or Rehabilitation	G *Permitted Liens
8. Covenants/Representations/Warranties of Developer	H-1 *Project Budget
9. Covenants/Representations/Warranties of the City	H-2 *MBE/WBE Budget
10. Developer's Employment Obligations	I Approved Prior Expenditures
11. Environmental Matters	J Opinion of Developer's Counsel
12. Insurance	K *Preliminary TIF Projection -- Real Estate Taxes
13. Indemnification	L Requisition Form [use if no escrow]
14. Maintaining Records/Right to Inspect	M Intentionally Omitted
15. Defaults and Remedies	N Form of Subordination Agreement
16. Mortgaging of the Project	O Form of Payment Bond
17. Notice	P Investor Letter
18. Miscellaneous	(An asterisk (*) indicates which exhibits are to be recorded.)

SECTION 2. DEFINITIONS

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

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

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

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

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under the RDA during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (**Section 8.06**); (2) compliance with the Jobs Covenant (**Section 8.06**); (3) delivery of Financial Statements and unaudited financial statements (**Section 8.13**); (4) delivery of updated insurance certificates, if applicable (**Section 8.14**); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (**Section 8.15**); (6) intentionally omitted and (7) compliance with all other executory provisions of this Agreement.

"ATS Manual" means the 2021 version of the Architectural and Technical Standards Manual (ATS Manual) issued by DOH.

"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. [May change to Other Bond Ordinance. See note above.]

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

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

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

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

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

"City Loan" shall mean the approximately \$2,950,000 loaned by the City to the Owner for the Project, provided however, that the City is hereby authorized to lend an amount not to exceed \$4,100,000 at the sole discretion of the City.

"City Loan Regulatory Agreement" shall mean that certain Regulatory Agreement dated as of the date of this Agreement between the Owner and the City, as amended and supplemented.

"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.

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

"ComEd EEP Grant" shall mean the grant of approximately \$190,124 from Commonwealth Edison under the Energy Efficiency Program.

"Commissioner" shall mean the Commissioner of DOH.

"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.

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

"Construction Jobs" shall have the meaning set forth in Section 8.06(b) hereof.

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

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

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

"Disbursement Agreement" shall mean that certain agreement, if required by the United States Department of Housing and Urban Development ("HUD") as part of the financing provided by funders other than the City, entered into by various funders and HUD in addition to, or in place of, the Escrow Agreement, if applicable and agreed to by the City.

"DOH" means the City's Department of Housing

"DPD" has the meaning set forth in the Agreement preamble.

"DTC Equity" approximately \$685,850 to be derived from the syndication of approximately \$797,500 (based on a land value of \$1,595,000) in Illinois Affordable Housing Tax Credits (with a pay-in rate of approximately \$0.86) allocated to Developer by the City.

"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 (or any affiliate of the Developer) and Developer's lender(s), substantially in the form of Exhibit F attached hereto.

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

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

"Final Comprehensive Residential NFR Letter" shall mean a final comprehensive residential "No Further Remediation" letter issued by the IEPA approving the use of the Property for the construction, development and operation of the Project in accordance with the site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The Final Comprehensive Residential NFR Letter shall state that the Property meets remediation objectives for residential properties and the construction worker exposure route as set forth in 35 Ill. Adm. Code Part 742, but may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"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 Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence 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 demolition.

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

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

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

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

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

"Investor" shall mean Cinnaire Assignment Company, LLC, its successors and/or assigns, as the tax credit investor of the Owner.

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

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

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

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

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

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

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

"Other Regulated Material" means any Waste, Contaminant, 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 Property and/or the Project set forth on Exhibit G hereto.

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

"Permitted Transfer" shall mean (i) removal of the manager of the Owner by the Investor, in accordance with the Owner's operating agreement (the "Operating Agreement"), provided the substitute manager/general partner is acceptable to City in its reasonable discretion and the City provides its written consent (except no consent of the City shall be required under this Agreement if the substitute general partner is an affiliate of the Investor); (ii) any pledge by the Manager of the Owner to a Lender that is providing Lender Financing all of the Manager's rights, title and interest in and to the Owner and under the Operating Agreement as collateral for the Owner obligations under the loans made or to be made by the Lender to Owner; (iii) a transfer by the Investor of its member interest after the Closing Date to an unaffiliated entity with the prior written consent of the City; provided, however, that the prior written consent of DOH shall not be required for a transfer by the Investor of its member interest after the Closing Date to an affiliated entity or an affiliate of Investor, but prior written notice to DOH is required; (iv) a transfer pursuant to a foreclosure, deed in lieu of foreclosure or similar action, of the senior mortgage; (v) the lease of the Property from Ground Lessor to Imani Works, Inc., an Illinois not-for-profit corporation ("Sponsor" or Assignor") and assignment of Sponsor's interest in Ground Lease to Owner; and (vi) a transfer of title to the Property from Ground Lessor to Trinity United Church of Christ, an Illinois not-for-profit corporation..

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

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

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

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

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

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

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

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

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

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

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

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

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit L, to be delivered by Developer to DOH 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.

"SRP" shall mean the IEPA's Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

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

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2011, dated within 75 days prior to the

Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending on the date which is thirty (30) years after the issuance of the Certificate.

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

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

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

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

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

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

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

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

"Title Company" shall mean Commonwealth Land Title Insurance Company, with Title Policy issued by Title Services, Inc. as agent.

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

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction by the later of four (4) months after closing of the transaction set forth in this Agreement or October 31, 2023, with the option of the Commissioner to extend this date by up to one hundred and twenty (120) days and (ii) complete construction and conduct business operations therein no later than December 31, 2025, with the option of the Commissioner to extend this date by up to one hundred and twenty (120) days.

3.02 Scope Drawings and Plans and Specifications. Developer has delivered the Scope Drawings and Plans and Specifications to DOH and DOH has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings or Plans and Specifications shall be submitted to DOH 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 DOH, and DOH has approved, a Project Budget showing total costs for the Project in an amount not less than Thirty-Two Million Nine Hundred Sixty Thousand and Twelve Dollars (\$32,960,012). Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DOH 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 the Owner to DOH, pursuant to the Architectural and Technical Standards Manual (ATS Manual) dated 2021 issued by DOH. The Owner 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 the Owner of DOH written approval, which shall not be unreasonably withheld, conditioned or delayed. The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect and also shall contain a provision requiring compliance with the policies and procedures outlined in the ATS Manual. 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 Owner.

3.05 DOH Approval. Any approval granted by DOH 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 DOH pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Property or the Project.

3.06 Other Approvals. Any DOH 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 DOH'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 DOH 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 DOH's written approval pursuant to Section 3.04). Developer shall provide three (3) copies of an updated Survey to DOH upon the request of DOH 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 DOH 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 DOH, prior to requests for disbursement for costs related to the Project hereunder and/or pursuant to the Escrow Agreement. If approved by DOH, the inspecting agent or architect may be the same one being used in such role by the lender providing Lender Financing, provided that such agent or architect (a) is not also the Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

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. DOH retains the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades.

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

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

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

3.13 Environmental Features. The Project will meet at least one hundred (100) points on the City's Sustainable Design Checklist and will conform to the energy efficiency requirements of the City for the Project.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$32,960,107, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources, or other sources acceptable to the Commissioner:

Sources of Funds	Amount
Lender Financing: Senior Loan	\$2,300,000
Lender Financing: City Multifamily Loan	\$2,950,000
[State of Illinois Funds: (DCEO)]	\$1,000,000]]*
Equity: General Partner Contribution	\$100
Equity: DTC Equity	\$685,850
Equity: ComEd EEP Grant	\$190,124
Equity: Low Income Housing Tax Credit Equity	\$17,428,900
Deferred Developer Fee:	\$354,376
TIF Grant:	\$8,050,757
MAUI Loan – Chicago Low-Income Housing Trust Fund	\$1,000,000
ESTIMATED TOTAL	Approximately \$32,960,107

*or another source acceptable to the Commissioner; these funds not anticipated to be received by Closing.

4.02 Developer Funds. Equity and/or Lender Financing shall be used to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Funded Improvements. The Developer is **solely** responsible for completing any required National Environmental Policy Act ("NEPA") reviews required to obtain federal funding from the Developer's lender.

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 DOH evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer Parties hereunder prior to issuance of a Requisition Form pursuant to Section 4.03 (c). Except as otherwise explicitly set forth herein, City Funds shall not be paid to Developer hereunder prior to the issuance of a Certificate.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes [[and/or TIF Bond Proceeds, if any]]	\$8,050,757

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Eight Million Fifty Thousand Seven Hundred Fifty-Seven and No/100 Dollars (\$8,050,757); and provided further, that the \$8,050,757 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as:

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

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

Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$8,050,757 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately. In the event of a reduction in TIF-Eligible costs due to a reduction in Project Costs, other sources

(c) Disbursement of City Funds.

Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.04, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds in three installments as follows (or in other amounts as determined by the Commissioner due to any changes in the timing and/or availability of sources of funds set forth in Section 4.01 hereof):

- (i) \$2,683,585.66 upon the completion of 33% of the construction of the Project (based on the amount of actual Project costs incurred in relation to the Project Budget) as certified to the City in a Requisition Form with required supporting documentation;
- (ii) \$2,683,585.66 upon completion of 66% of the construction of the Project (based on the amount of actual Project costs incurred in relation to the Project Budget) certified to the City in a Requisition Form with required supporting documentation; and
- (iii) \$2,683,585.66 shall be paid upon the completion of 100% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation and upon the issuance of the Certificate.

4.04 Construction Escrow; Requisition Form. The City and the Owner Parties hereby agree to enter into the Escrow Agreement. All disbursements of Project funds shall be made through the funding of draw requests with respect thereto, or as otherwise set forth pursuant to the Escrow Agreement and this Agreement. The City must receive copies of all draw requests and related documents submitted to the Title Company. The Owner shall submit a Requisition Form to DOH prior to each disbursement of City Funds per Section 4.03 above and DOH shall respond to Owner's Requisition Form within forty-five (45) days. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per month (or as otherwise permitted by DOH). DOH shall approve disbursements of the City Funds from the Escrow. If required, the Owner shall meet with DOH upon request to discuss the Requisition Forms previously delivered. 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 and review (i) copies of all draw/disbursement requests (regardless of the source-i.e. escrow or other source), (ii) evidence that other sources of financing, particularly Lender Financing, will be disbursed through an escrow or otherwise, and (iii) a copy of the escrow agreement.

(b) INTENTIONALLY DELETED

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

(b) INTENTIONALLY DELETED

(c) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area,

including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

(d) Allocation Among Line Items. Disbursements for expenditures related to TIF-Funded Improvements may be allocated to and charged against the appropriate line only, with transfers of costs and expenses from one line item to another, without the prior written consent of DOH, 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 DOH.

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 DOH, which shall be satisfactory to DOH in its sole discretion. Delivery by Developer to DOH 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 shown on the Requisition Form or other disbursement request acceptable to the City, as applicable, 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 or Requisition Form, as applicable, have been paid to the parties entitled to such payment;

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

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

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

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

(g) the Project is In Balance. The Project shall be deemed to be in balance ("In Balance") only if the total of the available Project funds equals or exceeds the aggregate of the amount necessary to pay all unpaid Project costs incurred or to be incurred in the completion of the Project. "Available Project Funds" as used herein shall mean: (i) the undisbursed City Funds; (ii)

the undisbursed Lender Financing, if any; (iii) the undisbursed Equity and (iv) any other amounts deposited by Developer pursuant to this Agreement. Developer hereby agrees that, if the Project is not In Balance, Developer shall, within 10 days after a written request by the City, deposit with the escrow agent or will make available (in a manner acceptable to the City), cash in an amount that will place the Project In Balance, which deposit shall first be exhausted before any further disbursement of the City Funds shall be made.

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

4.08 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed as provided herein including, but limited to, Section 15.02 hereof.

SECTION 5. CONDITIONS PRECEDENT

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

5.01 Project Budget. Developer has submitted to DOH, and DOH 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 DOH, and DOH 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 DOH.

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 other sources set forth in Section 4.01) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City or substantially in the form set forth in Exhibit N hereto, with such changes as are acceptable to

the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Recorder of Deeds of Cook County.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing Owner as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, [[[3.2]]], access and survey. Developer has provided to DOH, on or prior to the Closing Date, documentation related to the purchase, or other acquisition, of the Property (including, without limitation, acquisition of a leasehold interest in a long term ground lease) and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DOH's satisfaction, by the Title Policy and any endorsements thereto.

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

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

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

5.08 Insurance. Developer and Ground Lessor, at each of their own expense, have insured the Property and any of their interest therein (including, without limitation, corresponding fee simple interest in the Property) in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DOH.

5.09 Opinion of Developer's Counsel. On the Closing Date, Developer has furnished the City with an opinion of counsel, substantially in the form attached hereto as Exhibit J, with such changes as required by or acceptable to Corporation Counsel. If Developer has engaged special counsel in connection with the Project, and such special counsel is unwilling or unable to give some of the opinions set forth in Exhibit J hereto, such opinions were obtained by Developer from its general corporate counsel.

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to DOH 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 DOH for its most recent fiscal year, and audited or unaudited interim financial statements.

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

5.13 Environmental. Developer has provided DOH with copies of that certain Phase I Environmental Site Assessment ("ESA") for the Property prepared by Pioneer Engineering & Environmental Services, L.L.C. ("Pioneer") in January 2022; [as may need to be updated following any further study by Developer or after HUD NEPA review, and compliant with ASTM E-1527-13.] Prior to closing, the Developer will provide the City with letter(s) from the Pioneer and any other environmental engineer(s) who completed the ESA or any such other audit(s) which letters (i) authorize the City to rely on the ESA and such other audits along with any future investigations performed at the Property and (ii) name the City as an authorized user for the ESA and such other audit(s) along with any future investigations performed at the Property. Additional environmental requirements for the Project are set forth in Section 11.

5.14 Corporate Documents; Economic Disclosure Statement. Developer has provided a copy of its Articles or Certificate of Incorporation containing the original certification of the Secretary of State of its state of incorporation; certificates of good standing from the Secretary of State of its state of incorporation and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; by-laws or operating agreement of the Developer; and such other corporate documentation as the City has requested.

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

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

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. (a) Except as set forth in Section 6.01(b) below, prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago and shall submit all bids received to DOH 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) **INTENTIONALLY OMITTED.** Developer shall submit copies of the Construction Contract to DOH 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 DOH 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 DOH 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 10% 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 DOH a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DOH's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. The Developer Parties shall ensure that the General Contractor adheres to the policies and procedures outlined in the ATS Manual and that the Construction Contract and contracts with all subcontractors include language that requires adherence to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DOH and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

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

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

6.05 Other Provisions. In addition to the requirements of this Section 6, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.04 (Change Orders), Section 8.09 (Prevailing Wage), Section 10.01(e) (Employment Opportunity), Section 10.02 (City Resident Employment Requirement, as applicable), 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 DOH within five (5) business days of the execution thereof.

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

7.01 Certificate of Completion of Construction. Upon completion of the construction of the Project in accordance with the terms of this Agreement, and upon the Owner's written request, DOH shall issue to the Owner a Certificate in recordable form certifying that the Owner es have fulfilled their obligation to complete the Project in accordance with the terms of this Agreement. DOH shall respond to the Owner Parties' 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 Owner in order to obtain the Certificate. The Owner may resubmit a written request for a Certificate upon completion of such measures. DOH shall not issue a Certificate until all of the following conditions are met by the Owner:

1. receipt of a Certificate of Occupancy or other evidence acceptable to DOH that the Owner has complied with building permit requirements for the Project; 100% of the Project has been constructed and the architect of record has issued a certificate of substantial completion;
2. Evidence that Owner has incurred TIF-eligible costs, in an equal amount to, or greater than, \$8,050,757;
3. Evidence that Owner has incurred, and paid for, not less than 100% of the total Project Budget for the completion of the Project, as modified by Change Order;
4. Evidence that the Project has no construction-related liens, subject to the Owner's right to contest or object in good faith to construction-related liens by appropriate legal proceedings properly and diligently instituted and prosecuted, during which time the Owner shall furnish a good and sufficient bond covering such lien;
5. The City's monitoring and compliance unit has verified that, at the time the Certificate is issued, the Owner is in full compliance with City requirements set forth in Section 10 and Section 8.06 (M/WBE, City Residency and Prevailing Wage) with respect to construction of the Project, and that 100% of the Owner's MBE/WBE Commitment in Section 10.03 has been fulfilled;

6. The Owner has provided (1) evidence of installation of the environmental features as detailed on Exhibit G, and (2) an affidavit from its architect certifying that the Facility will achieve at least 100 points on the Chicago Sustainable Design Checklist; and
7. There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition nor event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

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

Those covenants specifically described at Sections 8.02, 8.19, 8.20 and 8.24 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

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

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

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

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

7.04 Notice of Expiration of Term of Agreement. Upon the expiration of the Term of the Agreement, DOH 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. Each of Owner, Trinity and Ground Lessor represents, warrants and covenants, (each for itself only) as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

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

(b) Each of Owner, Trinity and Ground Lessor has the right, power and authority to enter into, execute, deliver and perform this Agreement;

(c) the execution, delivery and performance by each of Owner, Trinity and Ground Lessor of this Agreement has been duly authorized by all necessary corporate or limited liability action, and does not and will not violate its Articles of Organization 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 Owner and Trinity is now a party or by which Owner and Trinity is now or may become bound;

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

(e) Each of Owner and Trinity 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 Owner, Trinity or Ground Lessor which would impair any of Owner's, Trinity's or Ground Lessor's ability to perform under this Agreement;

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

(h) Neither Owner nor Trinity is 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 Owner and/or Trinity is a party or by which Owner and /or Trinity is bound;

(i) the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of each of Owner and Trinity, and there has been no material

adverse change in the assets, liabilities, results of operations or financial condition of Owner and/or Trinity since the date of Owner's and Trinity's most recent Financial Statements;

(j) prior to the issuance of a Certificate, neither Owner, Trinity or Ground Lessor shall do any of the following without the prior written consent of DOH: (1) be a party to any merger, liquidation or consolidation; (2) except for a Permitted Transfer, 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 or Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity (other than with the financing for the Project); or (5) enter into any transaction that would cause a material and detrimental change to its or Developer's financial condition;

(k) Neither Owner, Trinity nor Ground Lessor has incurred, and, prior to the issuance of a Certificate, shall not, without the prior written consent of the Commissioner of DOH, allow the existence of any liens against the Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Property (or improvements thereon) or any fixtures now or hereafter attached thereto, except Lender Financing disclosed in the Project Budget; and

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

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

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

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

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds, and that the amounts of City Funds actually received by such party may be less than the maximum amounts set forth in Section 4.03(b) as may be due, in part to prior obligations as set forth on Exhibit D.

(q) Developer understands neither it nor any Developer Party may sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except as explicitly allowed by the terms 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, provided that the parties consent to and acknowledge that Trinity is loaning or contributing the City Funds to Owner; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

(s) After issuance of the Certificate, if mortgagee or other permitted transferee executes a subordination agreement in which it subordinates its mortgage lien to the covenants that run with the land, City consent is not required; however, City consent is required for City to have obligation to pay any incremental taxes to any transferee other than the Developer or a wholly-owned affiliate thereof.

8.02 Covenant to Redevelop. Upon DOH'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, and to the extent necessary Ground Lessor, shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, [the Bond Ordinance, the TIF Bond Ordinance], the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon Ground Lessor, and 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 Owner or Trinity shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) the TIF-Funded Improvements as provided in this Agreement.

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

8.06 Job Creation and Retention; Covenant to Remain in the City. Developer shall aspire to create (a) two (2) full-time equivalent, permanent jobs at the Project within three (3) months of the completion thereof; and (b) one-hundred twenty (120) temporary full-time equivalent, permanent jobs during construction of the Project. Developer hereby covenants and agrees to maintain its operations solely as a residences for low and moderate Senior Households as set forth herein within the City of Chicago at the Property through the later of the Compliance Period and the Term of the Agreement.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City at least each quarter and when the Project is 25%, 50%, 70% and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). The reports may include but shall not be limited to the following:

- Sub-contractor's activity report;
- Contractor's certification concerning labor standards and prevailing wage requirements;
- Contractor letter of understanding;
- Monthly utilization report;
- Authorization for payroll agent;
- Certified payroll; and
- Duplicates of applicable support documentation verifying the disbursement and receipt of overall project funds (i.e. invoices, canceled checks, partial and final waivers-of-lien, etc.);

If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DOH which shall outline, to DOH's satisfaction, the manner in which Developer shall correct any shortfall. The City also retains the right to review draw requests which must be accompanied by, among other things, invoices, canceled checks, lien waivers, owner's sworn statement, general contractor's sworn statement and MBE/WBE subcontractor contract amounts and

certification letters as a prerequisite to disbursement. Failure to meet any of the terms above will result in a delay of the issuance of the Certificate until all deficiencies are cured.

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

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

8.10 Arms-Length Transactions. Unless DOH 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 DOH'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. Each of Owner and Trinity shall obtain and provide to DOH Financial Statements for Developer's fiscal year ended 2022 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 DOH 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 DOH, within thirty (30) days of DOH's request, official receipts from the appropriate entity, or other proof satisfactory to DOH, 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 DOH's sole option, to furnish a good and sufficient bond or other security satisfactory to DOH in such form and amounts as DOH 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 DOH 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. Either this Agreement shall be recorded prior to any mortgage made in connection with Lender Financing or, if this Agreement is not recorded first, a subordination agreement will have to be prepared and executed. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and which create, may create, or appear to 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. Developer's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DOH of Developer's intent to contest or object to a Governmental Charge and, unless, at DOH's sole option,

(iii) Developer shall demonstrate to DOH'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 DOH in such form and amounts as DOH 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 DOH thereof in writing, at which time DOH may, but shall not be obligated to, and without waiving or releasing any obligation or liability of Developer under this Agreement, in DOH's sole discretion, make such payment, or any part thereof, or obtain such discharge and take any other action with respect thereto which DOH deems advisable. All sums so paid by DOH, if any, and any expenses, if any,

including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be promptly disbursed to DOH by Developer. Notwithstanding anything contained herein to the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) [[INTENTIONALLY OMITTED]].

(ii) Real Estate Tax Exemption. With respect to the Property or the Project, neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer (including, without limitation, the Ground Lessor) 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, except for (i) obtaining Class 9 designation, (ii) obtaining any reduction in assessed value available for the Property under 35 ILCS 200/15-178, (iii) obtaining the exemption available for the Rental Assistance Demonstration ("RAD") units, and (iv) obtaining any exemption for which DOH or DOH has provided its prior written consent.

(iii) No Other Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project, except as part of any reduction or exemption specifically allowed pursuant to the terms of this Agreement.

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property.

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

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

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Within ninety (90) days of the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the Property. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DOH, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report(s). (a) Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DOH the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates. Failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof. The covenants set forth in this Section 8.20 shall run with the land and be binding upon any transferee for the Term of the Agreement.

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

8.22 INTENTIONALLY DELETED

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 DOH will evaluate whether such document may be withheld under the FOIA. DOH, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

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

(a) The Facility shall be operated and maintained solely as residential rental housing for senior citizens;

(b) All of the units in the Facility shall be available for occupancy to and be occupied solely by one or more [senior citizens] qualifying as Low Income Families (as defined below) upon initial occupancy; and

(c) All of the units in the Facility has 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 8.24, the following terms has the following meanings:

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

(ii) "Low Income Families" shall mean Families whose annual income does not exceed sixty percent (60%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

(e) The covenants set forth in this Section 8.24 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 8.24.

8.25 INTENTIONALLY OMITTED.

8.26 INTENTIONALLY OMITTED .

8.27 INTENTIONALLY OMITTED.

8.28 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 (including, without limitation, Ground Lessor) operating on the Property (collectively, with Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

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

race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

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

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

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

Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are

employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DOH 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 DOH, 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 DOH, affidavits and other supporting documentation will be required of Developer, the General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

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

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

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

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

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

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

- (1) At least 26 percent by MBEs.
- (2) At least 6 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 DOH.

(d) Developer shall deliver quarterly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in

determining Developer's compliance with this MBE/WBE commitment. Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the Project for at least five years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by Developer, on five Business Days' notice, to allow the City to review Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

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

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

SECTION 11. ENVIRONMENTAL MATTERS

The ESA noted that the Property was previously enrolled in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("SRP") as Parcel 8 which is part of a 24 acre area referred to as the Trinity-Imani Village project. The redevelopment of this 24-acre area is to be completed by parties related to the Developer in phases. The Developer and Ground Lessor shall enroll the Property in the SRP to obtain a Final Comprehensive Residential No Further Remediation ("NFR") Letter for the Property prior to occupancy. The Developer and Ground Lessor also acknowledge and agree to the following:

A. The Developer shall conduct a Hazardous Building Material Survey of Property buildings prior to conducting any building demolition work. A report documenting the Hazardous Building Material Survey results and an abatement plan shall be submitted to the City for review prior to beginning any demolition work.

The Developer shall incorporate the results of Hazardous Building Material Survey into demolition documents and perform abatement and/or removal as part of the demolition of the Property building in accordance with all local, state and federal regulations. A copy of the abatement/removal report should be provided to, and as directed by, DOH and the Department of Assets, Information, and Services ("AIS") prior to any demolition activities. Abatement/removal activities may be allowed prior to receipt of the RAP Approval Letter, subject to the Hazardous Building Material Survey and removal/abatement requirements.

B. The Developer acknowledges and agrees that it may not commence land disturbance or construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("**RAP Approval Letter**"). Upon receipt of the RAP Approval Letter, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter for the Property using all reasonable means.

C. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all SRP 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;

D. The Developer shall remove any soil not meeting the requirements of 35 IAC Section 742.305. Any underground storage tanks ("**USTs**") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734;

E. The Developer acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and the Developer has recorded with the Cook County Recorder of Deeds or the Office of the Cook County Clerk, as required and/or applicable and the City has approved, a Final Comprehensive Residential NFR Letter for the Property, which approval shall not be unreasonably withheld. If the Developer fails to obtain the NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property. The Developer shall abide by the terms and conditions of the Final Comprehensive Residential NFR Letter; and

F. If the Property (and/or surrounding property owned by parties related to Developer) is developed in phases, public access to future phases that are not yet complete must be restricted using a 6-ft chain link fence or other method approved by the City until the future phases have received a Final NFR Letter.

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

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

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

(c) Post Construction:

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

(d) Other Requirements:

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance,

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

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

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

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

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

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

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

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

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

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

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

SECTION 13. INDEMNIFICATION

13.01 General Indemnity. Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnatee," 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.

13.02 Ground Lessor Indemnity. Ground Lessor agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnatee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages, 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) Ground Lessor's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(ii) 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 Ground Lessor or any agents, employees, contractors or persons acting under the control or at the request of Ground Lessor; or

(iii) Ground Lessor's failure to cure any misrepresentation in this Agreement or any other agreement relating hereto;

provided, however, that Ground Lessor 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, Ground Lessor shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City[, provided

that a transfer of the Investor interest in Owner after the expiration of the tax credit compliance period shall be permitted without the consent of the City]]; or

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

(m) The failure to provide the City with an Annual Compliance Report within thirty (30) days of when it is due, as set forth in Section 8.20.

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

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, and/or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds. For an Event of Default caused by failing to provide the City with an Annual Compliance Report, in addition to any other remedy the City may choose to pursue, Developer shall be required to pay to City \$10,000, as liquidated damages, for each such Event of Default.

15.03 Curative Period. In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event Developer shall fail to perform a non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured. [[In the Event of Default under this Agreement, the Investor shall have the right, but not the obligation, to cure any default within the same cure periods given above, and the City and DOH shall accept any such cure by the Investor as if performed by the 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 G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer or Ground Lessor 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 or Ground Lessor'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 or Ground Lessor'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 Ground Lessor's or 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 Ground Lessor's or 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 Ground Lessor or Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Ground Lessor" or "Developer" hereunder as applicable; 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 Ground Lessor's or Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Ground Lessor or Developer which accrued prior to the time such party succeeded to the interest of Ground Lessor or Developer, as applicable, 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 Ground Lessor's or 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 Z hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of DOH.

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: Imani Senior Village Phase I, LLC c/o SPM Properties & Development, LLC 701 Lee Street, Suite 802 Des Plaines, Illinois 60016 And c/o Trinity 95 th & Cottage Grove Planned Community Development Series, LLC 400 West 95 th Street Chicago, Illinois 60628 Attention: Patricia J. Eggleston, Esq.
With Copies To: City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division If to the Investor: Cinnare Assignment Company, LLC c/o Property Stabilization, Inc. 1118 South Washington Lansing, MI 48910	With Copies To: Applegate & Thorne-Thomsen, P.C. 440 S. LaSalle St., Suite 1900 Chicago, Illinois 60605 Attention: Greg Whitehead and Steve Friedland With a copy to: Kutak Rock LLP 1650 Farnam Street Omaha, NE 68102 Attn: Asher R. Ball

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 [I], and the consent of the Investor[I]; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or

authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than [ninety (90)] days.

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

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

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

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

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

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

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

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

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

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

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

18.13 Approval. Wherever this Agreement provides for the approval or consent of the City, DOH or the Commissioner, or any matter is to be to the City's, DOH'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, DOH 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 DOH in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Except in connection with a Permitted Transfer, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. The City hereby consents to the execution and delivery of a Collateral Assignment in favor of a lender providing Lender Financing. 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. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

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

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

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

SECTION 19: HUD Rider to Restrictive Covenants. The HUD Rider to Restrictive Covenants is attached hereto as Exhibit Q and a made a part hereof by this reference.

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.

Imani Senior Village Phase 1, LLC, an Illinois limited liability company

By: Imani Senior Village Phase 1 MM, LLC, an Illinois limited liability company
Its: Manager

By: SPM Properties & Development, LLC, an Illinois limited liability company
Its: A Manager

By: _____
Name: Philip I. Mappa, Managing Member

By: NIA1 LLC, an Illinois limited liability company
Its: A Manager

By: Trinity 95th & Cottage Grove Planned Community Development Series LLC,
an Illinois liability company
Its: Sole Member

By: _____
Name: Patricia J. Eggleston
Its: Executive Vice President

Trinity 95th & Cottage Grove Planned Community Development Series, LLC, an Illinois limited liability company

By: _____
Name: Patricia J. Eggleston
Title: Executive Vice President

Trinity GL, an Illinois limited liability company

By: Trinity 95th & Cottage Grove Planned Community Development
Series, an Illinois limited liability company
Its: Sole Member

By: _____
Name: Patricia J. Eggleston
Title: Executive Vice President

CITY OF CHICAGO

By: _____
James R. Horan
Acting Commissioner of Housing

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 Phillip I. Mappa personally known to me to be the Managing Member of SPM Properties & Development, LLC, an Illinois limited liability company (the "SPM" and a Developer Party) which is a manager of Imani Senior Village Phase 1, MM, an Illinois limited liability company ("Manager") which is the manager of Imani Senior Village Phase 1, LLC, an Illinois limited liability company (the "Owner" and a Developer Party) and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the managers of SPM, as his/her free and voluntary act and as the free and voluntary act of SPM, Manager, Owner and 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 Patricia J. Eggleston, personally known to me to be the Executive Vice President of Trinity 95th and Cottage Grove Planned Community Development Series, LLC, an Illinois limited liability company (the "Trinity") which is the sole member of NIA1 LLC, an Illinois limited liability company ("NIA1" and a Developer Party) which is a manager of Imani Senior Village Phase 1, MM, an Illinois limited liability company ("Manager") which is the manager of Imani Senior Village Phase 1, LLC, an Illinois limited liability company (the "Owner" and a Developer Party), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the sole member of Trinity, as his/her free and voluntary act and as the free and voluntary act of Trinity, NIA1, Manager and Owner, 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 Patricia J. Eggleston, personally known to me to be the Executive Vice President of Trinity 95th and Cottage Grove Planned Community Development Series, LLC, an Illinois limited liability company (the "Trinity"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the sole member of Trinity, as his/her free and voluntary act and as the free and voluntary act of Trinity and 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 Patricia J. Eggleston, personally known to me to be the Executive Vice President of Trinity 95th and Cottage Grove Planned Community Development Series, LLC, an Illinois limited liability company (the "Trinity") which is the sole member of Trinity GL, LLC, an Illinois limited liability company ("Ground Lessor"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of the sole member of Trinity, as his/her free and voluntary act and as the free and voluntary act of Trinity and Ground Lessor, 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 James R. Horan, personally known to me to be the Acting Commissioner of Housing for the Department of Housing of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 _____

[(Sub)Exhibits "A", "E", "F" and "O" referred to in this Imani Village Phase 1
Redevelopment Agreement unavailable at time of printing.]

[(Sub)Exhibits "K" and "M" referred to in this Imani Village Phase 1
Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits "B", "C", "D", "G", "H-1", "H-2", "I", "J", "L", "N", "P" and "Q" referred to in this
Imani Village Phase 1 Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Imani Village Phase 1 Redevelopment Agreement)

Property Legal Description (subject to final title and survey):

The leasehold estate created by that certain Ground Lease Agreement with a term beginning _____, 2023 and ending _____ entered into by Trinity GL LLC and Imani Works as evidenced by memorandum of ground lease recorded as Document Number _____, and assigned to Imani Senior Village Phase 1 LLC, as assignee, pursuant to assignment of ground lease recorded as Document Number _____, with respect to the demised land, described as follows:

That part of the northwest quarter of Section 11, Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows: beginning at a point on the easterly line of South Cottage Grove Avenue as now laid out which is 853.37 feet southerly as measured along the easterly line of South Cottage Grove Avenue from its intersection with the south line of East 95th Street; thence north 88 degrees, 21 minutes, 23 seconds east, 218.19 feet; thence south 01 degree, 41 minutes, 44 seconds east, 262.25 feet to a line 1,120 feet south of and parallel with the south line of East 95th Street, said 1,120 feet being measured along a line parallel with the easterly line of South Cottage Grove Avenue; thence south 88 degrees, 23 minutes, 46 seconds west, 268.44 feet to said easterly line of South Cottage Grove Avenue; thence north 09 degrees, 09 minutes, 39 seconds east, 266.79 feet, along said easterly line to the point of beginning, all in Cook County, Illinois.

Permanent Real Estate Tax ID:

25-11-100-022-0000; and

25-11-100-026 (partial).

Common Address:

9621 South Cottage Grove Avenue
Chicago, Illinois 60628.

(Sub)Exhibit "C".
(To Imani Village Phase 1 Redevelopment Agreement)

TIF-Funded Improvements.

Category	Budget	Eligible****	TIF Eligible Cost**
TIF-eligible Land Acquisition	\$ 25,001	100%	\$ 1
Public Works or Site Improvements	2,370,529	50%	425,460
Affordable Housing Unit Hard Costs	24,808,770	50 -- 100%	12,404,385
Environmental Remediation	135,000	100%	125,000
Eligible soft costs related to construction			
Eligible Professional Fees	1,149,000	50%	181,581
Relocation	--	100%	--
Developer Fee	1,765,921	50%	1,765,921
Soft Interest (can only count if not counting affordable hard costs)		30%	--
Total:			\$ 14,902,347

* With the exception of Land, Project Budget amounts above are based upon 100% affordable units.

** Notwithstanding the total of TIF eligible costs, the TIF assistance to be provided by the City shall not exceed 8.08 m.

*** This includes General Conditions, GC Overhead and Profit; and Building permits.

**** TIF Eligibility is further defined by the percentage of the building devoted to affordable units.

[Note: If the Amount listed on Schedule C exceeds the maximum amount of City assistance, add the footnote below stating that, notwithstanding the total of TIF-Funded Improvements, the assistance to be provided by the City is limited to [describe City assistance limit in Agreement, or refer to a Section number]. It can be useful to list all potential eligible costs on Exhibit C, even if in an aggregate amount greater than the City assistance, because it can produce a clear basis of authority for DOH to pay eligible costs up to the maximum assistance amount even if some of the specific line item amounts are lower than expected.]

* 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 less er of [\$____ or ____%] of the Project Budget.

(Sub)Exhibit "D".
(To Imani Village Phase 1 Redevelopment Agreement)

Prior Obligations.

Prior Obligation	Amount
RDA -- A Finkl & Son	\$18.5 Million
RDA -- Montclare Senior	\$2.4 Million
IGA -- Chicago Vocational BAS	\$238,000
IGA -- Owens Park Playground	\$300,000
IGA -- Burnside Park Improvements and Water Feature	\$800,000

(Sub)Exhibit "G".
(To Imani Village Phase 1 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 "H-1".
(To Imani Village Phase 1 Redevelopment Agreement)

Project Budget.

Uses	Amount
Land Acquisition	\$ 25,001

Uses	Amount
Hard Costs	
Construction	\$ 26,020,285
Construction Contingency	1,294,014
Total Hard Costs:	\$ 27,314,299
Commercial Costs	
Construction	\$ --
Com Contingency	--
Com Other	--
Total Commercial Costs:	\$ --
Soft Costs	--
Architect	\$ 550,000
Engineering	--
Loan Origination	141,251
Legal	330,000
Marketing	130,000
Construction Loan Interest	684,761
Environmental Reports	35,000
Reserves	564,333
Tax Credit Issuer Fees	98,925
Bond Issuance Costs	--
Developer Fee	1,765,921

Uses	Amount
Other soft costs	\$ 444,850
Total Soft Costs:	\$ 4,745,041
Total Development Costs:	\$ 32,084,341

(Sub)Exhibit "H-2".
 (To Imani Village Phase 1 Redevelopment Agreement)

MBE/WBE Budget.

Project Hard Costs	\$26,020,285
Project Soft Costs (Arch., Eng., soil testing)	\$550,000
Project MBE/WBE Total Budget:	\$26,570,285
Project MBE Total at 26 percent	\$6,908,274
Project WBE Total at 6 percent	\$1,594,217

(Sub)Exhibit "I".
 (To Imani Village Phase 1 Redevelopment Agreement)

Approved Prior Expenditures.

To Be Completed By City And Developer.

Prior Expenditure	Amount

(Sub)Exhibit "J".
(To Imani Village Phase I Redevelopment Agreement)

Opinion Of Developer's Counsel.

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

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

Attention: Corporation Counsel

Ladies and Gentlemen:

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

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

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

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

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

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and

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

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

Based on the foregoing, it is our opinion that:

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

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

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

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

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge after

diligent inquiry, except as set forth on (Sub)Exhibit A, there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

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

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

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

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

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

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

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

[Note: include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

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

Very truly yours,

By: _____

Name: _____

[(Sub)Exhibit "A" referred to in this Opinion of Developer's Counsel intentionally omitted.]

(Sub)Exhibit "L".
(To Imani Village Phase 1 Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of _____, a
_____ (the "Developer"), hereby certifies that with respect to that certain
_____ Redevelopment Agreement between Developer and the City of Chicago
dated _____, ____ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$_____, have been made:

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

\$_____

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

\$_____

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

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

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

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

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

[Developer]

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____.

My commission expires: _____

Agreed and accepted:

Name: _____

Title: _____

City of Chicago
Department of Planning
and Development

(Sub)Exhibit "N".
(To Imani Village Phase 1 Redevelopment Agreement)

Form Of Subordination Agreement.

[Sample -- Update Based On Specific Project]

Subordination Agreement.

This Subordination Agreement ("Agreement") is made and entered into as of the day of _____, _____ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

Witnesseth:

Whereas, [Describe Project -- use language from Recitals of Redevelopment agreement] the _____ an Illinois [limited liability company] (the "Developer"), has purchased certain property located within the _____ Redevelopment Project Area at _____, Chicago, Illinois _____ and legally described on the exhibit hereto (the "Property"), in order to _____ located on the Property through the following activities: _____ (the "Project"); and

Whereas, [describe financing and security documents -- leave blanks as necessary if you do not have financing documents -- see example below] as part of obtaining financing for the Project, Developer and American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated November 19, 1996 and known as Trust Number 122332-01 (the "Land Trustee") (Developer and the Land Trustee collectively referred to herein as the "Borrower"), have entered into a certain Construction Loan Agreement dated as of December 29, 1997 with the Lender pursuant to which the Lender has agreed to make a loan to the Borrower in an amount not to exceed \$44,000,000 (the "Loan"), which Loan is evidenced by a Mortgage Note and executed by the Borrower in favor of the Lender (the "Note"), and the repayment of the Loan is secured by, among other things, certain liens and encumbrances on the Property and other property of the Borrower pursuant to the following: (i) Mortgage dated December 29, 1997 and recorded January 2, 1998 as Document Number 98001840 made by the Borrower to the Lender; and (ii) Assignment of Leases and Rents recorded January 2, 1998 as Document Number 98001841 made by the Borrower to the Lender (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections [8.02, 8.06 and 8.19] [Note: Refer to Section 7.02 of the Agreement to confirm which covenants to list] of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof, subject, among other things, to (a) the execution by Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances; and

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of Developer's default in connection therewith. Under no circumstances shall Developer or any third party be entitled to rely upon the agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law: Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attention: Commissioner

If To Developer:

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:

Attention: _____

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given: (i) if delivered personally or otherwise actually received, (ii) if sent by overnight delivery service, (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: _____

Its: _____

City of Chicago

By: _____

Its: _____ Commissioner,
Department of Planning
and Development

Acknowledged and Agreed to this _____ day of _____, _____

[Developer], a _____

By: _____

Its: _____

[Exhibit referred to in this Subordination Agreement
unavailable at time of printing.]

State of Illinois)
) SS.
County of Cook)

I, the undersigned, a notary public in and for the County and State aforesaid, Do Hereby Certify That _____, personally known to me to be the _____ Commissioner of the Department of Planning and Development of the City of Chicago, Illinois (the "City") and personally known to me to be the same person whose name is

subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Commissioner, (s)he signed and delivered the said instrument pursuant to authority, as his/her free and voluntary act, and as the free and voluntary act and deed of said City, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires _____

(Seal)

State of Illinois)
) SS.
County of Cook)

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

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

Notary Public

My Commission Expires _____

(Seal)

(Sub)Exhibit "P".
(To Imani Village Phase 1 Redevelopment Agreement)

Investor Letter.

_____, 20____.

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attention: Commissioner

Re: \$[_____] City of Chicago, Illinois Tax Increment Allocation Revenue Note
([_____] Redevelopment Project) [Taxable] Series [_____] issued to
[_____]

Ladies and Gentlemen:

The undersigned (the "Investor") is the acquirer of the above-described note (the "Note"). The undersigned acknowledges that the Note was issued by the City of Chicago (the "City") for the purpose of paying the costs of certain eligible redevelopment project costs incurred by [_____] (the "Developer") which were incurred in connection with the development of an approximately [_____] square foot [_____] (the "Project") in the [_____] Redevelopment Project Area (the "Redevelopment Area") in the City of Chicago.

The undersigned acknowledges that the Note was issued pursuant to an ordinance adopted by the City Council of the City on _____, 20____ (the "Project Ordinance") and the [_____] Redevelopment Agreement dated as of _____, 20____ and recorded on _____, 20____ as Document Number _____ in the Office of the Cook County Recorder of Deeds (the "Agreement") by and between the City and the Developer.

In connection with the acquisition of the Note by the Investor, the Investor hereby makes the following representations upon which the City may rely:

1. The Investor is a [_____] duly formed, validly existing and in good standing under the laws of the State of [_____] and has authority to acquire the Note and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the acquisition of the Note.

[2. The Investor is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of the Securities and Exchange Commission (the "Commission") promulgated under the Securities Act of 1933, as amended (the "Securities Act") or a "qualified institutional buyer" within the meaning of Rule 144A of the Commission promulgated under the Securities Act.¹]

¹ If the Investor is a broker or dealer and is purchasing the Note with a view toward any distribution, sale or resale of the Note or any beneficial interest therein, replace paragraph 2 with the following:

[2. The Investor is a “dealer” meeting the requirements of Rule 144A(a)(1)(ii) or (iii) of the Commission promulgated under the Securities Act.]

3. The Investor has sufficient knowledge and experience in financial and business matters, including the acquisition and ownership of notes issued by municipalities, to be able to evaluate the merits and risks of its investment in the Note, and the Investor is able to bear any economic risk associated with its investment in the Note.

[4. The Investor is acquiring the Note for its own account and not with a view toward any distribution, sale or resale of the Note. The Investor intends to hold the Note for an indefinite period of time. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale of the Note prior to maturity may not be possible.²]

² If the Investor is a broker or dealer and is purchasing the Note with a view toward any distribution, sale or resale of the Note or any beneficial interest therein, replace paragraph 4 with the following:

[4. The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein except to persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A(a)(1) of the Commission promulgated under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement.]

¹ If the Investor is a “dealer” meeting the requirements of Section 144A(a)(1) (ii), replace paragraph 4 with the following:

4. The Investor (i) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer and sell the Note or any beneficial interest therein, except to persons who it reasonably believes are “qualified institutional buyers” within the meaning of Rule 144A(a)(1) under the Securities Act; (ii) has not solicited offers for, or offered or sold, and will not solicit offers for, or offer or sell Notes by, any form of general solicitation or general advertising or in any manner involving a public offering; and (iii) shall inform each prospective purchaser of the Note or any beneficial interest therein of the restrictions on resale of the Note or beneficial interests therein under the Agreement]

5. The Investor understands that the Note is not registered under the Securities Act and that such registration is not legally required as of the date hereof; and the Investor further understands that the Note (a) is not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service, and (d) will be delivered in a form which is not to be readily marketable.

6. The Investor understands that (a) the Note is a limited obligation of the City, payable solely from moneys on deposit in the [] Account (as defined in the Project Ordinance); (b) the Note does not constitute an indebtedness of the City within the meaning of any constitutional or statutory provision or limitation; (c) no holder of the Note will have the right to compel the exercise of any taxing power of the City for payment of the principal of, or interest premium, if any, on the Note; and (d) the Note does 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.

7. The Investor has read and considered the risk factors set forth in "Noteholder Risks" attached hereto.

8. The Investor has not relied upon the City for any information in connection with its acquisition of the Note. The Investor has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Developer, the Project and the Note. The Investor is in possession of all the information and material necessary to evaluate the merits and risks of the acquisition of the Note.

9. The Investor has been furnished with and has examined the Agreement and other documents, certificates and the legal opinions delivered in connection with the issuance of the Note. The Investor acknowledges that neither the City nor the Developer has prepared an offering document with respect to the Note. The Investor has made its own inquiry and analysis with respect to the Note and material factors affecting the payment of the Note.

10. The Investor acknowledges that with respect to the Notes, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, any holder of the Note or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

11. The Investor understands that the City, the Developer, their respective counsel and Bond Counsel will rely upon the accuracy and truthfulness of the representations and warranties contained herein and hereby consents to such reliance.

Very truly yours,

[]

a []

By: _____

Name: _____

Title: _____

[Note: Use applicable definition: (Available Increment Taxes v. Incremental Taxes)]

Noteholder Risks.

The purchase of or investment in the Note involves certain risks. Each prospective holder or purchaser of the Note, or any interest therein, should make an independent evaluation of the financial and business risks associated with holding or having an investment interest in the Note. Certain of these risks are set forth below. The following summary is not intended to be complete and does not purport to identify all possible risks that should be considered by prospective holders of the Note or any interests therein. Capitalized terms used herein have the meanings set forth in the Note.

All prospective holders of the Note are urged to consult with their financial adviser and legal counsel before acquiring the Note or any interest therein.

Loss Of Investment.

Investment in the Note involves a high degree of risk. It is suitable only for persons who are able to bear the economic risks of the investment, including total loss. No assurance can be provided that prospective holders of the Note will not lose their entire investment in the Note.

Lack Of Liquidity.

The Note is suitable only for persons who have no need for liquidity. The transferability of the Note is restricted. The Note may only be transferred in the manner and subject to the limitations provided in the Redevelopment Agreement. Investors in the Note must be prepared to hold the Note until the maturity of the Note.

Reliance On Projections.

The City does not endorse projections of any kind from any source as to the sufficiency of available incremental taxes to pay principal and interest on the Note. Investors who rely on any such projections do so at their own risk.

The City's Office of Budget and Management ("OBM") produces five-year District Projection Reports for each TIF district in the City for the purpose of evaluating resources and project balances. This information, which is currently publicly available, is used by the OBM to determine how much funding has been committed and how much funding is available for potential projects. The reports and the projections including therein are not audited and do not represent a final accounting of funds. The reports are not prepared for investors or as a basis for making investment decisions with respect to any notes, bonds or other debt obligations of the City that are payable from available incremental taxes, including

the Note. Prospective investors in Note are cautioned not to rely on any of the information contained in the District Projection Reports.

Limited Obligations.

The Note Is A Special Limited Obligation Of The City Payable Solely From The Available Incremental Taxes, And Shall Be A Valid Claim Only Against Said Sources. The Note Does Not Constitute An Indebtedness Or A Loan Against The General Taxing Powers Or Credit Of The City, Within The Meaning Of Any Constitutional Or Statutory Provision. The Noteholder Has No Right To Compel Any Exercise Of The Taxing Power Of The City, The State Of Illinois Or Any Political Subdivision Thereof To Pay The Principal Or Interest Of The Note.

There can be no assurance that Available Incremental Taxes will be sufficient for payment of amounts due and owing on the Note.

Limited Information.

The Note was issued to the Developer under the Redevelopment Agreement as part of a commercial transaction negotiated by the Developer and the City. [The Developer] engaged a [consultant] to deliver a [feasibility report] [projection report] to the City in connection with the Project, which included certain information about the Project Area, the Project and historical and projected Available Incremental Taxes.] The report contained information as of its date only, and neither the Developer nor any other party have any obligation to update the report as of any subsequent date.

The City is under no continuing obligation to provide to any holder or prospective holder of the Note, or to post to EMMA or any website, any current or updated information with respect to the Project Area, the Project, the historical and projected Available Incremental Taxes or the Note. The City does not prepare or have readily available any current or updated information about the Project Area, the Project or the Available Incremental Taxes.

Unavailability Of City Funds.

The City is not obligated to pay principal of or interest on the Note in any year in which there are inadequate Available Incremental Taxes. The City is obligated to pay the amount of any unpaid principal or accrued interest in any subsequent year but only to the extent of the Available Incremental Taxes for those subsequent years. If, on the maturity date of the Note, any outstanding unpaid principal or interest on the Note exists for any reason, including without limitation the inadequacy of Available Incremental Taxes, such outstanding principal and/or interest will be forgiven in full and the City will have no further obligation to pay such outstanding amount. In such event, there would be no further payments of principal or interest in respect of the Note.

Risk Of Failure To Maintain Levels Of Assessed Valuation.

There can be no assurance that the equalized assessed value of the Project property will remain the same throughout the term of the Note. Furthermore, the successful petition or application of any owner for the reduction of the assessed value of the Project property may cause the equalized assessed value of the Project Area to be less than the originally projected equalized assessed value of the property. If any time during the term of the Note the actual equalized assessed value is less than what was projected, the generation of Available Incremental Taxes for payment on the Note is likely to be significantly impaired.

Risk Of Change In Available Incremental Taxes.

Prospective holders of the Note should carefully consider, among other factors, the risks associated with the ultimate generation of Available Incremental Taxes in the Project Area. These risks include, but are not limited to, the following:

1. Property tax rates are calculated by the County Clerk for numerous funds of a number of taxing districts that tax all or part of the property in the Project Area. A reduction in the tax levies by the affected taxing districts may have an adverse effect on the Available Incremental Taxes.
2. Further changes may be made in the real property tax system by the State of Illinois or Cook County. Such changes could include various property tax rollbacks, abatements, exemptions, changes in the ratio of assessment, or relief measures, limitations on the amount or percent of increase in tax levies by taxing districts, or other measures that would limit the tax levy amount that could be extended to the property within the Project Area and, consequently, the projected Available Incremental Taxes generated. For example, if Illinois adopted practices used in other states, the property tax system could be changed so that schools would be financed from a source other than property taxes. This type of change could have a significant adverse effect upon Available Incremental Taxes.
3. Cook County's methodology and procedures used to assess the value of property may be altered resulting in a potentially reduced or altered valuation in a particular year or succession of years.
4. Failure by Cook County to remit property taxes to the City on a timely basis could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Future Legislation, Regulations, Governmental Or Judicial Interpretation Of Regulations Or Legislation Or Practices And Procedures Related To Property Tax Assessment, Levy, Collections Or Distribution Could Have A Material Effect On The Calculation Or Availability Of Available Incremental Taxes Collected Or Distributed.

Changes In Multiplier And Tax Rate.

The equalization factor annually determined by the Illinois Department of Revenue for properties located within Cook County (commonly referred to as the "multiplier") may vary substantially in future years. A decrease in the multiplier would reduce the equalized assessed value of the taxable real property in the Project Area and, therefore, the Available Incremental Taxes available to pay debt service on the Note. The future tax rates of the units of local government levying taxes in the Project Area either individually or on a composite basis, may differ from their historical levels. Any decrease in the composite tax rate of the governmental units would decrease the amount of Available Incremental Taxes available to pay debt service on the Note. Any decrease in the composite tax rate of the governmental units could occur in future years as a result of various factors, including, but not limited to, one or more of the following: (a) reduced governmental costs; (b) constitutional or statutory spending or tax rate limitations; or (c) governmental reorganization or consolidation.

Economic Risks Affecting Available Incremental Taxes.

Changing economic circumstances or events in the Project Area may result in reductions in Available Incremental Taxes available to pay debt service on the Note. Relocations of major property owners to sites outside the Project Area or sales of major properties to tax-exempt entities could reduce the assessed valuation of the Project Area. Substantial damage to or destruction of improvements within the Project Area could cause a material decline in assessed valuation and impair the ability of the taxpayers in the Project Area to pay their respective portions of real estate taxes. There can be no assurance that the improvements in the Project Area are or will be insured under fire and extended coverage insurance policies, and, even if such insurance exists, the proceeds thereof will not be assigned as security for the payment of real estate taxes or to secure payment of the Note. In addition, any insurance proceeds may not be sufficient to repair or rebuild the improvements. The restoration of the improvements may be delayed by other factors, or the terms of then-applicable mortgage financing could require the application of insurance proceeds to the reduction of mortgage balances. Any of the foregoing circumstances could result in the assessed valuation of property in the Project Area remaining depressed for an unknown period of time and decrease the amount of Available Incremental Taxes available to pay debt service on The Note.

Results of operation of properties within the Project Area depend, in part, on sales, leases, rental rates and occupancy levels, which may be adversely affected by competition, suitability of the properties located in the Project Area in its local market, local unemployment, availability of transportation, neighborhood changes, crime levels in the Project Area, vandalism, rising operating costs and similar factors. Poor operating results of properties within the Project Area may cause delinquencies in the payment of real estate taxes, reduce assessed valuations and increase the risk of foreclosures. Successful petitions by taxpayers to reduce their assessed valuations could adversely affect available incremental Taxes available for payment of the Note.

Failure To Sell Or Lease Property.

At the time the Note was issued, the redevelopment plan called for the Developer [to sell/lease to commercial or industrial enterprises/retailers] prior to completion of the Project. The slowdown, stoppage or failure of the Developer to complete the Project and to successfully sell/lease the Project could delay or reduce the amount of Available Incremental Taxes generated in the Project Area. Such delay or reduction could lead to a default in payments of the principal of, and interest on, the Note.

Reliance On Primary Taxpayers.

If one or only a few property owners within the Project Area are responsible for generating a substantial amount of the Available Incremental Taxes, the generation of Available Incremental Taxes could be significantly adversely affected if such owner or owners and/or their tenants discontinue or curtail their businesses, terminate or default on their leases and substitutes or replacements cannot be found or located on a timely basis.

Force Majeure Conditions.

Riots, civil disturbances, vandalism, fires, and natural disasters or other "Acts of God" affecting the conditions and viability of the Project Area may reduce or eliminate the receipt of Available Incremental Property.

Contiguous Project Areas.

The Project Area is contiguous with other redevelopment areas designated by the City pursuant to the TIF Act and may become contiguous with others. The TIF Act allows the City to expend incremental taxes collected from the Project Area which are in excess of the amounts required in each year to pay and secure obligations issued and project costs incurred with respect to the Project Area to pay for costs eligible for payment under the TIF Act which are incurred in such contiguous areas. In the event Incremental Taxes from the Project Area in excess of Available Incremental Taxes and the amounts required to (i) pay principal and interest coming due on the Note in any year and (ii) be deposited in other funds and accounts maintained under the Redevelopment Agreement are allocated to a contiguous project redevelopment area, such excess incremental taxes will not be available to remedy any future failure to pay principal of and interest on the Note.

Risk Of Delay In Payment Of Available Incremental Taxes.

The failure of current or future owners of property in the Project Area to remit property taxes to the City when due or the failure of the City to timely remit Available Incremental

Taxes to the Noteholder could result in insufficient Available Incremental Taxes being available to pay principal of or interest on the Note when due.

Delays In Exercising Remedies.

The enforceability of the Note is subject to applicable bankruptcy laws, equitable principles affecting the enforcement of creditors' rights generally and of liens securing such rights, and the police powers of the State of Illinois and its political subdivisions. Because of delays inherent in obtaining judicial remedies, it should not be assumed that these remedies could be accomplished rapidly.

Remedies available to holder of the Note may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Note, or to preserve the tax-exempt status of The Note. The Note is not subject to acceleration due to payment default. Lack of remedies may entail risks of delay, limitation, or modification of the rights of the holders of the Note. Judicial remedies, such as foreclosure and enforcement of covenants, are subject to exercise of judicial discretion.

Risk Of Transferee Becoming A Debtor In Bankruptcy.

If a transferee of the Note were to become a debtor under the United States Bankruptcy Code or applicable state laws, a creditor or trustee in bankruptcy of the transferee might argue that the sale of the Note by the transferee constituted a fraudulent conveyance or a pledge of the Note rather than a sale. If such positions were accepted by a court, then delays in principal and interest payments to holder of the Note could occur or reductions in the amounts of such payments could result. Additionally, if the transfer of the Note is recharacterized as a pledge, then a tax lien, governmental lien or other lien created by operation of law on the property of the transferee could have priority over the holder's interest in the Note.

Loss Of Tax Exemption.

Interest on the Note could become includible in gross income for federal income tax purposes retroactive to the date of issuance of the Note as a result of a failure of the City to comply with certain provisions of the Internal Revenue Code of 1986, as amended (the "Code"). An event of taxability does not trigger a mandatory redemption of the Note, and the Note will remain outstanding to maturity or until redeemed.

The Above Is Not Intended To Be A Comprehensive Discussion Of All Potential Risks Associated With The Note.

(Sub)Exhibit "Q".
(To Imani Village Phase 1 Redevelopment Agreement)

HUD Rider to Restrictive Covenants.

This Rider to Restrictive Covenants is made as of June __, 2023, by Imani Senior Village Phase 1, LLC, an Illinois limited liability company (the "Owner"); Trinity 95th & Cottage Grove Planned Community Development Series, LLC, an Illinois limited liability company ("Trinity" and together with Owner, the "Developer"), and Trinity GL, LLC, an Illinois limited liability company ("Ground Lessor") and the City of Chicago, an Illinois municipal corporation, acting through its Department of Planning and Development ("Agency").

Whereas, Developer has obtained financing from Merchants Bank of Indiana, an Indiana _____ ("Lender") for the benefit of the project known as Imani Village Phase 1 ("Project"), which loan is secured by a Multifamily Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of September ____, 2023 and recorded in the land title records of the Recorder's Office of Cook County, Illinois ("Records") on _____, 2023 as Document Number _____, and is insured by the United States Department of Housing and Urban Development ("HUD");

Whereas, Developer has received a grant of tax-increment funds from the Agency pursuant to the Imani Village Phase 1 Redevelopment Agreement dated as of September ____, 2023 (the "Redevelopment Agreement") by and among the Borrower, Owner, Ground Lessor and the Agency, which Agency is requiring certain restrictions be recorded against the Project; and

Whereas, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of restrictive covenants set forth in the Redevelopment Agreement which run with the land (the "Restrictive Covenants") be subordinated to the lien, covenants and enforcement of the Security Instrument; and

Whereas, The Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider.

Now, Therefore, In consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

"HUD" means the United States Department of Housing and Urban Development.

“HUD Regulatory Agreement” means the Regulatory Agreement between Developer and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

“Lender” means Bellwether Enterprise Real Estate Capital, LLC, its successors and assigns.

“Mortgage Loan” means the mortgage loan made by Lender to the Developer pursuant to the Mortgage Loan Documents with respect to the Project.

“Mortgage Loan Documents” means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

“National Housing Act” means the National Housing Act of 1934, as amended.

“Program Obligations” has the meaning set forth in the Security Instrument.

“Residual Receipts” has the meaning specified in the HUD Regulatory Agreement.

“Security Instrument” means the mortgage or deed of trust from Developer in favor of Lender, as the same may be supplemented, amended or modified.

“Surplus Cash” has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including, without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the “HUD Requirements”). Developer and Ground Lessor each covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency’s ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Developer and Ground Lessor each represents and warrants that to the best of Developer’s and Ground Lessor’s knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Developer and Ground Lessor and the Agency each acknowledge that Ground Lessor's or Developer's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except the Agency's reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Developer is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Developer is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Developer is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Developer and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Developer and Ground Lessor to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Developer's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Developer.

Developer:

Imani Senior Village Phase 1, LLC, an Illinois limited liability company

By: Imani Senior Village Phase 1 MM, LLC, an Illinois limited liability company

Its: Manager

By: SPM Properties & Development, LLC, an Illinois limited liability company

Its: A Manager

By: _____

Name: Philip I. Mappa, Managing Member

By: NIA1 LLC, an Illinois limited liability company

Its: A Manager

By: Trinity 95th & Cottage Grove Planned Community Development Series LLC,
an Illinois limited liability company

Its: Sole Member

By: _____

Name: Patricia J. Eggleston

Its: Executive Vice President

Ground Lessor:

Trinity GL, an Illinois limited liability company

By: Trinity 95th & Cottage Grove Planned Community Development Series,
an Illinois limited liability company

Its: Sole Member

By: _____

Name: Patricia J. Eggleston

Title: Executive Vice President

Agency:

City of Chicago, an Illinois municipal
Corporation, acting through its
Department of Housing

By: _____

Name: James R. Horan

Title: Acting Commissioner of Housing

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR
IMPROVEMENTS AT JOHN MC CUTCHEON ELEMENTARY SCHOOL,
4865 N. SHERIDAN RD. AND 4850 N. KENMORE AVE.

[O2023-0004449]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the authority to enter into and execute an intergovernmental agreement with the Chicago Board of Education for the provision of Tax Increment Financing (TIF) funds for roof replacement, targeted masonry repairs and interior finishes for the main, addition and branch buildings at John McCutcheon Elementary School, located at 4865 North Sheridan Road and 4850 North Kenmore Avenue, located in the 46th Ward (O2023-0004449), in the amount of \$3,400,000, 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 vote of the members of the committee present, with no dissenting votes on October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Board of Education of the City of Chicago (the "Board") is a body politic and corporate, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois, 105 ILCS 5/1-1, et seq.; and

WHEREAS, Pursuant to the provisions of an act to authorize the creation of public building commissions and to define their rights, powers and duties under the Public Building Commission Act (50 ILCS 20/1, et seq.), the City Council of the City (the "City Council") created the Public Building Commission of Chicago to facilitate the acquisition and construction of public buildings and facilities; and

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

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

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

WHEREAS, The Board operates a school identified in Exhibit A (the "School") located at the Property identified in Exhibit A (the "Property"); and

WHEREAS, The Board desires to undertake certain improvements at the School as described in Exhibit A (the "Project"); and

WHEREAS, In accordance with the provisions of the Act, the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Redevelopment Area, pursuant to ordinances (collectively, the "TIF Ordinances") adopted on the date (or dates, if subsequently amended) and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") for such date(s), identified on Exhibit A; and

WHEREAS, All of the Property lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, Increment collected from the Redevelopment Area shall be known as the "Redevelopment Area Increment"; and

WHEREAS, The Department of Planning and Development of the City desires to use a portion of the Redevelopment Area Increment in an amount not to exceed the amount identified in Exhibit A for the purpose of wholly or partially funding certain costs of the Project (the "TIF-Funded Improvements") to the extent and in the manner provided in this ordinance and the Agreement (as hereinafter defined); and

WHEREAS, A detailed budget for the Project (the "Project Budget") and an itemized list of the TIF-Funded Improvements are each incorporated into Exhibit A; and

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

WHEREAS, In accordance with the Act, the TIF-Funded Improvements are and shall be such of the Board's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City hereby finds that the TIF-Funded Improvements consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 21, 2021, and published in the *Journal* for such date at pages 29530 through 29549, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Jacob Beidler Elementary School (the "Form Agreement"); and

WHEREAS, The City and the Board wish to enter into an intergovernmental agreement in substantially similar form to the Form Agreement, substituting the Project-specific terms with the information contained in Exhibit A, whereby the City shall pay for or reimburse the Board for the TIF-Funded Improvements related to the Project (the "Agreement"); now, therefore,

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

SECTION 1. The above recitals, and the statements of fact and findings made therein, are incorporated herein and made a material part of this ordinance.

SECTION 2. The City hereby finds that the TIF-Funded Improvements, among other eligible redevelopment project costs under the Act approved by the City, consist of the cost of the Board's capital improvements for the Project that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-03(u) of the Act.

SECTION 3. The Commissioner of Planning and Development and a designee are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver the Agreement and such other documents as may be necessary to carry out and comply with the provisions of the Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Agreement on behalf of the City.

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

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

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

Exhibit "A".

1. School:

John T. McCutcheon Elementary School.

2. Property:

a. Common Address:

4865 North Sheridan Road
Chicago, Illinois 60640 (Main and addition);

4850 North Kenmore Avenue
Chicago, Illinois 60640 (Branch).

b. Permanent Index Numbers ("PINs"):

4865 North Sheridan Road: 14-08-413-035, 14-08-417-001, 14-08-417-002,
14-08-417-003, 14-08-417-022, 14-08-417-023, 11-08-417-024, 14-08-417-025;

4850 North Kenmore Avenue: 14-08-415-037.

3. Project:

Full roof replacement, targeted masonry repairs and interior finishes due to water infiltration at the main, addition and branch buildings.

4. Amount of Redevelopment Area Increment:

Not to exceed \$3,400,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 560,000	
Construction	4,452,000	
Environmental	280,000	
Project Implementation	308,000	
Total:	\$5,600,000	\$3,400,000

Sources	TIF Request
Chicago Public Schools or Other Sources	\$2,200,000
Lawrence/Broadway TIF	3,400,000
Total:	\$5,600,000

6. TIF-Funded Improvements:

Full roof replacement, targeted masonry repairs and interior finishes due to water infiltration at the main, addition and branch buildings.

7. Redevelopment Area:

Lawrence/Broadway.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on June 27, 2001, the City Council: (i) approved redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area.

9. Modifications To Form Agreement For This Project:

- a. Add to the end of Subsection 2 of Article Three, the following language: "Notwithstanding anything to the contrary in this Article Three, Subsection 2 or elsewhere in this Agreement, the Board's funding obligations under this Agreement are contingent on the securing of available funding either through Board-approved capital plan(s) or third-party sources and shall not exceed \$2,200,000 without written agreement of the parties. The Board shall have no obligation to utilize Board funds to fund any obligations hereunder other than as set forth in the preceding sentence."
- b. Add to the end of the "TIF-Funded improvements" section of Exhibit A, the following language: "The Board's Project funding and other obligations hereunder shall not exceed the limits of and are subject to the contingencies set forth in Article Three, Subsection 2 of the Agreement."

AMENDMENT OF AGREEMENT WITH ENGLEWOOD CONNECT LLC FOR
DEVELOPMENT OF ENGLEWOOD SQUARE (PHASE 1A) PROJECT AT
6205 S. PEORIA DR.

[O2023-0004444]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 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 redevelopment agreement with Englewood Connect LLC for development of the Englewood Square (Phase 1A) project, located at 6205 South Peoria Drive in the 16th Ward (O2023-0004444), 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 October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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; and

WHEREAS, The City has determined that the continuance of a shortage of certain commercial space and public gathering spaces in certain areas is harmful to the health, prosperity, economic stability and general welfare of the City; and

WHEREAS, To address the above-referenced shortage and allow for the redevelopment of commercial property commonly referred to as Englewood Mall in an area on and near real property commonly known as 6205 South Peoria Drive and formerly known as 6204 and 6215 -- 6217 South Green Street, Chicago, Illinois 60621, an ordinance (the "Original Ordinance") was adopted by the City Council ("City Council") on July 20, 2022 and published at pages 50254 to 50334 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date; and

WHEREAS, Pursuant to the Original Ordinance the City authorized (i) the sale of certain property legally described in Exhibit A to the Original Ordinance (the "Original Property") to Englewood Connect LLC, an Illinois limited liability company (the "Developer");

(ii) development of a multi-phase project including (a) the rehabilitation of an historic firehouse into a commercial kitchen and event space, (b) the development of a public plaza with landscape features and public gathering areas, and (c) construction of an approximately 8,000 square feet for community space featuring local businesses (collectively with (a) and (b) the "Original Project"); (iii) the use of tax increment financing to develop the Original Project, and (iv) execution of a redevelopment agreement which was attached as Exhibit D to the Original Ordinance (the "Original Redevelopment Agreement") with the Developer, all as more fully described in the Original Ordinance; and

WHEREAS, In order to (i) revise the scope of the Original Project and revise the definition of the Project in the Original Redevelopment Agreement, (ii) change and revise the legal description of the Original Property in order to convey a smaller amount of land for the reduced scope of the Original Project, and (iii) otherwise to revise the Original Redevelopment Agreement attached to the Original Ordinance which will be addressed in a revised redevelopment agreement (the "Revised Redevelopment Agreement") attached hereto as Exhibit B; now, therefore,

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

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

SECTION 2. Exhibit A to the Original Ordinance is hereby amended and replaced with Exhibit A attached hereto.

SECTION 3. Exhibit D to the Original Ordinance is hereby amended and replaced with Exhibit B attached hereto.

SECTION 4. The definition of the Project in the Original Ordinance is hereby deleted and any references to the Project shall be as defined in the Revised Redevelopment Agreement attached hereto.

SECTION 5. Except as specifically amended and modified by this ordinance, the Original Ordinance shall remain in full force and effect.

SECTION 6. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective as of the date of its passage and approval.

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

Exhibit "A".
(To Ordinance)

Legal Description.

That part of Lot 3 in Halsted Parkway Resubdivision, being a resubdivision of part of the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded on March 3, 2015 as Document Number 1508916071, more particularly described as follows: commencing at the southeast corner of said Lot 3; thence north 01 degree, 31 minutes, 47 seconds west along and east line of said Lot 3, a distance of 62.85 feet to a point on the south line of South Green Street, said point also being a northeast corner of said Lot 3; thence south 88 degrees, 28 minutes, 13 seconds west along a north line of said Lot 3 and the south line of said South Green Street, 66.00 feet to the point of beginning; thence continuing south 88 degrees, 28 minutes, 13 seconds west along the westerly extension of the last described line, 316.55 feet to a point on a westerly line of said Lot 3; thence along westerly, southerly, northerly and easterly lines of said Lot 3 for the next eight courses; thence northeasterly, 144.06 feet along the arc of a non-tangent arc to the right, having a radius of 211.17 feet and a chord bearing north 28 degrees, 17 minutes, 02 seconds east, 141.29 feet to a point on a non-tangent curve; thence westerly, 22.98 feet along the arc of a non-tangent arc to the right, having a radius of 138.00 feet and a chord bearing north 56 degrees, 17 minutes, 53 seconds west, 22.95 feet to a point of tangency; thence north 51 degrees, 31 minutes, 41 seconds west, 18.78 feet; thence north 38 degrees, 28 minutes, 19 seconds east, 20.00 feet; thence south 51 degrees, 31 minutes, 41 seconds east, 18.78 feet to a point of curvature; thence southeasterly, 82.36 feet along the arc of a tangent arc to the left, having a radius of 118.00 feet and a chord bearing south 71 degrees, 31 minutes, 21 seconds east, 80.69 feet to a point of tangency; thence north 88 degrees, 29 minutes, 00 seconds east, 176.38 feet; thence south 01 degree, 31 minutes, 47 seconds east, 123.50 feet to the point of beginning, in Cook County, Illinois.

Common Address:

6205 South Peoria Drive
Chicago, Illinois 60621.

Permanent Index Number:

20-17-431-034-0000.

*Exhibit "B".
(To Ordinance)*

Englewood Connect LLC (Phase 1A) Redevelopment Agreement.

ENGLEWOOD CONNECT LLC (Phase 1A) REDEVELOPMENT AGREEMENT

This Englewood Connect LLC (Phase 1A) Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, 2023, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Englewood Connect LLC, an Illinois limited liability company (the "Developer").

RECITALS

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

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

C. **City Council Authority:** To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 29, 1989: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Englewood Mall Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Englewood Mall 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 Englewood Mall Redevelopment Project Area" (the "TIF Adoption Ordinance"). Items (1)-(3) were amended by ordinances adopted on December 17, 2008 and November 13, 2013 and published at pages 51069 through 51124 and 63240 through 63270, respectively, of the Journal of Proceedings of the City Council of the City (the "Amendments"). Items (1)-(3) above, as amended by the Amendments, are collectively referred to herein as the "TIF Ordinances."

D. The Parcel 1A Property and the Project: The City is the owner of the real property legally described on Exhibit A attached hereto (the "Parcel 1A Property"). The Parcel 1A Property is located within the Redevelopment Area at 6205 South Peoria Drive, Chicago, Illinois 60621, and consists of the northern portion of PIN 20-17-431-034, as shown on the site plan attached hereto in Exhibit C. The Developer intends to purchase the Parcel 1A Property (the "Acquisition"), and, within the time frames set forth in Section 3.01 hereof, the Developer shall commence and complete the rehabilitation of the existing historic firehouse into a commercial kitchen and event space (the "Facility"), together with related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit B) shall be 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 Englewood Mall Area T.I.F. Redevelopment Plan and Project (the "Redevelopment Plan") included in the Plan Approval Ordinance, as amended by the Amendments, and published at pages 7030 through 7056 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, Incremental Taxes (as defined below), to pay for or reimburse the 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 in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement 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 *Legal Description of the Parcel 1A Property
2. Definitions	B *Project Budgets (Project Budget, MBE/WBE Budget and TIF-Funded Improvements)
3. The Project	C Site Plan
4. Financing	D Requisition Form
5. Conditions Precedent	
6. Agreements with Contractors	
7. Completion of Construction or Rehabilitation	
8. Covenants/Representations/Warranties of Developer	
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	
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14. Maintaining Records/Right to Inspect	
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16. Mortgaging of the Project	
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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, and unless otherwise specified, references to Recitals, Sections, Articles and Exhibits are references to Recitals, Sections, Articles and Exhibits of this Agreement:

"Act" is defined in the Recitals.

"Acquisition" is defined in the Recitals.

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

"AIS" is defined in Section 2A.07.

"Annual Compliance Report" means a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided,

that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) 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) Job Readiness Program (Section 8.25); (6) delivery of evidence that Chicago Sustainable Development Policy has been obtained (Section 8.22); and (7) compliance with all other executory provisions of the RDA.

"Available Project Funds" is defined in Section 4.07.

"Bond(s)" is defined in Section 8.05.

"Bond Ordinance" means the City ordinance authorizing the issuance of Bonds.

"Capital Event" is defined in Section 4.09.

"Certificate" means the Certificate of Completion of Construction or Rehabilitation described in Section 7.01.

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

"City Contract" is defined in Section 8.01(l).

"City Council" is defined in the Recitals.

"City Fee" is defined in Section 4.05(c).

"City Funds" means the funds described in Section 4.03(b).

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

"Compliance Period" means a period beginning on the date of issuance of the Certificate and continuing through the 10th anniversary of such date, subject to further extension as follows: (a) if the Developer delivers a first Extension Notice and cures the applicable Event of Default during the one-year period in which the Extension Notice was delivered, the Compliance Period shall be extended by one additional year, and (b) if the Developer delivers a second Extension Notice and cures the applicable Event of Default during the one-year period in which the Extension Notice was delivered, the Compliance Period shall be extended by one additional year, so that the maximum Compliance Period, if clauses (a) through (b) apply, would be the 12th anniversary of the date the Certificate is issued.

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

"Contract" is defined in Section 10.03.

"Contractor" s is defined in Section 10.03.

"Construction Contract" means the construction contract to be entered into between Developer and the General Contractor providing for construction of the Project.

"Corporation Counsel" means the City's Department of Law.

"CSIR/ROR/RAP" is defined in Section 2A.07.

"Deed" is defined in Section 2A.03.

"Developer Parties" means the Developer, its Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and its Affiliates.

"EDS" means 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)" is defined in Section 10.

"Employment Plan" is defined in Section 5.12.

"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.

"Environmental Site" means the Parcel 1A Property, Parcel 1B Property, Parcel 1C Property, and the Parcel 2 Property, as defined in other Recitals.

"Equity" means 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" means the construction escrow established pursuant to the Escrow Agreement.

"Escrow Agreement" means 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" is defined in Section 15.

"Extension Notice" is defined in Section 8.06.

"Facility" is defined in the Recitals.

"Fair Market Value" is defined in Section 2A.01.

"Final NFR Letter" means a final comprehensive "No Further Remediation" letter issued by the IEPA approving the use of the Environmental Site for the construction, development and operation of the Project on the Phase 1A Property in accordance with a site plan approved by the City and the terms and conditions of the SRP Documents, as amended or supplemented from time to time. The City acknowledges and agrees that there is no site plan for the remainder of the Environmental Site. The Final NFR Letter shall state that the Environmental Site meets residential remediation objectives, 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.

"Financial Interest" is defined in Section 2-156-010 of the Municipal Code.

"Financial Statements" means 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" means the general contractor(s) hired by Developer pursuant to Section 6.01.

"Hazardous Building Material Survey" means a survey that identifies the presence and location of hazardous materials in a building including (but not limited to) asbestos, lead-based paint, polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (such as mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive 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 demolition.

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

"Human Rights Ordinance" is defined in Section 10.

"IEPA" means the Illinois Environmental Protection Agency's ("IEPA").

"In Balance" is defined in Section 4.07.

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

"Indemnitee" and "Indemnitees" are defined in Section 13.01.

"Lender Financing" means 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.

"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).

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

"MBE/WBE Budget" means the MBE/WBE Budget attached as Exhibit B, as described in Section 10.03.

"MBE/WBE Program" is defined in Section 10.03.

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

"Net Operating Income" means, with respect to any given year, Project Revenues minus Operating Expenses.

"New Mortgage" is defined in Article 16.

"Non-Governmental Charges" means all non-governmental charges, liens, claims, or encumbrances relating to Developer, the Parcel 1A Property or the Project.

"Operating Covenant" is defined in Section 8.06.

"Operating Expenses" means 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.

"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.

"Parcel 1A Property" is defined in the Recitals.

"Parcel 1A Property Closing Date" means the Closing Date.

"Parcel 1B Property" means the vacated portion of right-of-way, directly to the east of Parcel 1A, as shown on the site plan attached hereto in Exhibit C.

"Parcel 1C Property" means the PINs 20-17-431-001, 20-17-431-002, 20-17-431-003, 20-17-431-004, 20-17-431-005, and 20-17-431-006, as shown on the site plan attached hereto in Exhibit C.

"Parcel 2 Property" means the southern portion of PIN 20-17-431-034, as shown on the site plan attached hereto in Exhibit C.

"Permitted Liens" means (i) mortgages against the Parcel 1A Property and/or the Project recorded on or before the date of this Agreement and securing the Lender Financing, (ii) leases of portions of the Parcel 1A Property entered into after the date hereof in Developer's ordinary course of business, if any, and (iii) those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect.

"Permitted Mortgage" is defined in Article 16.

"Phase I ESA" is defined in Section 2A.07.

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

"Prior Expenditure(s)" is defined in Section 4.05(a).

"Project" is defined in the Recitals.

"Project Activities" shall include, but not be limited to, Remediation Work, Demolition, Site Preparation, Building Construction, all soft costs directly related to new construction or rehabilitation (A&E, construction management, etc.), Construction contingency, as also listed in the MBE/WBE Budgets attached hereto as Exhibit B.

"Project Budget" means the Project Budget attached as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 3.03.

"Project Revenues" means 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.

"Purchase Price" is defined in Section 2A.01.

"RAP Approval Letter" is defined in Section 2A.07.

"Redevelopment Area" is defined in the Recitals.

"Redevelopment Plan" is defined in the Recitals.

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

"Released Claims" is defined in Section 2A.08.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Environmental Site in accordance with the terms and conditions of the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

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

"Return Period" is defined in Section 4.09.

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

"SRP" is defined in Section 2A.07.

"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 Remedial Action Plan, and the Remedial Action Completion Report.

"Survey" means a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Parcel 1A Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days before 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 Parcel 1A 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 Parcel 1A Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" means the Sustainable Development Policy of the City as in effect on the Closing Date.

"Term of the Agreement" means the period of time commencing on the Closing Date and concluding at the end of the Compliance Period.

"TIF Adoption Ordinance" is defined in the Recitals.

"TIF District Administration Fee" means the fee described in Section 4.05(b). "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" means those improvements of the Project which (i) qualify as Redevelopment Project Costs, (ii) are eligible costs under the Redevelopment Plan and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. Exhibit B lists the TIF-Funded Improvements for the Project.

"TIF Ordinances" is defined in the Recitals.

"Title Commitment" is defined in Section 2A.04.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means 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 Parcel 1A Property, and a subordination agreement in favor of the City with respect to previously recorded liens against the Parcel 1A Property related to Lender Financing, if any, issued by the Title Company.

"USTs" is defined in Section 2A.07.

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

SECTION 2A. CONVEYANCE OF PARCEL 1A PROPERTY

The following provisions shall govern the City's conveyance of the PARCEL 1A Property to the Developer:

2A.01 Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Parcel 1A Property, for One Dollar (\$1.00) (the "Purchase Price"), which is to be paid to the City on or before the Parcel 1A Property Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. The Developer shall pay all escrow fees and other title insurance fees, premiums and closing costs. The Developer acknowledges and agrees that (i) the appraised fair market value of the Parcel 1A Property is approximately \$_____ ("Fair Market Value") based on an appraisal dated _____ and (ii) the City has only agreed to sell the Parcel 1A Property to the Developer for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions. The Developer specifically acknowledges and agrees that the purpose of the sale is to facilitate the development of the Project.

2A.02 Performance Deposit. The Developer has deposited with the City the amount of \$41,700 as security for the performance of its obligations under this Agreement ("Security Deposit"), one-half of which (\$20,850) the City will return on the Parcel 1A Property Closing Date and the other half of which the City will retain until the City issues the Certificate. The portion of the Developer's Security Deposit to be returned to Developer on the Parcel 1A Property Closing Date (\$20,850) shall not be included in the additional \$750,000 of City Funds to be disbursed to Developer at the Parcel 1A Property Closing. Upon the Developer's receipt of the Certificate, the Developer shall submit a written request for a return of the remaining \$_____, and the City will return such sum within ninety (90) days of receiving such request.

2A.03 Form of Deed. The City shall convey the Parcel 1A Property to the Developer by quitclaim deed (the "Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the Deed, the following:

- (a) the Redevelopment Plan;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) all general real estate taxes and any special assessments or other taxes;

- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of the Developer or any other Developer Parties.

2A.04 Title and Survey. The Developer shall, no later than thirty (30) days prior to the Parcel 1A Property Closing Date obtain at its expense and deliver to the City a Survey of the Parcel 1A Property and a commitment for an owner's policy of title insurance issued by the Title Company (the "Title Commitment") in an amount not less than the Fair Market Value. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements. The City shall have no obligation to cure title defects; provided, however, the City shall reasonably cooperate (without cost to the City) with Developer's requests to cure title defects that impair the Developer's ability to develop and operate the Project; provided further, however, if there are exceptions for general real estate taxes due or unpaid prior to the Parcel 1A Property Closing Date with respect to the Parcel 1A Property or liens for such unpaid property taxes, the City shall, as applicable, request that the County void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor; or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Parcel 1A Property remains subject to any tax liens, or if the Parcel 1A Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Parcel 1A Property for the development of the Project, the Developer shall, as its sole remedy, have the option to either (i) proceed with the purchase subject to all defects and exceptions, or (ii) terminate its right to purchase under this Section 2A, whereupon such purchase right shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the Parcel 1A Property. If the Developer elects not to terminate its purchase right pursuant to this Section 2A.04, the Developer agrees to accept title subject to all exceptions.

2A.05 Closing. The conveyance of the Parcel 1A Property shall take place on the Parcel 1A Property Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless the Developer has satisfied all conditions precedent set forth in this Section 2A, unless DPD, in its sole discretion, waives such conditions. On or before the Parcel 1A Property Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, water certification or waiver thereof, and an ALTA statement. The City will not provide a gap undertaking. The Developer shall pay to record the Deed and any other documents incident to the conveyance of the Parcel 1A Property to the Developer.

2A.06 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE PARCEL 1A PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL

MATERIAL MATTERS AFFECTING THE PARCEL 1A PROPERTY. THE DEVELOPER AGREES TO ACCEPT THE PARCEL 1A PROPERTY IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PARCEL 1A PROPERTY OR THE SUITABILITY OF THE PARCEL 1A PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM ANY REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE PARCEL 1A PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

2A.07 Environmental Due Diligence and Remediation.

(a) Past City Investigation. The City previously enrolled the Parcel 1A Property and the Parcel 1B Property in the IEPA's Site Remediation Program ("SRP"), and IEPA approved a Comprehensive Site Investigation Report/Remedial Objectives Report/Remedial Action Plan ("CSIR/ROR/RAP") in 2014.

(b) Developer Investigation and Pre-Closing Remediation Work. The Developer obtained, and the City's Department of Assets, Information and Services ("AIS") reviewed, a Phase I Environmental Site Assessment prepared by Environmental Design International Inc., dated July 22, 2021 ("Phase I ESA"), and Phase II ESA Sampling Plan dated September 7, 2021, for the Environmental Site. Previous soil and groundwater testing performed by the City and the Developer have identified contamination on the Parcel 1A Property above residential remediation objectives as determined by 35 Ill. Adm. Code Part 742. The Developer re-enrolled the Parcel 1A Property and the Parcel 1B Property, together with the rest of the land comprising the Environmental Site, into the SRP in February 2022 and the IEPA issued an RAP Approval Letter in May 2023. The Developer and the City entered into an Environmental Remediation and Indemnity Agreement in May 2023, pursuant to which the Developer (i) conducted a Hazardous Building Material Survey of the former firehouse on the Parcel 1A Property and performed asbestos abatement work in July 2023, and (ii) removed an approximately 1,500-gallon fuel oil aboveground storage tank ("AST") from the firehouse basement in June 2023.

(c) Post-Closing Environmental Remediation. The Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter for the Environmental Site using all reasonable means, and prior to beginning any rehabilitation work on the firehouse the Developer shall prepare and submit to AIS for its review and approval an abatement plan to address all findings in the Hazardous Building Material Survey. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's

request) with respect to environmental matters. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final NFR Letter, and any other investigative or cleanup costs associated with the Parcel 1A Property, including, but not limited to, the removal of pre-existing building foundations, soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Section 742.305, demolition debris, and Hazardous Substances. The Developer shall also remove and close any additional USTs or ASTs it discovers on the Parcel 1A Property in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175 (and 35 Ill. Adm. Code Part 734 for leaking USTs). The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy of the Project until the IEPA has issued, the City has approved (which approval shall not be unreasonably withheld), and the Developer has recorded a Final NFR Letter for the Environmental Site with the Cook County Clerk's Office. The Developer covenants and agrees to abide by the terms and conditions of the Final NFR letter.

2A.08 Release and Indemnification. The Developer, on behalf of itself and the Developer Parties, hereby releases, relinquishes and forever discharges the City, its officers, agents and employees, from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Parcel 1A Property Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Parcel 1A 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 Parcel 1A Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Parcel 1A Property or the migration of Hazardous Substances from or to the Parcel 1A 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 Parcel 1A Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall indemnify, defend (through an attorney reasonably acceptable to the City) and hold the City and its officers, agents and employees harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims; provided, however, that the Developer shall have no obligation to an Indemnitee arising from the willful misconduct of that Indemnitee.

2A.09 Release Runs with the Land. The covenant of release in Section 2A.08 above shall run with the Parcel 1A Property and shall be binding upon all successors and assigns of the Developer with respect to the Parcel 1A 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 Parcel 1A Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Parcel 1A Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or any of the Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Parcel 1A Property, neither the Developer nor any of the Developer Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 2A.08 contains a full, complete and final release of all such claims.

2A.10 Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Parcel 1A Property Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor that there has been a change in use and ownership of the Parcel 1A Property. On the Closing Date, Developer shall pay to the Title Company the cost of sending the notification to the Cook County Assessor via certified mail, return receipt requested. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the Corporation Counsel's office.

2A.11 Storm Water. (subject to revision prior to closing)

(a) The City and Thrive Englewood, LLC ("Thrive") are parties to that certain Vault Access Easement Agreement dated March 31, 2023, and recorded as Document No. 2309340213 on April 3, 2023, in the Office of the Cook County Clerk (the "City Vault Agreement"). The City Vault Agreement grants the City, as then-owner of the Parcel 1A Property, the Parcel 1B Property, the Parcel 1C Property, and the Parcel 2 Property, which collectively comprise Lot 3 in Halsted Parkway Resubdivision, a permanent easement to use and have access to the stormwater runoff detention vault and related facilities located on Lot 4 in Halsted Parkway Resubdivision (PIN 20-17-431-035), which the City has conveyed to Thrive. Prior to the Parcel 1A Property Closing Date, the Developer and Thrive shall record a new easement agreement or an amendment to the City Vault Agreement, granting the Developer, as successor to the City's interest in the Phase 1A Property, a similar permanent easement, except that the Developer shall contribute its proportionate share of costs to maintain, repair and replace the vault and related infrastructure. The Developer acknowledges and agrees that stormwater runoff calculations for all properties using the stormwater vault have allotted 36.8% of the stormwater vault capacity to Lot 3 (the "Lot 3 Allotment"), and that 61% of the Lot 3 Allotment is allocated to the Parcel 1A Property, the Parcel 1B Property, and the Parcel 1C Property and 39% of the Lot 3 Allotment is allocated to the Parcel 2 Property. These calculations assume the Parcel 2 Property is 90% impervious. The new or amended easement agreement shall provide that when the Parcel 2 Property is developed, the Parcel 2 Property owner shall contribute its proportionate share of costs to maintain, repair and replace the storm water vault and related infrastructure. In addition, the new or amended easement agreement shall require the Parcel 2 Property owner to recalculate

stormwater runoff volume based on the proposed development, and shall provide for any excess capacity available to the Parcel 1A Property, the Parcel 1B Property, and the Parcel 1C Property to be reallocated to the Parcel 2 Property. The terms of the new or amended easement agreement shall be acceptable to the City, the Developer and Thrive.

(b) The Project includes the installation of a stormwater pipeline from the Parcel 1A Property through the Parcel 2 Property to Lot 4. Prior to the Parcel 1A Property Closing Date, the City, as owner of the Parcel 2 Property, shall grant a permanent easement to the Developer and its successors and assigns to install and maintain a connecting stormwater pipeline in, across and through the Parcel 2 Property.

2A.12 Survival.

This Section 2A shall survive the Parcel 1A Property Closing Date or any termination of this Agreement (regardless of the reason for such termination).

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: (i) start construction no later than one hundred eighty (180) days after the Closing Date; and (ii) complete construction and conduct business operations in the Facility no later than twenty-four (24) 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 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 Budgets. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$11,848,751. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity 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 (either individually or cumulatively); (b) a change in the use of the Project 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 for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within ten (10) business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

3.05 DPD Approval. Any approval granted by DPD of the Scope Drawings, Plans and Specifications and the Change Orders is for the purposes of this Agreement only and does not affect or constitute any approval required by any other City department or pursuant to any City ordinance, code, regulation or any other governmental approval, nor does any approval by DPD pursuant to this Agreement constitute approval of the quality, structural soundness or safety of the Parcel 1A Property or the Project.

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

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written monthly progress reports detailing the status of the Project, including a revised completion date, if necessary (with any change in completion date being considered a Change Order, requiring DPD's written approval pursuant to Section 3.04). Developer shall provide an updated Survey to DPD if requested by DPD or any lender providing Lender Financing, reflecting improvements made to the Parcel 1A 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 to these inspections to DPD, before Developer requests disbursement for costs related to the Project under this Agreement or the Escrow Agreement, if any. If approved by the City, the inspecting agent or architect may be the same one being used in such role by a lender providing Lender Financing, provided that such agent or architect (a) is not also Developer's agent or architect and (b) acknowledges in writing to the City that the City may rely on the findings of such agent or architect.

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 Parcel 1A 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 Parcel 1A 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 Parcel 1A Property to City utility lines existing on or near the perimeter of the Parcel 1A Property, provided Developer first complies with all City requirements governing such connections, including the payment of customary fees and costs related to such connections.

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 estimated total cost of the Project is shown below, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u>)	\$ 1,400,000
Lender Financing	\$ 3,448,751
City Funds(subject to <u>Sections 4.03</u>)	\$ 7,000,000
ESTIMATED TOTAL	\$11,848,751

The payment of City Funds, including the timing of payment, is subject to the terms and conditions of this Agreement, including but not limited to Section 4.03 and Section 5.

4.02 Developer Funds. Equity and/or 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 B 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 in Exhibit B (subject to Sections 4.03(b) and 4.05(b)), contingent upon the City receiving 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 under this Agreement before the Certificate is issued.

(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, the City hereby agrees to provide City funds from the sources and in the amounts described directly below (the "City Funds") to pay for or reimburse Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$7,000,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$7,000,000 or 59.1 % of the actual total Project costs; and provided further, that the City Funds 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:

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

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

The Developer acknowledges and agrees that the City's obligation to pay for TIF-Funded Improvements up to a maximum of \$7,000,000 is contingent upon the fulfillment of the conditions set forth in parts (i) and (ii) above. If such conditions are not fulfilled, the amount of Equity to be contributed by the Developer Parties or Lender Financing to be obtained pursuant to Section 4.01 hereof shall increase proportionately.

(c) City Funds. Subject to the conditions and terms of this Agreement, including but limited to this Section 4.03, Section 4.07 and Section 5 hereof, the City shall disburse the City Funds in two (2) installments as follows:

(i) \$750,000 of the City Funds upon the Closing Date; and

(ii) \$6,250,000 of the City Funds upon the issuance of the Certificate.

4.04 Requisition Form. On the Closing Date and before each October 1 (or such other date as the parties may agree) thereafter, beginning after the Certificate is issued and continuing throughout the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form for reimbursement of TIF-Funded Improvements, along with the documentation described in the Requisition Form. Developer shall not submit a Requisition Form Requisition more than one time per calendar year (or as otherwise permitted by DPD). On each December 1 (or such other date as the parties may agree), beginning after the Certificate is issued and continuing throughout the Term of the Agreement, Developer shall meet with DPD at the request of DPD to discuss any Requisition Form previously delivered.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Effect of Prior Expenditures on Equity or Lender Financing demonstrated before the Closing Date. If Developer incurs and pays Project expenses before the Closing Date and wants these expenses to reduce the amount of Equity or Lender Financing Developer is required to demonstrate before the Closing Date, then Developer shall provide documentation of these expenses satisfactory to DPD. Any such expenses reviewed and approved in writing by DPD, in its sole discretion, shall be referred to as "Prior Expenditures". Prior Expenditures made for TIF-Funded Improvements may be reimbursed to Developer under the terms of this Agreement. 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 Developer is required to contribute under Section 4.01.

(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 to pay costs the City incurred to administer and monitor 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 before any City Funds are paid under this Agreement.

(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 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 of the Parcel 1A Property 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 Parcel 1A 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 Title Company 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 TIF Ordinances, this Agreement and/or the Escrow Agreement, if any.

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 Sale or Transfer. (A) In the event of a refinance, sale or transfer of the Parcel 1A Property ("Capital Event") or any part thereof occurring on or before the fifth anniversary of the issuance of the Certificate (the "Return Period") the Developer agrees to return the amount of the City Funds related to the Project paid to date from the City; provided, however, that the replacement of Lender Financing for construction of the Project by permanent financing of the Project costs, as deemed acceptable by DPD, shall not constitute a Capital Event.

4.10 Annual Recapture. From the earlier of the 5th anniversary of the issuance of the Certificate until the end of the Compliance Period, the City will be entitled to receive, on a pari-passu basis, 50% of the net annual cash flow in excess of an internal rate of return on equity of 15%, generated from the operations and/or sale of the Project. Developer shall also cause this provision to be incorporated into its agreements with its equity investors.

SECTION 5. CONDITIONS PRECEDENT

Developer has complied with the following conditions to the City's satisfaction on or before the Closing Date:

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

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

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 to complete the Project and satisfy its obligations under this Agreement. If such funds include Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds of the Lender Financing (a) are available for Developer to draw upon as needed and (b) are sufficient, along with the Equity and/or other sources set forth in Section 4.01 to complete the Project. Developer has delivered to DPD a copy of the Escrow Agreement. Any liens against the Parcel 1A Property existing at the Closing Date have been subordinated to certain encumbrances of the City set forth in this Agreement pursuant to a subordination agreement, in a form acceptable to the City, executed on or before the Closing Date, which is to be recorded, at the expense of Developer, with the Cook County Clerk's Office.

5.05 Acquisition and Title. On the Closing Date, Developer has furnished the City with a copy of the Title Policy for the Parcel 1A 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 that are Permitted Liens and evidences the recording of this Agreement

pursuant to the provisions of Section 8.18. 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 before the Closing Date, documentation related to the purchase of the Parcel 1A Property and certified copies of all easements and encumbrances of record with respect to the Parcel 1A Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements to the Title Policy.

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name and Developer's trade names showing no liens against Developer, the Parcel 1A Property or any fixtures now or hereafter affixed to the Parcel 1A Property, except for the Permitted Liens:

Jurisdiction	Searches
Secretary of State	UCC, Federal tax
Cook County Clerk's Office	UCC, Fixtures, Federal tax, State tax, Memoranda of judgments
U.S. District Court, Northern District-Illinois	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 Parcel 1A Property in accordance with Section 12, and has delivered certificates required pursuant to Section 12 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 in form and substance 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 required by the Corporation Counsel, such opinions must be obtained by Developer from its general corporate counsel or such other counsel acceptable to the Corporation Counsel.

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

5.11 Financial Statements. Developer has provided its Financial Statements for its most recent three fiscal years, as well as audited or unaudited interim financial statements and the Financial Statements from the most recent three fiscal years, as well as audited or unaudited interim financial statements of those entities with an ownership interest in the Project to DPD.

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07. At least thirty (30) days prior to the Closing Date, the Developer has met with the Workforce Solutions division of DPD to review employment opportunities with the Developer after construction or rehabilitation work on the Project is completed. On or before the Closing Date, Developer has provided to DPD, and DPD has approved, the Employment Plan for the Project (the "Employment Plan"). The Employment Plan includes, without limitation, the Developer's estimates of future job openings, titles, position descriptions, qualifications, recruiting, training, placement and such other information as DPD has requested relating to the Project.

5.13 Environmental. Developer shall abide by the requirements set forth in Sections 2A.07 and 2A.11. Developer has provided the City with a letter from the environmental engineer(s) who completed environmental audits authorizing the City to rely on such audits.

5.14 Corporate Documents; Economic Disclosure Statement. 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.

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

5.16 Leases. Developer has provided to the City copies of as well as disclosing all current and prospective tenant leases, lease termination agreements, operating lease, synthetic leases and any other leases related to the Project.

5.17 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, tenant relocation plans, easements, construction agreements, development and land use agreements.

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, before 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). Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below. Copies 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 after they are signed. 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, before entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a), 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. Before executing the Construction Contract, 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 DPD shall grant or deny within ten (10) business days after delivery of the proposed Construction Contract. Within ten (10) business days after the Construction Contract is executed by all 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. Before starting construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using American Institute of Architect's Form No. A311 or its equivalent. Before starting construction of any portion of the Project which includes

work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in the form acceptable to the City. 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.

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 Project in accordance with the terms of this Agreement, including satisfaction of the conditions set forth in this Section 7.01, and upon Developer's written request, the City 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 to obtain the Certificate. Developer may resubmit a written request for a Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Funds in connection with the Project, until the following conditions have been met:

- (i) The Developer has completed construction of the Project according to the Plans and Specifications.
- (ii) Receipt of a Certificate of Occupancy, if applicable, or other evidence acceptable to the City that the Developer has complied with building permit requirements for the Project and shared kitchen and event spaces are complete and open for business.
- (iii) The City's Monitoring and Compliance Unit has verified that, at the time the Certificate is issued, the Developer is in full compliance with City requirements set forth in Section 10 and Section 8.09 (MBE/WBE, City Residency and Prevailing Wage) with respect to construction, and that 100% of the Developer's MBE/WBE Commitment in Section 10.03 has been fulfilled.

- (iv) The Developer has incurred costs for TIF-Funded Improvements in an amount equal to or higher than the amount indicated on Exhibit B with respect to the Project, and that the Project costs are equal to, or in excess to \$11,848,751. If said amount is less, City Funds related to the Project will be reduced on a dollar for dollar basis at the sole discretion of the City.
- (v) Evidence that the Developer has incurred TIF-eligible costs in an equal amount to, or greater than the total maximum amount of City Funds related to the Project.
- (vi) 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 8.22).
- (vii) The Developer's submission of an acceptable Preliminary Summary of Information regarding the historic characteristics of the building, as required under Section 8.24.
- (viii) There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default.

7.02 Effect of Issuance of Certificate; Continuing Obligations. The Certificate relates only to the construction and/or rehabilitation of the Project. Upon its issuance, 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 Certificate is issued, however, all executory terms and conditions of this Agreement and all representations and covenants contained in this Agreement 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 2A.08 (Covenant of Environmental Release), 4.09 (Return of City Funds Upon Sale or Transfer), 4.10 (Annual Recapture), 8.02 (Covenant to Redevelop), 8.06 (Maintenance and Operating Covenants), 8.19 (Real Estate Tax Provisions), and 8.24 (Landmark Designation) as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Parcel 1A 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 18.14 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities under this Agreement.

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 under this Agreement;

(b) the right (but not the obligation) to complete those TIF-Funded Improvements that are public improvements and to pay for the costs of TIF-Funded Improvements (including interest costs) out of City Funds or other City monies. If the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City Funds available pursuant to Section 4.03, 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. When the Term of the Agreement expires, at Developer's written request DPD shall provide Developer 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. The representations and warranties provided by Developer under this Agreement are material conditions precedent to the City's obligations under this Agreement. Developer represents, warrants and covenants, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder and throughout the Term of the Agreement, that: (a) Developer is an Illinois limited liability company duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization 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) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer shall acquire and shall maintain good, indefeasible and merchantable fee simple title to the Parcel 1A Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budgets and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof)

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

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

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

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

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

(j) prior to the issuance of the 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 Parcel 1A Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

(k) Developer has not incurred, and, before the Certificate is issued, shall not, without the prior written consent of the Commissioner of DPD, allow the existence of any liens against the Parcel 1A Property (or improvements thereon) other than the Permitted Liens; or incur any indebtedness, secured or to be secured by the Parcel 1A Property (or improvements thereon) or any fixtures now or hereafter attached to the Parcel 1A Property, except Lender Financing disclosed in the Project Budgets;

(l) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

(m) neither Developer nor any affiliate of Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any

applicable law, rule, regulation, order or judgment: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph (m) only, the term "affiliate," when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

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

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

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

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14(Assignment) of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

(r) Developer acknowledges that with respect to City Funds, the City has no obligation to provide any continuing disclosure to the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board, to any holder of a note relating to City Funds or any other person under Rule 15c2-12 of the Commission promulgated under the Securities Exchange Act of 1934 or otherwise, and shall have no liability with respect thereto.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budgets, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Parcel 1A Property in accordance with this Agreement and all its Exhibits, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budgets and all amendments to such documents, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Parcel 1A 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 when the City issues the Certificate.

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; 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 to such bonds.

8.06 Maintenance and Operating Covenants. Developer shall continuously occupy and maintain operation of the entirety of the Project for the duration of the Compliance Period, with the exception of recognized holidays or other closures in the normal course of business (the "Operating Covenant"). If the Developer defaults under the Operating Covenant, an Event of Default shall not be declared with respect to such default if the Developer, upon irrevocable written notice to the City (the "Extension Notice"), elects to extend the Compliance Period by one year. The one-year period during which the Extension Notice is given shall be the only cure period allowed for a default by Developer of the Operating Covenant; no other notice or cure periods shall apply thereto and if such default is not cured within such one-year period then the Compliance Period shall not be extended and an Event of Default shall exist without notice or opportunity to cure. If the Developer has not delivered a permitted Extension Notice then any default by the Developer under the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure. The Developer shall be entitled to deliver a total of two, non-consecutive Extension Notices. If the Developer has delivered a total of two Extension Notices, then any subsequent default by the Developer of the Operating Covenant shall constitute an Event of Default without notice or opportunity to cure.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City (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 Budgets) ("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, 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, before 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 Parcel 1A 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 Parcel 1A Property or any other aspect of the Project.

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

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

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 Parcel 1A 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 Parcel 1A 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 Parcel 1A 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 Parcel 1A 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 Parcel 1A 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 Parcel 1A 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 to this Agreement to be

recorded and filed, at Developer's expense, against the Parcel 1A Property on the date hereof in the Cook County Clerk's Office.

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 Parcel 1A 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 Parcel 1A Property or the Project. "Governmental Charge" means all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Parcel 1A 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 Parcel 1A Property. Developer's right to challenge real estate taxes applicable to the Parcel 1A Property is limited as provided for in Section 8.19(c) below; provided, that such real estate taxes must be paid in full when due and may be disputed only after such payment is made. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

(i) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Parcel 1A Property to satisfy such Governmental Charge before the 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 Parcel 1A 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, then Developer shall advise DPD in writing. At that time DPD in its sole discretion may, but shall not be obligated to,

make all or any part of such payment, or obtain such discharge and take any other related action which DPD deems advisable. By taking any action under this paragraph, DPD shall not waive or release any obligation or liability of Developer under this Agreement. The Developer shall promptly reimburse DPD for all sums, if any, DPD pays under this paragraph and expenses, if any, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto. Notwithstanding anything contained in this paragraph to the contrary, this paragraph shall not be construed to obligate the City to pay any Governmental Charge. 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) Covenants Running with the Land. The parties agree that the restrictions contained in this Section 8.19(c) are covenants running with the land and this Agreement shall be recorded by Developer as a memorandum thereof, at Developer's expense, with the Cook County Recorder of Deeds on the Closing Date. These restrictions shall be binding upon Developer and its agents, representatives, lessees, successors, assigns and transferees from and after the date hereof, provided however, that the covenants shall be released when the Redevelopment Area is no longer in effect. Developer agrees that any sale, lease, conveyance, or transfer of title to all or any portion of the Parcel 1A Property or Redevelopment Area from and after the date hereof shall be made explicitly subject to such covenants and restrictions. Notwithstanding anything contained in this Section 8.19(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of Developer, its successors or assigns, may waive and terminate Developer's covenants and agreements set forth in this Section 8.19(c).

(d) Notification to the Cook County Assessor of Change in Use or Ownership.

If required under 35 ILCS 200/15-20 due to a change in use or ownership of the Parcel 1A Property, within 90 days after the Closing Date, Developer shall complete a letter of notification, in accordance with 35 ILCS 200/15-20, notifying the Cook County Assessor of such change in use or ownership. After delivery of the notification, Developer shall forward a copy of the return receipt to DPD, with a copy to the City's Corporation Counsel's office.

8.20 Annual Compliance Report. Starting when the Certificate is issued 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 Chicago Sustainable Development Policy. The Developer shall provide evidence acceptable to the City that they have 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 this Section 8.22, the City shall have the right to reduce the City Funds by Two-hundred and Fifty Thousand Dollars (\$250,000).

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. 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 Developer receives a request from the City to produce records within the scope of FOIA, then Developer covenants to comply with such request within 48 hours of the date of such request. Failure by Developer to timely comply with such request shall be an Event of Default.

(b) Exempt Information. Documents that Developer submits to the City as part of 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 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 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. 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, Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act.

8.24 Landmark Designation.

(a) Prior to issuance of the Certificate, the Developer shall deliver to DPD a Preliminary Summary of Information, in a form acceptable to DPD's Historic Preservation Division, for the purpose of the landmark designation of the firehouse.

(b) The Developer covenants and agrees that it will consent to the designation of the firehouse as a City of Chicago Landmark after the issuance of the Certificate.

8.25 Job Readiness Program. Developer and its major tenants, if applicable, shall undertake a job readiness program to work with the City through the Mayor's Office of Workforce Development to encourage the recruitment, hiring and training of City residents for the jobs created by the Project and the operation of Developer's business on the Parcel 1A Property.

8.26 Increment and Rate of Return Reporting. Developer agrees to report the increment projected to be created by the Project at the Closing Date. Developer agrees to report the increment to date created by the Project. Developer agrees to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

8.27 [Intentionally deleted]

8.28 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 to this Agreement and except as provided in Section 7 when the Certificate is issued, 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 under this Agreement.

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 to this Agreement 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 Parcel 1A 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 Parcel 1A 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 Parcel 1A 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.

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 (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" means 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 each 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 B hereto) shall be expended for contract participation by MBEs and by WBEs, the respective amounts of which shall be met individually and which will be taken into account for the Project Budget:

(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 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 monthly reports to the City's monitoring staff during the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall

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

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

(f) Any reduction or waiver of Developer's MBE/WBE commitment as described in this Section 10.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code, as applicable. If the Developer seeks to exclude the cost of any of the applicable Project Activities from the MBE/WBE Budget as provided in Exhibit B 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) Before starting 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. 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 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 its Exhibits, 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 Parcel 1A 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 Parcel 1A 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 Parcel 1A 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) Before 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. Before 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:

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, Chicago, Illinois 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 before 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 sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

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

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

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

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

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

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

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

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

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

SECTION 13. INDEMNIFICATION

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

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

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

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

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

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 Indemnities 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 Parcel 1A 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 under this Agreement:

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

(b) Developer fails 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) Developer makes or furnishes to the City 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 under this Agreement, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Parcel 1A 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) any judgment or order is entered against Developer and remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) an event of default occurs 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) a criminal proceeding (other than a misdemeanor) is instituted in any court against Developer or any natural person who owns a material interest in Developer, and is not dismissed within thirty (30) days, or Developer or any natural person who owns a material interest in Developer is indicted for any crime (other than a misdemeanor); or

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

(m) Developer fails to submit the Annual Compliance Report to the City within sixty (60) days after each anniversary of the Closing Date during the Term of the Agreement as provided in Section 8.20.

For purposes of Sections 15.01(i) and 15.01(j), 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, 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, 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 in this Agreement. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds.

Upon the occurrence of an Event of Default under Section 15.01(m), Developer shall be obligated to pay to the City the amount of \$10,000 as liquidated damages, and not as a penalty, which such payment shall be required no more often than once per calendar year. Any payment of liquidated damages by Developer shall not relieve Developer of its obligation under Section 8.20.

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, (Sustainable Development Policy), the City's remedy shall be the right to reduce the amount of City Funds by \$250,000.

15.03 Curative 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. 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) Notwithstanding any other provision of this Agreement to the contrary, the only cure periods, if any, applicable to the Developer's failure to comply with the Operating Covenant are those set forth in Section 8.06.

(c) The City shall have the right to cease City Funds payments, seek reimbursement for City Funds payments made to the Developer, and to terminate this Agreement if such Event of Default is not cured prior to the end of the cure period. Any year under which the Event of Default takes place and is cured within the cure period shall not count toward the required ten (10) years of compliance or any other obligation of the Developer under this Agreement. If two Events of Default have occurred as determined by the City and have been independently cured within the cure period as described in this paragraph, then any subsequent Event of Default shall constitute an Event of Default without notice or opportunity to cure.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date of this Agreement with respect to the Parcel 1A Property or any portion thereof that were made before or on the date of this Agreement in connection with Lender Financing and which are Permitted Liens are referred to in this Agreement 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 Parcel 1A Property or any portion thereof is referred to in this Agreement as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Parcel 1A Property or any portion thereof with the prior written consent of the City is referred to in this Agreement as a "Permitted Mortgage." The City and Developer agree as follows:

(a) If a mortgagee or any other party shall succeed to Developer's interest in the Parcel 1A 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 under this Agreement in accordance with Section 18.14, 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) If any mortgagee shall succeed to Developer's interest in the Parcel 1A 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 under this Agreement in accordance with Section 18.14, 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" under this Agreement; 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 before 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 under this Agreement, 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) Before the City issues a Certificate to Developer under Section 7, Developer shall not execute a New Mortgage with respect to the Parcel 1A Property or any portion of the Parcel 1A Property without the prior written consent of the Commissioner of DPD.

SECTION 17. NOTICE

Unless otherwise specified, any notice, demand or request required under this Agreement 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: Englewood Connect LLC 120 North Racine Avenue, 2 nd Floor Chicago, Illinois 60607 Attention: Zeb McLaurin
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: Neal & Leroy, LLC 20 South Clark, Suite 2050 Chicago, Illinois 60603 Attention: Carol D. Stubblefield

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 its Exhibits may not be amended or modified without the prior written consent of the parties to this Agreement; provided, however, that the City, in its sole discretion, may amend, modify or supplement the Redevelopment Plan without the consent of any party to this Agreement. 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) 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 to this Agreement, which is hereby incorporated into this Agreement by reference) constitutes the entire

agreement between the parties to this Agreement and it supersedes all prior agreements, negotiations and discussions between the parties relative to the subject matter of this Agreement.

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 of this Agreement. 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 to this Agreement, shall constitute a waiver of any such parties' rights or of any obligations of any other party to this Agreement as to any future transactions.

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

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 in this Agreement 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. 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, as described in Section 7.02 (Effect of Issuance of Certificate; Continuing Obligations), 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 in this Agreement) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided in this Agreement). Except as otherwise provided in this Agreement, 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 under this Agreement. 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 in this Agreement.

18.18 Venue and Consent to Jurisdiction. If there is a lawsuit under this Agreement, each party to this Agreement 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 to this Agreement have caused this Agreement to be executed on or as of the day and year first above written.

ENGLEWOOD CONNECT LLC

By: _____

Its: _____

CITY OF CHICAGO

By: _____

Maurice D. Cox
Commissioner
City of Chicago
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 Englewood Connect 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 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 the City, as his 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 _____

[(Sub)Exhibit "C" referred to in this Englewood Connect LLC (Phase 1A)
Redevelopment Agreement printed on page 3507 of this *Journal*.]

[(Sub)Exhibit "A" referred to in this Englewood Connect LLC (Phase 1A)
Redevelopment Agreement constitutes Exhibit "A" to
ordinance printed on page 3448 of this *Journal*.]

(Sub)Exhibits "B" and "D" referred to in this Englewood Connect LLC (Phase 1A) Redevelopment Agreement read as follows:

(Sub)Exhibit "B".
(To Englewood Connect LLC (Phase 1A) Redevelopment Agreement)

Project Budgets (Project Budget, MBE/WBE Budget And TIF-Funded Improvements).

	Project Budget	MBE/WBE Budget	TIF-Funded Improvements
Acquisition Costs:	\$ 32,501	--	\$ 32,501
Hard Costs:			
Site Preparation/Excavation	\$ 326,500	\$ 326,500	\$ 326,500
Environmental Remediation	194,500	194,500	194,500
Building Construction	1,520,000	1,520,000	1,520,000
Interiors	1,424,000	1,424,000	1,424,000
Plumbing/FP	365,000	365,000	365,000
Electrical	1,100,000	1,100,000	1,100,000
HVAC	964,000	964,000	964,000
Fire Protection	186,000	186,000	186,000
FF&E	250,000	--	--
Building Sitework	1,410,000	1,410,000	--
Conveying	90,000	90,000	90,000

	Project Budget	MBE/WBE Budget	TIF-Funded Improvements
General Conditions	\$1,077,000	\$ --	\$ --
Construction Management Fee	200,000	200,000	--
Hard Cost Contingency	475,000	475,000	475,000
Total Hard Costs:	\$9,582,000	\$8,255,000	\$ 6,677,501
Soft Costs/Fees:			
Architecture and Engineering	\$1,100,000	\$1,100,000	\$ 1,100,000
Overhead and Profit	450,000	--	--
Developer Fee	600,000	--	--
Soft Cost Contingency	84,250	--	--
Total Soft Costs:	\$ 2,234,250	\$1,100,000	\$1,100,000
Total:	\$11,848,751	\$9,355,000	\$7,810,002
Project MBE Total at 26 percent		\$ 2,432,300	
Project WBE Total at 6 percent		\$ 561,300	

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.

(Sub)Exhibit "D".

(To Englewood Connect LLC (Phase 1A) Redevelopment Agreement)

Requisition Form.

State of Illinois)
) SS.
County of Cook)

The affiant, _____, _____ of Englewood Connect LLC, an Illinois limited liability company (the "Developer"), hereby certifies that with respect to that certain Englewood Connect LLC 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 has 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

CREATION OF PERMANENT SUBCOMMITTEE OF REVENUE UNDER
COMMITTEE OF FINANCE AND APPOINTMENT OF CHAIR, VICE-CHAIR AND
COMMITTEE MEMBERS.

[R2023-0004907]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred a resolution concerning the creation of the Subcommittee on Revenue under the Committee on Finance and appointment of its Chair, Vice-Chair and members (R2023-0004907), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 2, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

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

Nays -- Alderperson Lopez -- 1.

Alderperson Harris 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 Finance hereby create a permanent Subcommittee on Revenue which shall have jurisdiction over matters relating to municipal revenue; and

Be It Further Resolved, That the Chair of the Committee on Finance appoints the following Chair, Vice-Chair and members to the Subcommittee on Revenue with the concurrence of a majority of the membership of the Committee on Finance:

Hall (Chair), Dowell (Vice-Chair), La Spata, Harris, Ramirez, Taylor, Mosley, Rodriguez, Sigcho-Lopez, Burnett, Ervin, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Vasquez, Knudsen, Martin.

SETTLEMENT AGREEMENT REGARDING CASE OF *SHARNIA PHILLIPS V. CITY OF CHICAGO, ET AL.*

[Or2023-0004912]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 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: *Shamia Phillips v. City of Chicago, et al.*, cited as Case Number 2018-cv-316 (N.D. Ill.), in the amount of \$300,000, 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 voice vote of the members of the committee present, with no dissenting votes on October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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: *Shamia Phillips v. City of Chicago, et al.*, cited as Case Number 2018-cv-316 (N.D. Ill.), in the amount of \$300,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *DAVID HOLIAN V. CITY OF CHICAGO, A MUNICIPAL CORPORATION, AND OFFICER JOHN CRAIG*.

[Or2023-0004913]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 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: *David Holian v. City of Chicago, a Municipal Corporation, and Officer John Craig*, cited as Case Number 20 L 8509 (Cir. Ct. Cook County, Law Division), in the amount of \$750,000, 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 voice vote of the members of the committee present, with no dissenting votes on October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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: *David Holian v. City of Chicago, a Municipal Corporation, and Officer John Craig*, cited as Case Number 20 L 8509 (Cir. Ct. Cook County, Law Division), in the amount of \$750,000.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2023-0004910]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred an order for payments of various small claims against the City of Chicago, having had the same under

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

This recommendation was concurred in by a voice vote of the members of the committee present with no dissenting votes on October 2, 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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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 3515
and 3516 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims
October 4, 2023

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
CARTER	KELLY	6024 S UNION AVE	CHICAGO	IL	60621	10/19/2022	\$1,500.00	Claimant	6022 S UNION
Total of Split Claims:		Number							
		Amount							
		1	\$1,500.00						
Claimant Type Desc: Vehicle(8)									
ALLSTATE A/S/O	CLARK, CHARISSE	PO BOX 660636	DALLAS	TX	75266	10/15/2022	\$944.10	Claimant	10000 S MORGAN
BARRIERE	JULIE	2703 N MILDRED AVE #38	CHICAGO	IL	60614	04/24/2023	\$331.60	Claimant	700 N LAKE SHORE DR
BRADFELD	GEOFFREY	5129 W MONTROSE AVE	CHICAGO	IL	60641	04/03/2023	\$364.69	Claimant	3257 W BELMONT AVE
DAVIDSON	ROBERT	2954 N CLYBURN	CHICAGO	IL	60618	04/22/2023	\$250.76	Claimant	500 N WESTERN
DELGUIDICE	ANGELO	5904 N MANTON AVE	CHICAGO	IL	60646	03/27/2023	\$387.22	Claimant	4920 W FOSTER
DILLARD	TOMMY	5100 N MARINE DR #18F	CHICAGO	IL	60640	02/07/2023	\$252.04	Claimant	10737 S WESTERN
GANJU	ARUNA	1748 N WINCHESTER AVE	CHICAGO	IL	60622	04/24/2023	\$70.00	DEPARTMENT OF REVENUE	1848 N ASHLAND AVE
GANJU	ARUNA	1748 N WINCHESTER AVE	CHICAGO	IL	60622	04/24/2023	\$217.25	Claimant	1848 N ASHLAND AVE
GOMEZ	LUIS	5430 N SHERIDAN RD #701	CHICAGO	IL	60640	03/06/2022	\$124.93	Claimant	4800 N LAKE SHORE DR
HANLEY	DOROTHY	4442 W VANBUREN ST	CHICAGO	IL	60624	04/04/2023	\$66.25	DEPARTMENT OF REVENUE	402 S KOSTNER
HAQUE	SYED	1210 S INDIANA AVE #3009	CHICAGO	IL	60605	04/06/2023	\$199.09	Claimant	9574 S STONY ISLAND
HAZOT	ROEY	6030 N SHERIDAN RD. #2010	CHICAGO	IL	60660	01/16/2023	\$173.36	Claimant	4599 N LAKE SHORE DRIVE
HAZOT	ROEY	6030 N SHERIDAN ROAD #2010	CHICAGO	IL	60660	04/23/2023	\$50.00	DEPARTMENT OF REVENUE	3300 N LAKE SHORE DR
HAZOT	ROEY	6030 N SHERIDAN ROAD #2010	CHICAGO	IL	60660	04/23/2023	\$1,052.50	Claimant	3300 N LAKE SHORE DR
JENSEN	CHRISTOPHER	1316 W BRYN MAWR AVE #2	CHICAGO	IL	60660	02/27/2023	\$115.64	Claimant	1000 N LAKE SHORE DR
KLEBANOW	SHARON	2710 W GREENLEAF AVE	CHICAGO	IL	60645	06/22/2023	\$110.79	Claimant	5700 N LAKE SHORE DRIVE
KOGUT	MARK	5135 N MONTEREY AVE.	NORRIDGE	IL	60706	08/04/2022	\$35.00	Claimant	5959 N ORIOLE AVE
KRUEGER	STACEY	15416 PINE DRIVE	OAK FOREST	IL	60452	04/07/2023	\$243.29	Claimant	3201 W BELMONT
KURAK	CAHIT	6415 N SHERIDAN RD. #B11	CHICAGO	IL	60640	02/01/2023	\$368.72	Claimant	5650 S STONY ISLAND AVE
LI	TAK	5534 S. KOLIN AVE.	CHICAGO	IL	60629	02/25/2022	\$131.88	Claimant	W 31ST PL & S. WOODS
MATAZOV	KANIMET	1415 W LUNT AVE. #302	CHICAGO	IL	60626	06/28/2023	\$338.34	Claimant	50 W WASHINGTON
MUNRO	CHRISTINA	1558 ABBOTSFORD DR	NAPERVILLE	IL	60563	04/20/2023	\$112.94	Claimant	3531 W ADDISON
PERPER	MARC	320 W OAKDALE AVE #703	CHICAGO	IL	60637	01/30/2023	\$126.11	Claimant	2300 N LAKE SHORE DR
SANDS	BILL	401 E. ONTARIO ST. #4001	CHICAGO	IL	60611	02/11/2023	\$554.76	Claimant	2259 S LAKE SHORE DRIVE
SANTAMARIA	TANYA	6614 W WELLINGTON	CHICAGO	IL	60634	05/09/2023	\$98.85	Claimant	6656 W GRAND

Last Name	First Name	Address	City	State	Zip Code	DOI	Total Paid	Payee	Location of Accident
SANTAMARIA	TANYA	6514 W WELLINGTON	CHICAGO	IL	60634	05/08/2023	\$100.00	DEPARTMENT OF REVENUE	6656 W GRAND
SNOW	EBONY	1706 W GREENSHAW	CHICAGO	IL	60607	01/08/2023	\$2,379.08	Claimant	1027 S LYILE ST
STARR	DONNA	2929 N WASHTEENAW AVENUE	CHICAGO	IL	60618	04/05/2023	\$416.85	Claimant	2575 W BELMONT
SWANSON	CHRISTOPHER	6560 W DIVERSEY AVE. #D518	CHICAGO	IL	60707	05/01/2022	\$202.34	Claimant	3026 N NARRAGANSETT
TORRES	JESUS	5050 N GLENWOOD AVE. #3E	CHICAGO	IL	60640	05/23/2023	\$679.05	Claimant	2300 S LAKE SHORE DRIVE
VANDER WAL	DENA	1861 W BERWYN AVE	CHICAGO	IL	60640	06/02/2023	\$123.61	Claimant	3601 W OGDEN AVE
VAUGHN	JORDAN	1116 E 45TH ST	CHICAGO	IL	60653	05/08/2023	\$35.00	DEPARTMENT OF REVENUE	12600 S EGGLESTON
VAUGHN	JORDAN	1116 E 45TH ST	CHICAGO	IL	60653	05/08/2023	\$108.00	Claimant	12600 S EGGLESTON
ZUPAN	CLAIRE	5222 W DIXIE DR	ALSIP	IL	60803	03/16/2023	\$58.78	Claimant	1800 W 119TH ST
Total of Split Claims:		Number	Amount						
		34	\$11,021.04						
Total of Split Claims:		Number	Amount						
		35	\$12,521.04						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2023-0004911]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on June 23, 2021 and on subsequent dates, sundry claims for various refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

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

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, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

[List of claimants printed on page 3518 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Denied Date: 10/04/2023

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
ANDERSON, MARK		7/29/23 12:00 AM		2023370224	REFERRED TO LAW DEPARTMENT FOR PROCESSING
ARMAN, RYAN		8/15/23 12:00 AM		2023370222	NATURAL CAUSES NO PROVISION FOR CITY FAULT
DOUGLAS, STACY D		6/23/21 12:00 AM		2021370215	CLAIM WOULD HAVE NEEDED TO BE FILED WITHIN ONE YEAR
IDRIZOVIC, AID		5/6/23 12:00 AM		2023370225	CLAIMS UNIT 312.744.8861
JOHNSON, BIANCA MARIA		4/29/23 12:00 AM	05/24/2023	2023370098	CLAIM FILED WITH INSURANCE, INSURANCE SUBMITTED CLAIM
JOHNSON, JANET		5/17/23 12:00 AM		2023370220	NO PROVISION FOR CITY FAULT
JUNICE, MANSON-CHESTER M		6/24/23 12:00 AM		2023370221	NATURAL CAUSES CITY HAS NO PROVISION FOR FAULT
MCINTOSH, CHARLEEN B		6/9/23 12:00 AM		2023370219	CLAIM DOES NOT WARRANT A CITY LIABILITY
PERRY, LESLIE		4/10/23 12:00 AM	05/24/2023	2023370074	THE DEPARTMENT OF WATER MANAGEMENT WAS NOT
ZUBKOFF, BRIAN M		4/15/23 12:00 AM	06/21/2023	2023370153	PEOPLE GAS 200 E RANDOLPH CHICAGO IL 60601

Re-Referred -- DESIGNATION OF 1868 -- 1878 N. MILWAUKEE AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2023-0004114]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance, introduced by Alderperson Scott Waguespack, 32nd Ward, designating 1868 -- 1878 North Milwaukee Avenue as a Low-Affordability Community (O2023-0004114), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Re-Refer to the Committee on Housing and Real Estate* 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 October 2, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Housing and Real Estate* 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, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

Action Deferred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH AND PROVISION OF TAX INCREMENT FINANCING FUNDS TO E.G. WOODE L3C FOR RENOVATION AND LEASE OF SPACES TO FOOD SERVICE PROVIDERS AT 1022 W. 63RD ST.

[O2023-0004406]

The Committee on Finance submitted the following report:

CHICAGO, October 2, 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 E.G. Woode L3C for renovation and lease of spaces to food service providers at 1022 West 63rd Street, located in the 16th Ward (O2023-0004406), in the amount of up to \$5,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present with no dissenting votes on October 2, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

At this point in the proceedings, Alderperson Moore moved that the ordinance be held in committee.

Alderperson Ervin moved to Lay on the Table Alderperson Moore's motion to hold the ordinance in committee.

The Clerk called the roll and the motion to Lay on the Table *Prevailed* 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, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

Nays -- Alderpersons Moore, Sposato -- 2.

Alderpersons Lopez and Moore then moved to *Defer* and publish the said proposed ordinance.

The following is said proposed ordinance transmitted with the foregoing committee report:

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

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

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

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

WHEREAS, The Grantee will be obligated to undertake the Project in accordance with the Plan and the terms and conditions set forth in Exhibit A, with the Project to be financed in part by a Grant consisting of certain incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 22-CDC-50 adopted by the Community Development Commission of the City (the "Commission") on September 13, 2022, the Commission has recommended that the Grantee and/or its affiliated entities be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Grantee for the Project; now, therefore,

Be It Ordained by the City Council of the City of Chicago, 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. The Grantee is hereby collectively designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

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

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

E.G. Wade Redevelopment Agreement.

This E.G. Woode 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.

TABLE OF CONTENTS

Project Information	Section 10 Indemnification
Signature Page	Section 11 Default and Remedies
Section 1 Recitals	Section 12 Mortgaging of the Project
Section 2 Definitions	Section 13 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Project Financing	Exhibit B Project Budgets (Project, M/WBE, TIF Eligible)
Section 5 Conditions Precedent	Exhibit C Insurance Requirements
Section 6 Completion of Construction or Rehabilitation	Exhibit D Requisition Form
Section 7 Covenants/Representations/Warranties of Developer	Exhibit E Annual Compliance Report
Section 8 Maintaining Records and Right to Inspect	Exhibit F Construction Compliance
Section 9 Environmental Matters	Exhibit G Escrow Agreement, if applicable

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition										
Agreement Date (preamble)	_____, 2023										
Developer (preamble)	E.G. Woode, L3C, an Illinois limited liability company										
Project (Recitals)	The proposed project is for renovation of a 2,990 square foot vacant two-story building located at 1022 W. 63 rd Street, Chicago, Illinois into three retail spaces on the ground floor and two offices on the second floor. The retail space will be subsequently leased to food services providers.										
Ordinance Date (Recitals)	_____, 2023										
TIF Area (Recitals)	Englewood Neighborhood Redevelopment Project Area										
Commencement Date (3.01)											
Completion Date (3.01)											
Estimated Project Cost (4.01)	\$7,139,665										
City Grant (4.02)	\$5,000,000										
Funding Sources (4.01)	<table border="1"> <thead> <tr> <th>Funding Source</th><th>Amount</th></tr> </thead> <tbody> <tr> <td>Equity</td><td>\$90,000</td></tr> <tr> <td>Lender Financing</td><td>\$2,049,665</td></tr> <tr> <td>City Grant</td><td>\$5,000,000</td></tr> <tr> <td>TOTAL</td><td>\$7,139,665</td></tr> </tbody> </table>	Funding Source	Amount	Equity	\$90,000	Lender Financing	\$2,049,665	City Grant	\$5,000,000	TOTAL	\$7,139,665
Funding Source	Amount										
Equity	\$90,000										
Lender Financing	\$2,049,665										
City Grant	\$5,000,000										
TOTAL	\$7,139,665										
Trade Names (5.05)	Not applicable										
Certificate Deadline (6.05)	August 2, 2025										
Permitted Liens (12)	[TITLE OF MORTGAGE] in favor of [LENDER NAME] dated as of [DATE OF MORTGAGE] and filed on [FILING DATE] with the Recorder's Office of Cook County as document number [DOCUMENT NUMBER]; and those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as										

	applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect
Notice Addresses (13.14)	<p><u>If to the Developer:</u> E.G. Woode, L3C 1122 W 63rd St. Chicago, IL 60621 <u>Attention:</u> Deon Lucas</p> <p>with a copy to</p> <p>Prim Lawrence Group 332 S Michigan Ave Chicago, IL 60604 <u>Attention:</u> Teresa Prim</p> <p>And</p> <p>Applegate Thorne-Thomsen P.C 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 <u>Attention:</u> Nicholas Brunick</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 <u>Attention:</u> Commissioner</p> <p>with a copy to</p> <p>City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> 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.

E.G. Woode, L3C, an Illinois limited liability company

By: _____
Name:
Title:

CITY OF CHICAGO

By: _____
_____, Commissioner
Department of Planning and Development

SECTION 1. RECITALS

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

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

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

D. TIF Area. The Project is located in the TIF Area. Under ordinances adopted on June 27, 2001 and published in the Journal of Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area. [Items(i)-(iii) were amended by ordinance(s) adopted on November 13, 2013 (the "Amendment")]. Items (i)-(iii) above, as amended by the Amendment, are collectively referred to herein as the "TIF Ordinances".

E. City Funds. The City agrees to use, in the amounts set forth in Section 4.02 and if applicable, Section 4.05 hereof, Incremental Taxes (as defined below) ("City Funds") to pay for or reimburse the Developer for the costs of TIF-Funded Improvements (as defined below) pursuant to the terms and conditions of this Agreement.

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

SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", 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 E to this Agreement.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

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

"City Grant" shall mean the amount set forth in the Project Information hereto.

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

"Compliance Period" shall mean that period beginning on the date of the issuance of the Certificate until the third anniversary of such date.

"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 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 the Funding Sources.

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

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

"Event of Default" shall have the meaning set forth in Section 11 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 6.01 hereof.

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence 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 demolition.

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

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

"Jobs Covenant" shall have the meaning set forth in Section 7.06 hereof.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amounts set forth in the Funding Sources.

"Local Hiring", if applicable, shall mean hiring no less than two employees that satisfy the conditions set forth in Section 4.05(a).

"Local Residency" if applicable, shall mean (a) if the Developer is an individual, the Developer maintains their primary residence in a Qualified Investment Area, and (b) if the Developer is a legal entity, the individuals who collectively own, directly or indirectly, a majority of the ownership interests in the Developer each maintain their primary residence in a Qualified Investment Area.

"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 F hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

"NFR Letter" shall mean a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

"Occupancy Covenant" shall have the meaning set forth in Section 7.05 hereof.

"Operations Covenant" shall have the meaning set forth in Section 7.04 hereof.

"Other Regulated Material" 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.

"Project Budget" shall mean the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.01 hereof.

"Property" shall mean the real property described on Exhibit A.

"Qualified Investment Area" shall have the meaning given such term in Chapter 16-14 of the Municipal Code.

"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 D, to be delivered by Developer to DPD pursuant to Section 4.06 of this Agreement.

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

"Site Remediation Program" shall mean the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and

indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" shall mean the Chicago Sustainable Development Policy for the Project in effect as of the date of Developer's initial application for the City Grant.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the third anniversary of the date the Certificate is issued.

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

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

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

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

"Title Company" shall mean [NAME OF TITLE COMPANY].

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

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

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

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

SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget; Funding Sources Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than the Estimated Project Cost. The Developer hereby certifies to the City that (a) the Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Funding Sources are true, correct and complete in all material respects.

3.03 Scope Drawings, Plans and Specifications. Developer has delivered the Scope Drawings, Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings, Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.06 hereof. The Scope Drawings, Plans and Specifications shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

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

3.05 Other Approvals Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.02 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.06 Change Orders Except as provided below in this Section 3.06 all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than the Project; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.07 Survey Updates. On the Completion Date, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

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

SECTION 4. PROJECT FINANCING

4.01 Estimated Project Cost and Sources of Funds. The cost of the Project is estimated to be \$7,139,665, to be applied in the manner set forth in the Project Budget.

4.02 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

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

4.04 Distribution of City Grant.

Escrow Agreement alternative: If the Grantee has elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall disburse the City Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Grantee has not elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall pay 100% of City Grant at the issuance of the Certificate.

4.05 (a) [intentionally deleted]
(b) [intentionally deleted]

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Grant as described in Sections 4.04 and if applicable, 4.05, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the

documentation described therein. Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.07 Preconditions of Disbursement. Prior to disbursement of City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.09 Conditional Grant. City Grant being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02. City Grant will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such grant.

SECTION 5. CONDITIONS PRECEDENT

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

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

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC/Fixture search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.06 Environmental. [intentionally deleted]

5.07 Corporate Documents. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

5.08 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

5.09 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

5.10 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

5.11 Surveys. Developer shall provide the City with a copy of the Survey(s).

SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

6.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement

or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Grant in connection with the Project, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred TIF Eligible Costs in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit F.

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

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

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Grant funds will be paid to the Developer.

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

6.05 Failure to Obtain Certificate. If the Developer has not received the Certificate by the Certificate Deadline, the City shall have the right to terminate the Agreement and cancel any future payments.

SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER

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

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

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

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

(d) during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein, free and clear of all liens except for the Permitted Liens and such other matters as DPD may consent to in writing;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

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

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

(k) has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

7.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for TIF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain its operations at the Project (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain that the entire Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.06 Jobs Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Annual Compliance Report. Following the issuance of the Certificate, each Year throughout the Term of the Agreement, the Developer shall submit to DPD by June 30th the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding calendar year. If this report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the report will constitute an event of default.

7.08 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of the City Grant, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement or other Project Costs, as applicable. Developer shall provide

information with respect to any entity to receive the City Grant directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using the City Grant, or otherwise), upon DPD's request, prior to any such disbursement.

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the TIF program, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

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

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

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

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

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

7.16 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental

Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

7.17 Governmental Charges.

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

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

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

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

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

the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

7.19 FOIA and Local Records Act Compliance.

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

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

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

SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

8.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

SECTION 9. ENVIRONMENTAL MATTERS

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.

The Developer will conduct a Hazardous Building Material Survey of the Site prior to conducting any work that could constitute renovation, demolition, or abatement under the Environmental Laws ("abatement work") on or within an existing physical structure located 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 presence 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 and an abatement plan shall be submitted to the City for review prior to beginning any abatement work.

The 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 approval of the Property for occupancy. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

SECTION 10. INDEMNIFICATION

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to

participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

SECTION 11. DEFAULT AND REMEDIES

11.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or

(h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement.

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate

this Agreement and all related agreements, may suspend disbursement of City Grant and may seek reimbursement of City Grant. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant.

SECTION 12. MORTGAGING OF THE PROJECT

The Permitted Liens are the only mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

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

SECTION 13. GENERAL PROVISIONS

13.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 13.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days.

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

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

13.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may

become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

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

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

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

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

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

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

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

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

13.13 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty,

strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

13.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

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

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

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

13.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this E.G. Woode Redevelopment Agreement read as follows:

(Sub)Exhibit "A".
(To E.G. Woode Redevelopment Agreement)

Legal Description Of The Property (subject to survey and title insurance):

Lots 28 and 29 in Block 1 in the subdivision of the south 10 acres of the east half of the southwest quarter of the southeast quarter of Section 17, Township 28 North, Range 14, east of the Third Principal Meridian, in Cook County, Illinois.

Property Identification Number (PIN):

20-17-427-035-0000.

Common Address:

1022 West 63rd Street
Chicago, Illinois 60621.

(Sub)Exhibit "B".
(To E.G. Woode Redevelopment Agreement)

Project Budget.

	Project Budget	MBE/WBE Budget	TIF-Funded Improvements
Acquisition Costs	\$ 51,024		\$ 46,024
Hard Costs	4,558,710	\$3,261,699	4,558,710
Site Improvements	221,173		186,173
General Conditions	682,806		
Insurance, Fee			
Hard Cost Contingency	530,282		
Total Hard Costs	\$5,992,971		\$4,790,907

	Project Budget	MBE/WBE Budget	TIF-Funded Improvements
Soft Costs/Fees			
Architecture & Engineering	\$286,070		\$286,070
Contract Administration	29,400		29,400
Reimbursables	8,300		
Owners Representative	31,320		
Permits/Expediting	15,000		
Survey/title/appraisal	21,395		
Accounting/Audit	4,000		
Builders Risk Insurance	8,000		
Interest and Other Soft Financing Costs	151,604		
Real Estate Taxes	30,000		
Testing	4,600		
Legal/Consultant Fees	104,500		
FFE	70,000		
Developer Fee	330,354		
Soft Cost Contingency	1,014		
Total Soft Costs	\$1,095,557		\$315,470
Total:	\$7,139,552	\$3,261,699	\$5,106,377
MBE at 26%		\$ 1,856,284	
WBE at 6%		\$ 428,374	

(Sub)Exhibit "C".
(To E.G. Woode Redevelopment Agreement)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and 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.

All capitalized terms which are not defined herein has the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

E.G. Woode, L3C

By: _____

Name: _____

Title: _____

Subscribed and sworn before me this
_____ day of _____

My commission expires: _____

(Sub)Exhibit "E".
(To E.G. Woode Redevelopment Agreement)

Annual Compliance Report.

E.G. Woode L3C.

E.G. Woode Redevelopment Agreement Dated As Of [Insert Date].

[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), E.G. Woode, L3C ("Developer") is committed to providing an annual compliance report.

Obligations under the Agreement during the [Insert Year] calendar year:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.
- Delivery of Financial Statements and unaudited financial statements (Section 7.11).
- Delivery of updated insurance certificate (Section 7.12).
- Provide evidence of payment of Non-Governmental Charges (Section 7.16).
- Compliance with all executory provisions of the RDA.

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

- The Project is in operation.
- The Property is [Insert Percentage] occupied.

(c) Attach evidence of such compliance or noncompliance.

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

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

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

Attachments.

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

E.G. Woode, L3C

[Insert Date]

(Sub)Exhibit "F".
(To E.G. Woode Redevelopment Agreement)

Construction Compliance.

Agreements With Contractors.

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

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

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

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

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit F Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

Construction Hiring Requirements.

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

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

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide 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 (1) through (4) in every contract entered into in connection with the Project and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

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

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

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

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of 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 of the Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 7.04. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 7.04, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.

AMENDMENT OF NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE FUND
GRANTED TO OGDEN WASHTENAW JV LLC AND AUTHORIZATION OF
REDEVELOPMENT AGREEMENT FOR COMMERCIAL PROJECT KNOWN AS
OGDEN COMMONS AT 2652 W. OGDEN AVE.

[O2023-0004454]

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

CHICAGO, October 4, 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 amendment of 2019 Neighborhood Fund Grant (NOF) awarded to Ogden Washtenaw JV LLC and redevelopment agreement for commercial project known as Ogden Commons (O2023-0004454), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Section 16-14-010, et seq. of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to: (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner (the "Commissioner") of the Department of Planning and Development ("DPD") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to: (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, On April 10, 2019, the City Council of the City approved the award of an NOF grant under certain terms and conditions to Ogden Washtenaw JV LLC, a Delaware limited liability company (the "Grantee"), in an amount not to exceed \$2,500,000 (the "NOF Grant") for the development of a commercial project located in a qualified investment area at 2652 West Ogden Avenue, Chicago, Illinois, commonly known as Ogden Commons (the "Project"); and

WHEREAS, The terms and conditions of the NOF Grant were memorialized in that certain NOF Redevelopment Agreement (Ogden Commons Phase I, Parcel B1) dated as of December 19, 2019 (the "NOF Agreement") executed by DPD and the Grantee; and

WHEREAS, The Grantee has experienced delays in the completion of the Project and has requested that DPD amend the NOF Agreement; and

WHEREAS, DPD seeks authorization to enter into an amendment to the NOF Agreement (the "Amendment") in which (1) the Completion Date will be October 15, 2023; (2) the Certificate Deadline will be April 15, 2024; (3) the NOF Grant will be reduced to an amount not to exceed \$2,413,155; (4) the Project will no longer be eligible for a Build Community Wealth Bonus; (5) the previously identified commercial and office tenants will be replaced with commercial and office tenants acceptable to DPD; and (6) DPD will require the Developer to show evidence of 75 percent occupancy to obtain a Certificate rather than 100 percent occupancy (all capitalized terms as defined in the NOF 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 a part of this ordinance as though fully set forth herein.

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute the Amendment with the Grantee and to execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the NOF Grant. The execution of

such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Amendment. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the NOF Grant to the Grantee.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

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

[SO2023-0004144]

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

CHICAGO, October 4, 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 (SO2023-0004144), 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2023 (the "2023 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Housing ("DOH") has been awarded state grant funds in the amount of \$20,000,000 by the Illinois Housing Development Authority for the Build Illinois Bond Fund program; and

WHEREAS, The City through DOH previously received and appropriated federal COVID-19 grant funds awarded by the United States Department of the Treasury for the Emergency Rental Housing Assistance Program, and DOH now desires to reallocate \$1,000,000 to the Department of Family and Support Services ("DFSS") for the same program; and

WHEREAS, The City through its Department of Public Health ("CDPH") has been awarded additional state grant funds in the amount of \$28,000 by the Illinois Department of Public Health ("IDPH") for the Body Art and Tanning Inspection program; and

WHEREAS, The City through CDPH has been awarded additional state grant funds in the amount of \$685,000 by IDPH for the Local Health Protection program; and

WHEREAS, The City through CDPH has been awarded state grant funds in the amount of \$5,000 by IDPH for the Tick Surveillance program; and

WHEREAS, The City through CDPH has been awarded additional state grant funds in the amount of \$153,000 by IDPH for the Mosquito Vector Prevention Program (Tire Funds); and

WHEREAS, The City through CDPH previously appropriated and reallocated federal COVID-19 grant funds awarded by the United States Department of Health and Human Services for the Vaccine Preventable Diseases program to the Department of Business Affairs and Consumer Protections ("BACP"), and BACP now desires to transfer \$3,200,000 in such unspent funds to CDPH for the same program; and

WHEREAS, The City through CDPH has been awarded additional state grant funds in the amount of \$819,000 by the Illinois Environmental Protection Agency for the Air Pollution Control Program; and

WHEREAS, The City through CDPH has been awarded additional carryover federal grant funds in the amount of \$5,157,000 by the United States Department of Health and Human Services, Centers for Disease Control and Prevention, for the Integrated HIV Programs to Support Ending the HIV Epidemic program; and

WHEREAS, The City through DFSS has been awarded additional federal pass-through COVID-19 grant funds in the amount of \$98,000 by the Illinois Department on Aging for the Area Plan on Aging program, and in anticipation of imminent additional awards, wishes to have the City appropriate an additional amount of \$17,000, for a total appropriated amount of \$115,000; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$269,000 by the Illinois Department of Human Services for the Chicago Domestic Violence Help Line program; and

WHEREAS, The City through its Department of Police has been awarded federal grant funds in the amount of \$50,000,000 by the United States Department of Justice for the BJA Presidential Nominating Conventions program; now, therefore,

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

SECTION 1. The amount of \$77,231,000 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	\$1,580,612,000	\$1,580,727,000				
	Awards from Agencies of the Federal Government	2,141,643,000	2,196,800,000				
	Awards from Agencies of the State of Illinois	844,257,000	866,221,000				
925 -- Grant Funds							
Department Number	Department And Grant Name	Strike Amount 2023 Anticipated Grant	Add Amount 2023 Anticipated Grant	Strike Amount (2023 Total) Includes Anticipated Carryover	Add Amount (2023 Total) Includes Anticipated Carryover	Strike Amount (2023 Total)	Add Amount (2023 Total)
21	Department Of Housing:						
	Build Illinois Bond Fund		\$20,000,000				\$20,000,000
	Emergency Rental Housing Assistance			\$22,139,000	\$21,139,000	\$22,139,000	21,139,000

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)
41	Department Of Public Health:						
	Body Art and Tanning Inspection	\$ 96,000	\$ 124,000			\$ 96,000	\$ 124,000
	Local Health Protection	2,965,000	3,650,000			2,965,000	3,650,000
	Tick Surveillance		5,000				5,000
	Mosquito Vector Prevention Program (Tire Funds)	279,000	432,000			279,000	432,000
	Vaccine Preventable Diseases			\$74,123,000	\$77,323,000	74,123,000	77,323,000
	Air Pollution Control Program	410,000	1,229,000			410,000	1,229,000
	Integrated HIV Programs To Support Ending The HIV Epidemic			6,190,000	11,347,000	6,190,000	11,347,000
50	Department Of Family And Support Services:						
	Emergency Rental Housing Assistance		1,000,000				1,000,000
	Area Plan on Aging			11,520,000	11,635,000	11,520,000	11,635,000
	Chicago Domestic Violence Help Line			181,000	450,000	181,000	450,000

Department Number	Department And Grant Name	Strike Amount 2023 Anticipated Grant	Strike Amount (2023 Total) Add Amount 2023 Anticipated Grant	Add Amount (2023 Total) Includes Anticipated Carryover	Includes Anticipated Carryover	Strike Amount (2023 Total)	Add Amount (2023 Total)
57	Department Of Police: BJA Presidential Nominating Conventions		\$50,000,000			\$	50,000,000
70	Department Of Business Affairs And Consumer Protection: Vaccine Preventable Diseases			\$5,000,000	\$1,800,000	\$5,000,000	1,800,000

**COMMITTEE ON ECONOMIC, CAPITAL AND
TECHNOLOGY DEVELOPMENT.**

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

[A2023-0001263]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, recommends *Approval* of the appointment of Alejandra Flores as a member of Special Service Area Number 3, the Southwest Business Growth Area Commission (A2023-0001263), 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,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Alejandra Flores as a member of the Southwest Business Growth Area Commission (Special Service Area Number 3) was *Approved* by yeas and nays as follows:

Yeas – Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

REAPPOINTMENT OF ELIZABETH B. FULD AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2023-0004207]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, recommends *Approval* of the reappointment of Elizabeth B. Fuld as a member of Special Service Area Number 18, the North Halsted Commission (A2023-0004207), introduced on September 14, 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,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Elizabeth B. Fuld as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

APPOINTMENT OF TIMOTHY KLUMP AS MEMBER OF NORTH HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 18).

[A2023-0004196]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, recommends *Approval* of the appointment of Timothy Klump as a member of Special Service Area Number 18, the North Halsted Commission (A2023-0004207), introduced on September 14, 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,
Chair.

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Timothy Klump as a member of the North Halsted Commission (Special Service Area Number 18) was *Approved* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE
AREA NO. 1-2015.

[O2023-0004423]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a tax levy, scope of services, budget and management agreement for Special Service Area Number 1-2015, State Street (O2023-0004423), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto

and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to

approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 1-2015.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
1-2015	.575 percent	\$3,461,075	State Street	Chicago Loop Alliance

Establishment Ordinance:

Date: December 9, 2015

Journal pages: pages 14717 through 14737.

Attached Budget reads as follows:

Budget.

Special Service Area # 1-2015	
SSA Name:	State Street

2024 BUDGET SUMMARY

Budget and Services Period: January 1, 2024 through December 31, 2024

CATEGORY (Funded Categories Comprise Scope of Services)	2023 Levy		Carryover Funds	TIF Rebate Fund #0D25	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$420,500	\$0	\$0	\$0	\$0	\$420,500
2.00 Public Way Aesthetics	\$1,350,466	\$0	\$0	\$0	\$0	\$1,350,466
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$71,000	\$0	\$0	\$0	\$0	\$71,000
5.00 Public Health and Safety Programs	\$643,000	\$0	\$0	\$0	\$0	\$643,000
6.00 SSA Management	\$237,750	\$0	\$0	\$0	\$0	\$237,750
7.00 Personnel	\$738,359	\$0		\$0	\$0	\$738,359
Sub-total	\$3,461,075	\$0				
GRAND TOTALS	Levy Total	\$3,461,075	\$0	\$0	\$0	\$3,461,075

LEVY ANALYSIS	
Estimated 2023 EAV:	\$1,121,982,096
Authorized Tax Rate Cap:	0.575%
Maximum Potential Levy limited by Rate Cap:	\$6,451,397
Requested 2023 Levy Amount:	\$3,461,075
Estimated Tax Rate to Generate 2022 Levy:	0.3085%

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 20.

[O2023-0004425]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a tax levy, scope of services, budget and management agreement for Special Service Area Number 20, South Western Avenue (O2023-0004425), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 20.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
20	1.00 percent	\$269,582	Western Avenue	Morgan Park/Beverly Hills Business Association

Establishment Ordinance:

Date: October 28, 1997

Journal pages: pages 54399 through 54422.

Amendment(s) to Establishment Ordinance:

Date: November 12, 1997

Journal pages: pages 56749 through 56750.

November 15, 2000

Journal pages: pages 45625 through 45630.

December 8, 2004

Journal pages: pages 37551 through 37637.

December 11, 2013

Journal pages: pages 69597 through 69672.

December 14, 2022

Journal pages: pages 57877 through 57883.

Attached Budget reads as follows:

Budget.

	Special Service Area # 20
SSA Name:	Western Avenue

2024 BUDGET SUMMARY

Budget and Services Period: January 1, 2024 through December 31, 2024

		2023 Levy				
CATEGORY (Funded Categories Comprise Scope of Services)		Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #158	Estimated Late Collections and Interest
1.00 Customer Attraction		\$59,000	\$0	\$0	\$0	\$13,850
2.00 Public Way Aesthetics		\$107,000	\$13,850	\$0	\$0	\$0
3.00 Sustainability and Public Places		\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development		\$10,000	\$0	\$0	\$0	\$0
5.00 Public Health and Safety Programs		\$0	\$0	\$0	\$0	\$0
6.00 SSA Management		\$21,259	\$0	\$0	\$0	\$0
7.00 Personnel		\$58,473	\$0		\$0	\$0
	Sub-total	\$255,732	\$13,850			
GRAND TOTALS	Levy Total	\$269,582		\$0	\$0	\$13,850
						\$283,432

LEVY ANALYSIS	
Estimated 2023 EAV:	\$43,079,786
Authorized Tax Rate Cap:	1.000%
Maximum Potential Levy limited by Rate Cap:	\$430,798
Requested 2023 Levy Amount:	\$269,582
Estimated Tax Rate to Generate 2022 Levy:	0.6258%

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 21-2016.

[O2023-0004427]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a tax levy, scope of services, budget and management agreement for Special Service Area Number 21-2016, Lincoln Square (O2023-0004427), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the

Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 21-2016.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
21-2016	0.400 percent	\$363,414	Lincoln Square Special Service Area Commission	Lincoln Square Ravenswood Chamber of Commerce

Establishment Ordinance:

Date: December 14, 2016

Journal pages: pages 39230 -- 39251.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 21-2016	
SSA Name:	Lincoln Square

2024 BUDGET SUMMARY

Budget and Services Period: January 1, 2024 through December 31, 2024

CATEGORY (Funded Categories Comprise Scope of Services)	2023 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$82,209	\$6,107	\$17,382	\$30,000	\$0	\$135,698
2.00 Public Way Aesthetics	\$142,911	\$0	\$3,068	\$0	\$6,107	\$152,086
3.00 Sustainability and Public Places	\$6,000	\$0	\$7,000	\$0	\$0	\$13,000
4.00 Economic/ Business Development	\$20,000	\$0	\$4,000	\$0	\$0	\$24,000
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$26,187	\$0	\$0	\$0	\$0	\$26,187
7.00 Personnel	\$80,000	\$0		\$0	\$0	\$80,000
	Sub-total	\$357,307	\$6,107			
GRAND TOTALS	Levy Total	\$363,414	\$31,450	\$30,000	\$6,107	\$430,971

LEVY ANALYSIS	
Estimated 2023 EAV:	\$101,890,903
Authorized Tax Rate Cap:	0.400%
Maximum Potential Levy limited by Rate Cap:	\$407,564
Requested 2023 Levy Amount:	\$363,414
Estimated Tax Rate to Generate 2022 Levy:	0.3567%

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE
AREA NO. 55.

[O2023-0004429]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a tax levy, scope of services, budget and management agreement for Special Service Area Number 55, 111th/Kedzie (O2023-0004429), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the

Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 55.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
55	1.250 percent	\$65,243	111 th /Kedzie Special Service Area Commission	Mount Greenwood Community and Business Association

Establishment Ordinance:

Date: December 12, 2012

Journal pages: pages 43344 through 43427.

Amendment(s) to Establishment Ordinance:

Date: December 15, 2021

Journal pages: pages 42222 through 42227.

Attached Budget reads as follows:

Budget.

Special Service Area # 55	
SSA Name:	111th Kedzie

2024 BUDGET SUMMARY

Budget and Services Period: January 1, 2024 through December 31, 2024

CATEGORY (Funded Categories Comprise Scope of Services)	2023 Levy		Carryover Funds	TIF Rebate Fund #546	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$14,506	\$252	\$0	\$11,621	\$174	\$26,553
2.00 Public Way Aesthetics	\$36,152	\$1,493	\$0	\$13,000	\$3,365	\$54,010
3.00 Sustainability and Public Places	\$0	\$100	\$0	\$0	\$0	\$100
4.00 Economic/ Business Development	\$0	\$100	\$0	\$0	\$0	\$100
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$149	\$149
6.00 SSA Management	\$9,940	\$0	\$0	\$0	\$0	\$9,940
7.00 Personnel	\$2,700	\$0		\$0	\$0	\$2,700
Sub-total	\$63,298	\$1,945				
GRAND TOTALS	Levy Total	\$65,243	\$0	\$24,621	\$3,688	\$93,552

LEVY ANALYSIS

Estimated 2023 EAV:	\$11,359,938
Authorized Tax Rate Cap:	1.250%
Maximum Potential Levy limited by Rate Cap:	\$141,999
Requested 2023 Levy Amount:	\$65,243
Estimated Tax Rate to Generate 2022 Levy:	0.5743%

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND AMENDMENT OF YEAR 2023 SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 75.

[O2023-0004432]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a tax levy, scope of services, budget and amendment for year 2023 management agreement for Special Service Area Number 75, Oak Street (O2023-0004432), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; and

WHEREAS, On November 16, 2022, the City Council enacted an ordinance (the "2022 Appropriation, Levy, and Agreement Ordinance"), which was published in the *Journal* for such date at pages 56521 through 56525, and which among other things, appropriated the sums necessary to provide the Special Services in and for the Area for 2023, levied the Services Tax for the year 2022, and authorized an agreement with Oak Street Council, an Illinois not-for-profit corporation, as the Service Provider (the "2023 Service Provider"), for the provision of the Special Services in 2023; and

WHEREAS, Pursuant to the 2022 Appropriation, Levy, and Agreement Ordinance, the City and the 2023 Service Provider entered into a Service Provider Agreement (the "2023 Service Provider Agreement"); and

WHEREAS, The City desires to increase the budget for Special Services in the Area in 2023 by \$65,045; and

WHEREAS, The City therefore desires to amend both the 2022 Appropriation, Levy, and Agreement Ordinance, as set forth below, and the 2023 Service Provider Agreement; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Amendment Of 2022 Appropriation, Levy, And Agreement Ordinance. The budget attached to Exhibit A of the 2022 Appropriation, Levy, and Agreement Ordinance is hereby deleted in its entirety and replaced with the budget attached as Exhibit A-1 hereto.

SECTION 7. Amendment To 2023 Service Provider Agreement. The Commissioner, or a designee of the Commissioner, are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver an amendment to the 2023 Service Provider Agreement consistent with Section 6 above and as authorized herein (the "2023 Service Provider Agreement Amendment"), and such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the 2023 Service Provider Agreement Amendment.

SECTION 8. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 9. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 10. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 11. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 75.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
75	0.62 percent	\$403,200	Oak Street Special Service Area Commission	Oak Street Council

Establishment Ordinance:

Date: December 16, 2020

Journal pages: pages 25240 through 25251.

Attached Budgets read as follows:

Budget.

Special Service Area # 75

SSA Name:

Oak Street

2024 BUDGET SUMMARY

Budget and Services Period: January 1, 2024 through December 31, 2024

CATEGORY (Funded Categories Comprise Scope of Services)	2023 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$169,800	\$0	\$10,000	\$0	\$0	\$179,800
2.00 Public Way Aesthetics	\$114,000	\$0	\$0	\$0	\$0	\$114,000
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$5,100	\$0	\$0	\$0	\$0	\$5,100
5.00 Public Health and Safety Programs	\$60,000	\$0	\$0	\$0	\$0	\$60,000
6.00 SSA Management	\$54,300	\$0	\$0	\$0	\$0	\$54,300
7.00 Personnel	\$0	\$0		\$0	\$0	\$0
	Sub-total	\$403,200	\$0			
GRAND TOTALS	Levy Total	\$403,200	\$10,000	\$0	\$0	\$413,200

LEVY ANALYSIS	
Estimated 2023 EAV:	\$104,745,847
Authorized Tax Rate Cap:	0.620%
Maximum Potential Levy limited by Rate Cap:	\$649,424
Requested 2023 Levy Amount:	\$403,200
Estimated Tax Rate to Generate 2022 Levy:	0.3849%

2023 Amended Budget.

Special Service Area # 75

SSA Name: Oak Street

AMENDED 2023 BUDGET SUMMARY

Budget and Services Period: January 1, 2023 through December 31, 2023

CATEGORY (Funded Categories Comprise Scope of Services)	2022 Levy		Carryover Funds	TIF Rebate Fund #	Estimated Late Collections and Interest	Total All Sources
	Collectable Levy	Estimated Loss Collection				
1.00 Customer Attraction	\$187,140	\$0	\$29,155	\$0	\$0	\$216,295
2.00 Public Way Aesthetics	\$109,060	\$0	\$0	\$0	\$0	\$109,060
3.00 Sustainability and Public Places	\$0	\$0	\$0	\$0	\$0	\$0
4.00 Economic/ Business Development	\$3,000	\$0	\$0	\$0	\$35,890	\$38,890
5.00 Public Health and Safety Programs	\$54,000	\$0	\$0	\$0	\$0	\$54,000
6.00 SSA Management	\$50,000	\$0	\$0	\$0	\$0	\$50,000
7.00 Personnel	\$0	\$0		\$0	\$0	\$0
Sub-total	\$403,200	\$0				
GRAND TOTALS	Levy Total	\$403,200	\$29,155	\$0	\$35,890	\$468,245

LEVY ANALYSIS

Estimated 2022 EAV:	\$104,745,847
Authorized Tax Rate Cap:	0.620%
Maximum Potential Levy limited by Rate Cap:	\$649,424
Requested 2022 Levy Amount:	\$403,200
Estimated Tax Rate to Generate 2021 Levy:	0.3849%

IMPOSITION OF TAX LEVY, APPROVAL OF YEAR 2024 BUDGET AND
EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE
AREA NO. 79.

[O2023-0004433]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a tax levy, scope of services, budget and management agreement for Special Service Area Number 79, Lawrence/Pulaski/Elston (O2023-0004433), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois; (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Act"); and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time; and

WHEREAS, The City Council (the "City Council") of the City of Chicago (the "City") has previously enacted a certain ordinance on the date specified on Exhibit A attached hereto and hereby made a part hereof and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at the pages specified on Exhibit A hereto, and amended on the date(s) specified on Exhibit A hereto and published in the *Journal* for such date(s) as specified on Exhibit A hereto (as amended from time to time, the "Establishment Ordinance") which established a certain special service area as indicated therein and as identified on Exhibit A hereto (the "Area") and authorized the levy of certain annual taxes, not to exceed the annual rate (the "Levy Cap") indicated therein and as described on Exhibit A hereto, of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City generally as specified in the Establishment Ordinance (the "Special Services"); and

WHEREAS, The Establishment Ordinance provided for the appointment of a certain special service area commission for the Area (the "Commission") to advise the City Council regarding the amount of the Services Tax for the Area to be levied and for the purpose of recommending to the City Council for the Area: (i) a yearly budget based upon the costs of providing the Special Services; (ii) an entity to serve as service provider (the "Service Provider"); (iii) an agreement between the City and the Service Provider for the provision of Special Services to the Area (the "Service Provider Agreement"); and (iv) a budget to be included in the Service Provider Agreement (the "Budget") (the aforementioned items (i) through (iv) shall be known collectively herein as the "Recommendations"); and

WHEREAS, The Commission identified on Exhibit A hereto has heretofore prepared and transmitted to the Commissioner of Planning and Development (the "Commissioner") their Recommendations to the City Council, including the Budget attached hereto as Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated into this text as if set out herein in full.

SECTION 2. Appropriations. There is hereby appropriated the sum in the amount and for the purposes necessary to provide the Special Services in and for the Area, the estimated amount of miscellaneous income and the amount required to be raised by the levy of the Services Tax indicated on Exhibit A hereto: Collectable Levy, Estimated Loss Collection, Carryover Funds, TIF Rebate Fund, and Estimated Late Collections and Interest.

SECTION 3. Levy Of Taxes. There is hereby levied pursuant to the provisions of: (i) Article VII, Sections 6(a) and 6(l)(2) of the Constitution of the State of Illinois; (ii) the Act; and (iii) the Establishment Ordinance, the sum of the "Total Requested Levy" indicated on Exhibit A hereto as the amount of the Services Tax for the Area for the tax year 2023.

SECTION 4. Filing. The City Clerk of the City (the "City Clerk") is hereby ordered and directed to file in the Office of the County Clerk of Cook County, Illinois (the "County Clerk") a certified copy of this ordinance on or prior to December 26, 2023, and the County Clerk shall thereafter extend for collection together with all other taxes to be levied by the City, the Services Tax herein provided for, said Services Tax to be extended for collection by the County Clerk for the tax year 2023 against all the taxable property within the Area, the amount of the Services Tax herein levied to be in addition to and in excess of all other taxes to be levied and extended against all taxable property within the Area.

SECTION 5. Service Provider Agreement. The Commissioner, or a designee of the Commissioner (each, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel as to form and legality, to enter into, execute and deliver a Service Provider Agreement as authorized herein with the entity indicated on Exhibit A hereto as the Service Provider, for a one-year term in a form acceptable to such Authorized Officer, along with such other supporting documents, if any, as may be necessary to carry out and comply with the provisions of the Service Provider Agreement. The Budget shall be attached to the Service Provider Agreement as an exhibit. Upon the execution of the Service Provider Agreement and the receipt of proper documentation, the Authorized Officer and the City Comptroller are each hereby authorized to disburse the sum appropriated pursuant to Section 2 above to the Service Provider in consideration for the provision of the Special Services described in the Budget. The Department of Planning and Development shall promptly make a copy of the executed Service Provider Agreement (and any amendments thereto) readily available for public inspection. The Authorized Officer is also authorized to sign amendments to the Service Provider Agreement entered into pursuant to this Section 5 so long as such amendments do not alter the identity of the Service Provider and/or the amounts appropriated and/or levied pursuant to Sections 2 and 3 hereof.

SECTION 6. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 7. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 8. Publication. This ordinance shall be published by the City Clerk, in special pamphlet form, and made available in her office for public inspection and distribution to members of the public who may wish to avail themselves of a copy of this ordinance.

SECTION 9. Effective Date. This ordinance shall take effect 10 days after its passage and publication.

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

Exhibit "A".

Special Service Area No. 79.

Area	Levy Cap	Total Requested Levy	Commission	Service Provider
79	1.50 percent	\$308,057	Lawrence/Pulaski/Elston Special Service Area Commission	Pulaski Elston Business Association

Establishment Ordinance:

Date: December 15, 2011

Journal pages: pages 42332 through 42353.

Amendment(s) to Establishment Ordinance:

None.

Attached Budget reads as follows:

Budget.

Special Service Area # 79						
SSA Name:	Lawrence/Pulaski/Elston					
2024 BUDGET SUMMARY						
Budget and Services Period: January 1, 2024 through December 31, 2024						
	2023 Levy					
CATEGORY (Funded Categories Comprise Scope of Services)	Collectable Levy	Estimated Loss Collection	Carryover Funds	TIF Rebate Fund #0D41	Estimated Late Collections and Interest	Total All Sources
1.00 Customer Attraction	\$48,100	\$0	\$0	\$0	\$0	\$48,100
2.00 Public Way Aesthetics	\$154,000	\$9,211	\$55,000	\$0	\$0	\$218,211
3.00 Sustainability and Public Places	\$5,000	\$0	\$2,000	\$0	\$0	\$7,000
4.00 Economic/ Business Development	\$0	\$0	\$0	\$0	\$0	\$0
5.00 Public Health and Safety Programs	\$0	\$0	\$0	\$0	\$0	\$0
6.00 SSA Management	\$27,450	\$0	\$0	\$0	\$0	\$27,450
7.00 Personnel	\$64,296	\$0		\$0	\$0	\$64,296
Sub-total:	\$298,846	\$9,211				
GRAND TOTALS	Levy Total	\$308,057	\$57,000	\$0	\$0	\$365,057

LEVY ANALYSIS	
Estimated 2023 EAV:	\$63,261,449
Authorized Tax Rate Cap:	1.500%
Maximum Potential Levy limited by Rate Cap:	\$948,922
Requested 2023 Levy Amount:	\$308,057
Estimated Tax Rate to Generate 2022 Levy:	0.4870%

PUBLIC HEARING ON ENLARGEMENT OF BOUNDARIES, IMPOSITION OF TAX LEVY, APPROVAL OF BUDGET, EXTENSION OF TAX LEVY PERIOD AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 18.

[O2023-0004424]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a public hearing on enlargement of boundaries, imposition of tax levy, approval of budget, extension of tax levy period and execution of service provider agreement for Special Service Area Number 18, North Halsted Street (O2023-0004424), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(I) and 7(6) of the Constitution of the State of Illinois, (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Special Service Area Tax Law"), and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On December 09, 2009, the City Council of the City of Chicago (the "City Council") enacted an ordinance (the "Establishment Ordinance") which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 79955 through 80045, and which established an area known and designated as City of Chicago Special Service Area Number 18 (the "Original Area") and authorized the levy of an annual tax, for the period beginning in 2009 through and including 2023 (the "Original Levy Period"), not to exceed an annual rate of 0.55 percent of the equalized assessed value of the taxable property therein (the "Original Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago (the "City") generally (the "Original Special Services"); and

WHEREAS, The Establishment Ordinance established the Original Area as that territory consisting Halsted Street, from the north side of Belmont Avenue to the south side of Grace Street and on Broadway, from the north side of Grace Street to the south side of Irving Park Road; the north side of Belmont Avenue and both sides of Melrose Street, Aldine Avenue, Buckingham Place, Roscoe Street, Newport Avenue, Cornelia Avenue, Brompton Avenue, Addison Street, Waveland Avenue, Bradley Place and the south side of Grace Street to the alley on either side of Halsted Street and the north side of Grace Street and both sides of Sheridan Road, Dakin Street and the south side of Irving Park Road to the alley on either side of Broadway; and both sides of Clarendon Avenue, from Sheridan Road to the south side of Irving Park Road; and

WHEREAS, The Original Special Services authorized in the Establishment Ordinance include, but are not limited to: maintenance and beautification activities; the recruitment and promotion of new businesses to the Area and retention and promotion of existing business within the Area; coordinated marketing and promotional activities; strategic planning for the general development of the Area; financing of storefront facade and signage improvements; security programs; and other technical assistance activities to promote commercial and economic development, including, but not limited to, streetscape improvements, strategic transit/parking improvements, including parking management studies; and enhanced local land use oversight and control initiatives, such as monitoring zoning and building code compliance; and

WHEREAS, The City now desires to: (i) enlarge the boundaries of the Original Area (as enlarged, the "Area"), (ii) authorize certain special services in the Area distinct from the Original Special Services (the "Special Services"), (iii) increase the maximum rate of the Original Services Tax from an annual rate of 0.55 percent to 0.65 percent of the

equalized assessed value of the taxable property within the Area (the "Services Tax"), and (iv) authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Levy Period to a period from tax year 2023 through and including tax year 2037 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 18, (ii) the authorization of certain Special Services in the Area distinct from the Original Special Services, (iii) the authorization of the Services Tax at an annual rate of 0.65 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(b) the Area is contiguous; and

(c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), in order to consider: (i) the enlargement of the boundaries of the Original Area to the Area while keeping its designation as City of Chicago Special Service Area Number 18, (ii) the authorization of the Special Services distinct from the Original Special Services, (iii) the authorization of the Services Tax at an annual rate of 0.65 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of 0.65 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2023 through and including 2037. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2023 is \$491,509. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are

anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Halsted Street, between Irving Park Road and Belmont Avenue.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing
City Of Chicago Special Service Area No. 18.

Notice is hereby given that at _____ o'clock __.M., on the ____ day of _____, 2023 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 18. The matters shall include: (i) enlarging the boundaries of the Original Area to the boundaries of the Area while keeping the designation as City of Chicago Special Service Area Number 18, (ii) authorizing the Special Services distinct from the Original Special Services, (iii) authorizing the Services Tax at an annual rate of 0.65 percent in the Area, and (iv) authorizing the extension of the Original Levy Period for which the levy of the Services Tax is authorized within the Area from tax years 2023 through and including tax year 2037. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.65 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2023 is \$491,509. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time. The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Halsted Street, between Irving Park Road and Belmont Avenue.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the enlargement of the boundaries of the Original Area to the Area while keeping the designation as City of Chicago Special Service Area Number 18, (ii) the authorization of the Special Services distinct from the Original Special Services, (iii) the authorization of the Services Tax at an annual rate not to exceed 0.65 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Levy Period to the period from tax year 2023 through and including tax year 2037, may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to: (i) the enlargement of the boundaries of the Original Area to the Area while keeping the designation as City of Chicago Special Service Area Number 18, (ii) the authorization of the Special Services distinct from the Original Special Services, (iii) the authorization of the Services Tax at an annual rate not to exceed 0.65 percent of the equalized assessed value of the taxable property within the Area, and/or (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Original Levy Period to the period from tax year 2023 through and including tax year 2037, is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2023.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. This ordinance shall control over any provision of any other ordinance, resolution, motion, or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 18.

Legal Description:

All that part of the east half of Section 20 and the northwest and southwest fractional quarters of Section 21 in Township 40 North, Range 14, East of the Third Principal Meridian, more particularly described as follows:

beginning at the northwest corner of Lot 6 in Block 2 of the Equitable Trust Company's Subdivision of parts of said Sections 20 and 21, being also the point of intersection of the south line of West Irving Park Road and the east line of North Clarendon Avenue; thence east along said south line of West Irving Park Road, 170 feet to the west line of the 16-foot public alley lying east of and adjoining Lots 4, 5 and 6 in Block 2 of the Equitable Trust Company's Subdivision, aforesaid; thence south along the west line of said 16-foot public alley, 381.4 feet to the southeast corner of Lot 4, aforesaid; thence west along the south line of said Lot 4, 70 feet to the northeast corner of Lot 11 in Block 2 of Peleg Hall's Addition to Chicago in said northwest fractional quarter of

Section 21; thence south along the east line of Lots 7, 9, 10 and 11 in Block 2 of Peleg Hall's Addition to Chicago, aforesaid, and along the southerly extension thereof, across West Sheridan Road, south along the east line of Lot 7 in Block 3 of Peleg Hall's Addition to Chicago, aforesaid, along the east line of Lots 9 to 15 in said Block 3, being also the west line of the 16-foot north/south public alley lying east of and adjoining part of said Lot 9 and Lots 10 to 15, and continuing south along the southerly extension of said west line of the 16-foot public alley across West Grace Street, 802.93 feet to the southerly line thereof; thence westerly along said southerly line of West Grace Street, 94.71 feet to the easterly line of North Broadway, being also the northwest corner of Lot 1 in the subdivision of Lot 14 in Block 5 of Hundley's Subdivision of Lots 3 to 21 and 33 to 37 in Pine Grove, being a subdivision of fractional Section 21, aforesaid; thence southerly, 147.13 feet to the point of intersection of the westerly extension of North Broadway and the east line of North Halsted Street, being also the most northerly corner of Lot 1 in Bradley's Subdivision of Block 4 of Hundley's Subdivision, aforesaid; thence southerly along said westerly extension of North Broadway and the easterly line of Lots 1 and 2 in Bradley's Subdivision, aforesaid, 364.5 feet to the southeast corner of said Lot 2; thence west along the south line of said Lot 2, 139.6 feet to the southwest corner thereof, being also a point on the east line on North Halsted Street; thence south along said east line of North Halsted Street, being also the west line of Lots 3 and 4 in Bradley's Subdivision, aforesaid, 100 feet to the southwest corner of said Lot 4; thence east along said south line of Lot 4, 100 feet to the northeast corner of Lot 5 in Bradley's Subdivision, aforesaid; thence south along the east line of said Lot 5 and the southerly extension of said east line across West Waveland Avenue, 206 feet to the south line thereof; thence east along the south line of West Waveland Avenue, 49.80 feet to the northwest corner of Lot 1 in the subdivision of Block 9 of Hundley's Subdivision, aforesaid; thence southerly along the west and westerly extension of Lots 1 to 9 in the subdivision of Block 9, aforesaid, being also the easterly line of the public alley lying west and westerly of said Lots 1 to 9, 462.2 feet to the easterly extension of the south line of Lot 18 in said subdivision of Block 9; thence west along said easterly extension of the south line of Lot 18 and along the south line of said Lot 18, being also the north line of the 16-foot public alley lying south of and adjoining said Lot 18, 223.13 feet to the northerly extension of the west line of the east 85 feet of Lots 1, 2 and 3 in the subdivision of Lots 15, 16 and 17 of Block 9 of Hundley's Subdivision, aforesaid, being also the east line of the parcel bearing Permanent Index Number 14-21-107-009; thence south along said northerly extension of the east line of the parcel bearing Permanent Index Number 14-21-107-009, along said east line and along the southerly extension thereof, 199 feet to the centerline of West Addison Street, 66 feet wide; thence east along said centerline of West Addison Street, 85 feet to the northerly extension of the east line of Lot 15 in Hambleton and Howe's Subdivision of Block 10 in Hundley's Subdivision, aforesaid; thence south along said northerly extension of the east line of Lot 15, along the east line thereof and along the west line of the east 50 feet of Lot 14 in Hambleton and Howe's Subdivision of Block 10, aforesaid, 246.85 feet to the north line of Lot 10 in Tilts' Addition to Lakeview, being a resubdivision of part of Hambleton and Howe's Subdivision of Block 10 in Hundley's Subdivision, aforesaid; thence west along the north line of said Lot 10, 25 feet to the northeast corner of Lot 11 in Tilts' Addition to Lakeview, aforesaid; thence south along the east line of said Lot 11 and along the southerly

extension thereof, 93.05 feet to the centerline of West Brompton Avenue, 66 feet wide; thence west along said centerline of West Brompton Avenue, 60 feet to the northerly extension of the east line of Lot 1 in the subdivision of Lots 1, 2, 3, 4 and 5 in the resubdivision of Lots 12, 13 and 14 in Tilts' Addition to Lakeview, aforesaid, being also the northerly extension of the west line of the 10-foot public alley lying east of Lots 1 to 4 in said subdivision; thence south along the northerly extension of the west line of said 10-foot public alley and along the west line thereof, 182.1 feet to the southeast corner of Lot 4 in the subdivision of Lots 1, 2, 3, 4 and 5, aforesaid; thence east along the south line of said Lot 4, 35 feet to the east line of the west 100 feet of Lots 10 and 11 in Hambleton and Howe's Subdivision of Block 10 in Hundley's Subdivision, aforesaid; thence south along said east line of the west 100 feet of Lots 10 and 11 and along the southerly extension thereof, 158 feet to the centerline of West Cornelia Avenue, 66 feet wide; thence west along said centerline of West Cornelia Avenue, 8.42 feet to the northerly extension of the east line of the west 91.58 feet of Block 14 in Hundley's Subdivision, aforesaid; thence south along said northerly extension of the east line of the west 91.58 feet of Block 14 in Hundley's Subdivision, aforesaid and along the east line thereof, 81 feet to the south line of the north 48 feet of said Block 14; thence east along said south line of the north 48 feet of Block 14, 29.14 feet to the east line of the west 120 feet of said Block 14; thence south along said east line of the west 120 feet of Block 14, 249 feet to the north line of Lot 24 in Hale's Subdivision of Block 15 in Hundley's Subdivision, aforesaid; thence east along the north line of Lot 24 in Hale's Subdivision, aforesaid, 120 feet to the northeast corner of said Lot 24; thence south along the east line of said Lot 24 and along the east line of Lots 21, 22 and 23 in Hale's Subdivision, aforesaid, 175 feet to the north line of the south 25 feet of said Lot 21; thence west along said north line of the south 25 feet of Lot 21, 120 feet to the east line of the west 120 feet of said Lot 21; thence south along said east line of the west 120 feet of Lot 21 and along the east line of the west 120 feet of said Lots 19 and 20 in Hale's Subdivision, aforesaid, 156 feet to the centerline of West Roscoe Street, 66 feet wide; thence east along said centerline of West Roscoe Street, 5 feet to the northerly extension of the east line of the 16-foot public alley lying west of and adjoining Lots 11 and 28 in W.J. Haerther's North Shore Addition in Pine Grove, aforesaid; thence south along the northerly extension of the east line of said 16-foot public alley, along said east line and along the southerly extension thereof, 331.56 feet to the centerline of West Buckingham Place, 66 feet wide; thence east along said centerline of West Buckingham Place, 50.11 feet to the northerly extension of the east line of a parcel of land bearing the Permanent Index Number 14-21-309-074, said line being 50.11 feet east of and parallel with the west line of Lot 10 in the subdivision of part of Lot 1 and Lots 2, 3 and 4 in the subdivision of Lot 39 in Pine Grove and part of Lot 15 in Block 2 in Clark and McDonnell's Addition to Lakeview, being a subdivision of Lots 31 and 32 in said Pine Grove; thence south along the northerly extension of said parallel line and along said parallel line, 87.72 feet to the intersection of a line 54.72 feet south of and parallel with the north line of Lots 10 and 11 in the subdivision of part of Lot 1 and Lots 2, 3 and 4 in the subdivision of Lot 39 in Pine Grove and part of Lot 15 in Block 2 in Clark and McDonnell's Addition to Lakeview, being a subdivision of Lots 31 and 32 in said Pine Grove; thence west along said line 54.72 feet south of and parallel with the north line of Lots 10 and 11, 23.11 feet to a point on a line parallel with the west line of

said Lot 10; thence south along said parallel line, 6.0 feet to a point on a line parallel with the north line of said Lots 10 and 11; thence west along said parallel line, 27 feet to the west line of said Lot 10, being also the east line of the 16-foot public alley lying west of and adjoining Lot 10 and Lot 7 in the subdivision of part of Lot 1 and Lots 2, 3 and 4 in the subdivision of Lot 39 in Pine Grove and part of Lot 15 in Block 2 in Clark and McDonnell's Addition to Lakeview, being a subdivision of Lots 31 and 32 in said Pine Grove; thence south along the east line of said 16-foot public alley and the southerly extension thereof, 238.57 feet to the centerline of West Aldine Avenue, 66 feet wide; thence east along said centerline of West Aldine Avenue, 25 feet to the northerly extension of the west line of the 16-foot public alley lying east of and adjoining Lots 17 to 24 in the resubdivision of Block 40 in Pine Grove, aforesaid; thence south along the northerly extension of the west line of said 16-foot public alley and along the west line thereof, 105 feet to the southeast corner of Lot 20 in said resubdivision of Block 40 in Pine Grove; thence west along the south line of said Lot 20, 65 feet to the east line of the west 85 feet of Lots 21, 22, 23 and 24 in said resubdivision of Block 40 in Pine Grove; thence south along said east line of the west 85 feet of Lots 21, 22, 23 and 24 and along the southerly extension thereof, 130 feet to the centerline of West Melrose Street, 60 feet wide; thence east along said centerline of West Melrose Street, 65 feet to the northerly extension of the west line of the 16-foot public alley lying east of and adjoining Lots 63 to 68 in the resubdivision of Block 40 in Pine Grove, aforesaid; thence south along the northerly extension of the west line of said 16-foot public alley and along said west line thereof, 177.4 feet to the north line of the 16-foot public alley lying south of and adjoining said Lot 68 in the resubdivision of Block 40 in Pine Grove; thence west along the north line of said 16-foot public alley, 150 feet to the east line of North Halsted Street; thence south along said east line of North Halsted Street, 80 feet to the south line of the north 64 feet of Block 41 in Pine Grove, aforesaid; thence east along said south line of the north 64 feet of Block 41, 72 feet to the east line of the west 72 feet of that part of said Block 41 lying east of the east line of North Halsted Street; thence south along said east line of the west 72 feet of that part of Block 41 lying east of the east line of North Halsted Street, 102.7 feet to the north line of West Belmont Avenue; thence west along said north line of West Belmont Avenue, 72 feet to the east line of North Halsted Street; thence west across said North Halsted Street, 66 feet to the southeast corner of Lot 1 in Hambleton, Weston and Davis' Subdivision of the south half of the southeast quarter of the southeast quarter of said Section 20; thence west along said south line of Lot 1, being also the north line of West Belmont Avenue, 50.40 feet to the west line of the east 50.40 feet of said Lot 1; thence north along said west line of the east 50.40 feet of Lot 1 and Lot 2 in Hambleton, Weston and Davis' Subdivision, aforesaid, 74 feet to the south line of the north 26 feet of said Lot 2; thence west along said south line of the north 26 feet of Lot 2, 39.60 feet to the east line of the west half of Lots 2 and 3 in Hambleton, Weston and Davis' Subdivision, aforesaid; thence north along said east line of the west half of Lots 2 and 3, 51 feet to the north line of south half of said Lot 3; thence east along said north line of south half of Lot 3, 90 feet to the west line of North Halsted Street; thence north along said west line of North Halsted Street, 62.5 feet to the north line of the south three-quarters of Lot 4 in Hambleton, Weston and Davis' Subdivision, aforesaid; thence west along said north line of the south three-quarters of Lot 4,

180 feet to the west line of said Lot 4, being also the east line of North Dayton Street; thence north and northwesterly along the east and northeasterly line of North Dayton Street, 297.04 feet to the northwest corner of Lot 9 in Hambleton, Weston and Davis' Subdivision, aforesaid; thence east along the north line of said Lot 9, being also the south line of the 16-foot public alley lying north of and adjoining said Lot 9, 170 feet to the southwest corner of Lot 6 in Weston's Subdivision of Lots 10, 11 and 12 in Hambleton, Weston and Davis' Subdivision, aforesaid; thence north along the west line of Lots 1 to 6 in Weston's Subdivision, aforesaid, being also the east line of the 16-foot public alley lying west and adjoining said lots and along the northerly extension thereof, 182 feet to the centerline of West Aldine Avenue, 66 feet wide; thence east along said centerline of West Aldine Avenue, 9 feet to the southerly extension of the west line of the 16-foot public alley lying east of and adjoining Lots 29 and 40 in Block 2 of Buckingham's Subdivision of Block 4 in Circuit Court Partition of the north three quarters of the east half of the southeast quarter of said Section 20; thence north along the southerly extension of the west line of said 16-foot public alley, along said west line and along the northerly extension thereof, 330.94 feet to the centerline of West Buckingham Place, 66 feet wide; thence east along said centerline of West Buckingham Place, 71 feet to the southerly extension of the west line of Lot 2 in the subdivision of Lots 39 and 40 in Block 1 of Buckingham's Subdivision, aforesaid; thence north along said southerly extension of the west line of Lot 2 and along said west line, 98.11 feet to the south line of Lot 41 in Block 1 of Buckingham's Subdivision, aforesaid; thence west along said south line of Lot 41 and the westerly extension thereof, 71 feet to the east line of Lot 38 in said Block 1 of Buckingham's Subdivision, being also the west line of the 16-foot public alley east of and adjoining Lots 38 and 49 in said Block 1; thence north along the west line of said 16-foot public alley, along the northerly extension thereof, across West Roscoe Street and along the west line of the 16-foot public alley lying east of Lots 86 and 98 in Feinberg's Sheridan Drive Addition, 473 feet to the westerly extension of the north line of Lot 89 in Feinberg's Sheridan Drive Addition, aforesaid; thence east along said westerly extension of the north line of Lot 89 and along the north line thereof, 65.25 feet to the east line of the west 49.25 feet of Lots 88 and 87 in Feinberg's Sheridan Drive Addition, aforesaid; thence north along said east line of the west 49.25 feet of Lots 88 and 87 and along the northerly extension thereof, 82 feet to the centerline of West Newport Avenue, 66 feet wide; thence west along said centerline of West Newport Avenue, 65.25 feet to the southerly extension of the west line of the 16-foot public alley lying east of and adjoining Lot 6 in Feinberg's Sheridan Drive Addition, aforesaid; thence north along the southerly extension of the west line of the 16-foot public alley east of and adjoining said Lot 6, along said west line, along the west line of the 16-foot public alley lying east of and adjoining Lot 36 in Mitchell and O'Dea's Subdivision of Lot 2 (except the south 49 feet thereof, and except part conveyed to the northwestern elevated railroad company) in Circuit Court Partition, aforesaid, said west line extended north across West Cornelia Avenue, along the west line of the 16-foot public alley lying east of and adjoining Lots 25 to 45 in Benton's Addison Street Addition in the east half of the southeast quarter of said Section 20, lying east of and adjoining Lot 2 in the subdivision of Lots 46, 47 and 48 in Benton's Subdivision, aforesaid, and the northerly extension thereof, 1,023.76 feet to the north line of the southeast quarter of said Section 20; thence west along the north line of the southeast quarter of said

Section 20, 155.31 feet to the southerly extension of the west line of the east half of Block 16 in Laflin, Smith and Dyer's Subdivision of the northeast quarter (except $1^{28}/_{100}$ acres of the northeast corner) of said Section 20; thence north along said southerly extension of the west line of the east half of Block 16 and along the west line thereof, 290.75 feet to the north line of the southeast quarter of said Block 16; thence east along said north line of the southeast quarter of Block 16, 150 feet to the west line of the east half of the northeast quarter of said Block 16; thence north along said west line of the east half of the northeast quarter of Block 16 and the northerly extension thereof, 330.75 feet to the centerline of West Waveland Avenue, 80 feet wide; thence east along said centerline of West Waveland Avenue, 30 feet to the southerly extension of the west line of the 16-foot public alley lying east and adjoining Lot 7 in Timothy C. Bradley Trustee's Subdivision of Lots 6 and 7 in Bradley, Cookson and Bradley's Subdivision of Block 9 of Laflin, Smith and Dyer's Subdivision, aforesaid; thence north along said southerly extension of the west line of the 16-foot public alley and along the west line thereof, 177 feet to the northeast corner of said Lot 7 in Timothy C. Bradley Trustee's Subdivision, aforesaid; thence west along the north line of said Lot 7, being also the south line of the 16-foot public alley lying north of and adjoining said Lot 7, 20.47 feet to the southerly extension of the west line of the 16-foot public alley lying east of and adjoining Lot 6 in the subdivision of Lots 4, 5 and 8 in Bradley, Cookson and Bradley's Subdivision, aforesaid; thence north along the southerly extension of the west line of said 16-foot public alley, along said west line and along the northerly extension thereof, 185.95 feet to the centerline of West Bradley Place, 60 feet wide; thence east along said centerline of West Bradley Place, 175 feet to the east line of the northeast quarter of said Section 20; thence north along the east line of the northeast quarter of said Section 20, 30 feet to the easterly extension of the north line of West Bradley Place, 60 feet wide; thence west along said easterly extension of the north line of West Bradley Place and along the north line thereof, 304.71 feet to the southeast corner of Lot 9 in Burley's Subdivision of Lot 2 (except the north $16\frac{1}{2}$ feet thereof) and Lot 3 (except the south 30 feet thereof dedicated for a street) in Bradley, Cookson and Bradley's Subdivision, aforesaid; thence north along the east line of said Lot 9, 151.72 feet to the northeast corner thereof; thence west along the north line of said Lot 9 and along the north line of Lot 10 in Burley's Subdivision, aforesaid, 56.87 feet to the southeast corner of Lot 7 in the subdivision of the north 174.5 feet of Block 9 in Laflin, Smith and Dyer's Subdivision, aforesaid; thence north along the east line of said Lot 7 and along the northerly extension thereof, 214.5 feet to the centerline of West Grace Street, 80 feet wide; thence east along said centerline of West Grace Street, 52.91 feet to the southerly extension of the west line of Lot 8 in Assessor's Division of Block 8 in Laflin, Smith and Dyer's Subdivision, aforesaid; thence north along said southerly extension of the west line of Lot 8 and along the east line of Lot 7 in Assessor's Division of Block 8, aforesaid, 181.3 feet to the westerly extension of the south line of Lot 7 in S.H. Kerfoot's Subdivision of the north $3\frac{1}{2}$ acres of the east 4 acres in Block 8 of Laflin, Smith and Dyer's Subdivision, aforesaid; thence east along said westerly extension of the south line of Lot 7 and along said south line thereof, 25 feet to the east line of the west 9 feet of said Lot 7; thence north along said east line of the west 9 feet of Lot 7, 6.3 feet to the north line of the south 6.30 feet of said Lot 7; thence east along said north line of the south 6.30 feet of Lot 7, 152.82 feet to the west line of the

east 91.87 feet of said Lot 7; thence north along said west line of the east 91.87 feet of Lot 7, 0.30 feet to a point 296.41 feet south of the north line of Lot 1 in S.H. Kerfoot's Subdivision, aforesaid; thence northeasterly, 1.16 feet to a point on the west line of the east 89.42 feet of Lot 6 in S.H. Kerfoot's Subdivision, aforesaid, being 289.67 feet south of the north line of said Lot 1; thence north along said west line of the east 89.42 feet of Lot 6, 27.12 feet to a line lying 262.55 feet south of and parallel with the north line of said Lot 1; thence west along said line lying 262.55 feet south of and parallel with the north line of said Lot 1, 0.5 feet to the west line of the east 89.92 feet of said Lot 6; thence north along said west line of the east 89.92 feet of Lot 6, 12.05 feet to a line lying 250.5 feet south of and parallel with the north line of said Lot 1; thence west along said line lying 250.5 feet south of and parallel with the north line of Lot 1, 21.01 feet to the east line of the west 142.68 feet of Lots 1 to 6 in S.H. Kerfoot's Subdivision, aforesaid; thence north along said east line of the west 142.68 feet of Lots 1 to 6 and along the northerly extension thereof, 328.42 feet to the centerline of West Sheridan Road, 80 feet wide; thence west along said centerline of West Sheridan Road, 15.8 feet to the southerly extension of the east line of the 16-foot public alley lying west of and adjoining Lot 38 in the Owner's Subdivision of Block 1 in Laflin, Smith and Dyer's Subdivision, aforesaid; thence north along the southerly extension of the east line of said 16-foot public alley, along said east line, being also the west line of Lots 38, 39 and part of 40 in the Owner's Subdivision, aforesaid, along the northeasterly line of said 16-foot public alley, being also the southeasterly line of part of said Lot 40 and the southeasterly line of Lots 41 to 43 in the Owner's Subdivision, aforesaid, across West Dakin Street and along the northeasterly line of the 16-foot public alley, being also the southeasterly line of Lots 1 to 3 in the Owner's Subdivision, aforesaid, 532.85 feet to the southeast corner of an alley vacated by ordinance passed May 5, 1980, recorded July 23, 1980 by Document Number 25524414; thence west along the south line of said vacated alley, the south line of Lots 6 and 7 in the Owner's Subdivision, aforesaid, being also the north line of the 16-foot public alley lying south of and adjoining said lots, 145.85 feet to the southwest corner of said Lot 7; thence north along the west line of said Lot 7, 124.04 feet to the northwest corner thereof, being also a point on the south line of West Irving Park Road, 73 feet wide; thence east along said south line of West Irving Park Road, 226.1 feet to the southwesterly line of North Broadway, being also the northeast corner of Lot 5 in the Owner's Subdivision, aforesaid; thence easterly across North Broadway, 69.93 feet to the intersection of the northeast line thereof, and the south line of West Irving Park Road, 66 feet wide; thence east along said south line of West Irving Park Road, across North Clarendon Avenue, 207.1 feet to the point of beginning, all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

14-20-203-019-0000	14-20-207-038-1008	14-20-223-049-1006	14-20-230-018-0000
14-20-204-001-0000	14-20-207-038-1009	14-20-223-049-1007	14-20-230-019-0000
14-20-204-002-0000	14-20-207-038-1010	14-20-223-049-1008	14-20-230-020-0000
14-20-204-004-0000	14-20-207-038-1011	14-20-223-049-1009	14-20-407-023-0000
14-20-204-005-0000	14-20-207-038-1012	14-20-223-049-1010	14-20-407-024-0000
14-20-204-006-1001	14-20-207-038-1013	14-20-223-049-1011	14-20-407-025-0000
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14-21-107-025-1030	14-21-300-014-0000	14-21-309-074-1004	

PUBLIC HEARING ON ENLARGEMENT OF BOUNDARIES IMPOSITION OF TAX LEVY, APPROVAL OF BUDGET, EXTENSION OF TAX LEVY PERIOD AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 44.

[O2023-0004428]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a public hearing on authorization of enlarging the boundaries, approval of budget and extension of tax levy period and execution of service provider agreement for Special Service Area Number 44, the 103rd Street-Beverly Commission (O2023-0004428), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Special Service Area Tax Law"), and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On November 7, 2007, the City Council of the City of Chicago (the "City Council") enacted an ordinance, which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 13653 through 13724, as amended on December 12, 2007, and published in the *Journal* for such date at pages 17060 through 17063 (collectively the "Establishment Ordinance") which established an area known and designated as City of Chicago Special Service Area Number 44 (the "Initial Area") and authorized the levy of an annual tax, for the period beginning in 2007 through and including 2016 (the "Initial Period"), not to exceed an annual rate of two and a half percent (2.5%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Initial Special Services"); and

WHEREAS, On December 9, 2015, the City Council enacted an ordinance (the "Second Ordinance") which was published in the *Journal* for such date at pages 14757 through 14768, and which enhanced an area known and designated as City of Chicago Special Service Area Number 44 (the "Second Area") and authorized the levy of an annual tax, for the period beginning in year 2015 through and including tax 2029 (the, "Second Levy Period") not to exceed an annual rate of 2.5 percent of the equalized assessed value of the taxable property therein to provide certain special services in and for the Area in addition to the services provided by and to the City generally (the "Second Special Services"); and

WHEREAS, The Second Ordinance established the Second Area consisting of Walden Parkway, from 99th Street to 107th Street, and from Longwood Drive to Wood Street along 103rd Street; and

WHEREAS, The Second Special Services authorized in the Second Ordinance include but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The City now desires to: (i) enlarge the boundaries of the Second Area (as enlarged, the "Area"), (ii) authorize certain special services in the Area distinct from the Second Special Services (the "Special Services"), (iii) authorize the Services Tax at an annual rate of 2.5 percent of the equalized assessed value of the taxable property within the Area, and (iv) authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Second Levy Period to a period from tax year 2023 through and including tax year 2037 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to: (i) the enlargement of the boundaries of the Second Area to the Area while keeping its designation as City of Chicago Special Service Area Number 44, (ii) the authorization of the Special Services in the Area distinct from the Second Special Services, (iii) the authorization of the Services Tax at an annual rate of 2.5 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(b) the Area is contiguous; and

(c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), in order to consider: (i) the enlargement of the boundaries of the Second Area to the Area while keeping its designation as City of Chicago Special Service Area Number 44, (ii) the authorization of the Special Services distinct from the Second Special Services, (iii) the authorization of the Services Tax at an annual rate of 2.5 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of 2.5 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2023 through and including 2037. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2023 is \$61,749. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The

Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists of Walden Parkway, from 95th Street to 107th Street and west to Longwood Drive and east to Wood Street at 103rd Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing
City Of Chicago Special Service Area No. 44.

Notice is hereby given that at _____ o'clock __.M., on the _____ day of _____, 2023 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 44. The matters shall include: (i) enlarging the boundaries of the second special service area while keeping the designation as City of Chicago Special Service Area Number 44 (as enlarged, the "Area"), (ii) authorizing certain special services in the Area distinct from the second special services authorized to be provided (the "Special Services"), (iii) authorizing the Services Tax at an annual rate of 2.5 percent in the Area, and (iv) authorizing the extension of the Second Levy Period for which the levy of the Services Tax is authorized within the Area through and including tax year 2037. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 2.5 percent of the equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2023 is \$61,749. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of Walden Parkway, from 95th Street to 107th Street and west to Longwood Drive and east to Wood Street at 103rd Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by: (i) the enlargement of the boundaries of the second special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 44, (ii) the authorization of the Special Services in the Area distinct from the second special services provided therein, (iii) the authorization of the Services Tax at an annual rate not to exceed 2.5 percent of the equalized assessed value of the taxable property within the Area, and (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the second levy period to the period from tax year 2023 through and including tax year 2037, may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to: (i) the enlargement of the boundaries of the second special service area to the Area while keeping the designation as City of Chicago Special Service Area Number 44, (ii) the authorization of the Special Services in the Area distinct from the second special services provided therein, (iii) the authorization of the Services Tax at an annual rate not to exceed 2.5 percent of the equalized assessed value of the taxable property within the Area, and/or (iv) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the second levy period to the period from tax year 2023 through and including tax year 2037, is filed with the

City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2023.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. This ordinance shall control over any provision of any other ordinance, resolution, motion, or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 44.

Legal Description:

That part of the east half of Section 7 and the west half of the northeast quarter of Section 18, in Township 37 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

beginning at the intersection of the centerline of Wood Street with the centerline line of 103rd Street, being also the intersection of the east line of the west half of the southeast quarter with the south line of the southeast quarter of Section 7 aforesaid; thence south along said centerline of Wood Street to the easterly extension of the centerline of the 16-foot-wide alley south of 103rd Street; thence west along said easterly extension and the

centerline line of the 16-foot-wide alley south of 103rd Street to an angle point in said centerline; thence northwesterly along said centerline of the 16-foot-wide alley south of 103rd Street to an angle point in said centerline; thence west along said centerline of the 16-foot-wide alley south of 103rd Street and the westerly extension thereof to the easterly line of the Chicago, Rock Island and Pacific Railroad right-of-way; thence southwestwardly along said easterly line of the Chicago, Rock Island and Pacific Railroad right-of-way to the centerline of 107th Street, being also the south line of the northeast quarter of Section 18 aforesaid; thence west along said centerline of 107th Street to the westerly line of the Chicago, Rock Island and Pacific Railroad right-of-way; thence northeasterly along said westerly line of the Chicago, Rock Island and Pacific Railroad right-of-way to the easterly extension the south line of the northerly 135 feet of Lot 1 in E. A. Barnard's Subdivision of Lot "A" in Section 18 aforesaid; thence west along said easterly extension of south line of the northerly 135 feet of Lot 1 and the south line thereof to the east line of Lot 1 in the resubdivision of Lot 42 in Block 1 in C. Hopkinson's Subdivision, also Lot 2 in E. A. Barnard's Subdivision of Lot "A" in the northeast quarter of Section 18 aforesaid; thence north along said east line of Lot 1 in the resubdivision of Lot 42 in Block 1 in C. Hopkinson's Subdivision and the northerly extension thereof to the centerline of 103rd Street; thence west along said centerline of 103rd Street to the centerline of Longwood Drive; thence northeasterly along said centerline of Longwood Drive to the westerly extension of the south line of Lot 17 in Block 5 in Barnard's Subdivision of that part of the southwest quarter of the southeast quarter lying west of the Chicago, Rock Island and Pacific Railroad in Section 7 aforesaid; thence east along said westerly extension and the south line of Lot 17 in Block 5 in Barnard's Subdivision, a distance of 180.65 feet to a point on said south line, said point being also a point on the easterly line of the northerly portion of a 20-foot-wide I-shaped alley north of 103rd Street that widens to 46.1 feet at its northerly terminus; thence southerly along said easterly line of the I-shaped alley north of 103rd Street to the northerly line thereof; thence southeasterly along said northerly line of the I-shaped alley north of 103rd Street and the southeasterly extension thereof to the westerly line of the Chicago, Rock Island and Pacific Railroad right-of-way; thence northeasterly along said westerly line of the Chicago, Rock Island and Pacific Railroad right-of-way to the centerline of 100th Street; thence west along said centerline of 100th Street to the southerly extension of the centerline of the 16-foot-wide alley east of Longwood Drive; thence north along said southerly extension and the centerline of the 16-foot-wide alley east of Longwood Drive and the northerly extension thereof to the centerline of 99th Street; thence east along said centerline of 99th Street to the southerly extension of the centerline of the 16-foot-wide alley east of Longwood Drive; thence north along said southerly extension and the centerline of the 16-foot-wide alley east of Longwood Drive, in Block 12 in Walden Addition to Washington Heights, being a resubdivision of Blocks 6, 7, 8 and 12 in Dore's Subdivision of the west half of the northeast quarter of Section 7 aforesaid; thence north along said southerly extension and the centerline of the 16-foot-wide alley east of Longwood Drive to the westerly extension of the north line of Orlando L. Buck's Subdivision of Lots 10, 11 and 12 in Block 12 in Walden Addition to Washington Heights aforesaid; thence east along said westerly extension and the north line of Orlando J. Buck's Subdivision and the easterly extension thereof to the centerline of Walden Parkway; thence north along said centerline of Walden Parkway to the westerly extension of the centerline of the 20-foot-wide alley north of 98th Street; thence east along said westerly extension and the centerline of the

20-foot-wide alley north of 98th Street to the west line of the Chicago, Rock Island and Pacific Railroad right-of-way; thence north along said west line of the Chicago, Rock Island and Pacific Railroad right-of-way to the westerly extension of the north line of the 14-foot-wide alley south of West 95th Street; thence east along said westerly extension of the north line of the 14-foot-wide alley south of West 95th Street to the east line of the Chicago, Rock Island and Pacific Railroad right-of-way; thence south along said east line of the Chicago, Rock Island and Pacific Railroad right-of-way to the westerly extension of the centerline of the 15-foot-wide alley north of 99th Street; thence east along said westerly extension and the centerline of the 15-foot-wide alley north of 99th Street to the northerly extension of the east line of the west 16 feet of Lot 13 in Block 2 in Miss Dunn's Subdivision of Lot 30 and Lots 77 to 84, inclusive, in Block 6 in Hilliard and Dobbins' First Addition to Washington Heights, being a subdivision of the east half of the northeast quarter of Section 7 aforesaid and the northwest quarter of Section 8, in Township 37 North, Range 14, East of the Third Principal Meridian; thence south along said northerly extension and the east line of the west 16 feet of Lot 13 in Block 2 in Miss Dunn's Subdivision and the southerly extension thereof to the centerline of 99th Street, being also the south line of the northeast quarter of Section 7 aforesaid; thence west along said centerline of 99th Street to the northerly extension of the east line of the west 1.75 feet of Lot 5 in the subdivision of Lots 12 and 13 in M. E. Hilliard's Subdivision of Lot 1 in Block 4 of Blue Island Land and Building Company's Subdivision in the east half of the southeast quarter of Section 7 aforesaid; thence south along said northerly extension and the east line of the west 1.75 feet of Lot 5 in the subdivision of Lots 12 and 13 in M. E. Hilliard's Subdivision to the south line of Lots 1 through 5 in said subdivision; thence west along the south line of Lots 1 through 5 in the subdivision of Lots 12 and 13 in M. E. Hilliard's Subdivision to the centerline of Wood Street, being also the west line of the east half of the southeast quarter of Section 7 aforesaid; thence south along said centerline of Wood Street to its intersection with the easterly line of the Chicago, Rock Island and Pacific Railroad right-of-way; thence southwesterly along said easterly line of the Chicago, Rock Island and Pacific Railroad right-of-way to the westerly extension of the north line of Lot 17 in Barnard's Tracy Subdivision in the southwest quarter of the southeast quarter of Section 7, lying east of the railroad; thence east along said westerly extension and the north line of Lot 17 in Barnard's Tracy Subdivision to the east line of Lots 17 to 20, inclusive, in Barnard's Tracy Subdivision aforesaid; thence south along said east line of Lots 17 to 20, inclusive, in Barnard's Tracy Subdivision to the north line of Lot 1 in Emma J. Graham's Subdivision of part of the southwest quarter of the southeast quarter of Section 7, lying east of the railroad; thence east along said north line of Lot 1 in Emma J. Graham's Subdivision and the easterly extension thereof to the centerline of Wood Street; thence south along said centerline of Wood Street to the centerline of 103rd Street, being also the intersection of the east line of the west half of the southeast quarter with the south line of the southeast quarter of Section 7 and the point of beginning, all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

25072160260000	25075000040000	25074130230000
25072170520000	25074030100000	25075000020000
25074030020000	25074120490000	
25074020160000	25182000450000	
25074040010000	25074130240000	
25074020210000	25182010010000	
25074020200000	25074120550000	
25074020190000	25074130200000	
25074020220000	25182000210000	
25074020230000	25182010030000	
25074020260000	25182010020000	
25072170660000	25074130220000	
25072160250000	25074120460000	
25074020170000	25182000200000	
25074040630000	25074130210000	
25074020180000	25182000440000	
25072170670000	25074120480000	
25074030030000	25074120400000	
25074030040000	25074120560000	
25072170540000	25182010050000	
25074030050000	25182010060000	
25074030060000	25074120470000	
25074030090000	25074130420000	
25074020240000	25074130410000	
25074030010000	25074130400000	
25074020250000	25074130390000	
25074020120000	25182010070000	
25074030070000	25182010040000	
25074030080000	25185000010000	

PUBLIC HEARING ON ENLARGEMENT OF BOUNDARIES, IMPOSITION OF TAX LEVY, APPROVAL OF BUDGET EXTENSION OF TAX LEVY PERIOD AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 61.

[O2023-0004430]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a public hearing on enlargement of boundaries, imposition of tax levy, approval of budget, extension of tax levy period and execution of service provider agreement for Special Service Area Number 61, Hyde Park (O2023-0004430), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to: (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Special Service Area Tax Law"), and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, The City Council of the City of Chicago (the "City Council") finds that it is in the public interest that consideration be given to the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 61-2023 (the "Area") and to the authorization of the levy of a special annual services tax (the "Services Tax") for a period of ten (10) years within the Area for the purposes set forth herein; that the Area is contiguous; and that said special services are in addition to municipal services provided by and to the City of Chicago generally, and it is, therefore, in the best interests of the City of Chicago that the creation of the Area and the levy of the Services Tax within the Area for the services to be provided be considered; now, therefore,

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

SECTION 1. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois, to consider the creation of the Area and the authorization of the levy of the Services Tax. At the Hearing there will be considered the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide special services in the Area. The Services Tax shall not exceed the annual sum of 0.950 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be levied in years 2023 through and including 2032. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in year 2023 is \$284,728. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The special services to be considered include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and

hereby incorporated herein. The approximate street location of said territory consists of generally, along South Lake Park Avenue, between East Hyde Park Boulevard and East 55th Street, along East 53rd Street, between South Woodlawn Avenue and the east side of the viaduct of the CN Metra viaduct, and along East 55th Street, from South Harper Avenue to just west of South Hyde Park Boulevard.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing
City Of Chicago Special Service Area No. 61-2023.

Notice is hereby given that at _____ o'clock __.M., on the ____ day of _____, 2023 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, in order to consider the creation of an area within the City of Chicago to be known and designated as Special Service Area Number 61-2023 (the "Area") and the authorization of the levy of a special annual services tax (the "Services Tax") within the Area. The Services Tax under consideration shall be authorized to be levied in the years 2023 through and including 2032. The purpose of creating the Area shall be to provide special services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development, which will be hereinafter referred to collectively as the "Special Services". The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual sum of 0.950 percent of the

equalized assessed value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in the year 2023 is \$284,728. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists of generally along South Lake Park Avenue, between South Hyde Park Boulevard and East 55th Street, along East 53rd Street, between South Woodlawn Avenue and the east side of the viaduct of the CN Metra viaduct, and along East 55th Street, from South Harper Avenue to just west of South Hyde Park Boulevard.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by the creation of the Area and the levy of the Services Tax may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the proposed Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the proposed Area objecting to the creation of the Area and the levy of the Services Tax therein is filed with the City Clerk of the City of Chicago Within sixty (60) days following the final adjournment of the public hearing, the Area shall not be created and the Services Tax shall not be levied.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2023.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. Enforceability. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. Conflict. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 61-2023.

Legal Description:

All those parts of the west half of the southwest quarter of Section 12, the southeast quarter of Section 11, the east half of the northeast quarter of Section 14 and the west half of the northwest quarter of Section 13, all in Township 38 North, Range 14, East of the Third Principal Meridian, bounded and described as follows:

beginning at the southwest corner of Lot 11 of Block 25 in Kimbark's Addition to Hyde Park, a subdivision of the west half of the southeast quarter of said Section 11, said southwest corner being also the point of intersection of the north line of East 53rd Street with the east line of South Woodlawn Avenue; thence north along said east line of South Woodlawn Avenue, 220 feet to the south line of the alley first north of East 53rd Street, lying between South Kimbark Avenue and South Woodlawn Avenue; thence east along said south line of said alley first north of East 53rd Street, lying between South Kimbark Avenue and South Woodlawn Avenue, 376.39 feet to the west line of South Kimbark Avenue; thence south along said west line of South Kimbark Avenue, 80 feet to a line 140 feet north of, as measured perpendicular to, the north line of East 53rd Street; thence east along said line 140 feet north of, as measured perpendicular to, the north line of East 53rd Street, 66 feet to the east line of South Kimbark Avenue; thence north along said east line of South Kimbark Avenue, 10 feet to the south line of the alley first north of East 53rd Street, lying between South Kimbark Avenue and South Kenwood Avenue; thence east along said south line of the alley first north of East 53rd Street, lying between South Kimbark Avenue and South Kenwood Avenue and its east extension, 632.79 feet to the east line of South Kenwood Avenue; thence

north along said east line of South Kenwood Avenue, 14 feet to the north line of Lot 12 of Block 23 in said Kimbark's Addition to Hyde Park; thence east along the north line of Lots 12 through 14 in said Block 23 and its east extension, cross South Dorchester Avenue, 255.86 feet to east line of said South Dorchester Avenue; thence south along said east line, 2.27 feet to the south line of Lot 13 of Block 22 in Hyde Park Subdivision of the east half of the southeast quarter and the east half of the northeast quarter of Section 11 and the north part of the southwest fractional quarter of Section 12 and the northeast quarter of the northeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along the south line of said Lot 13, 150 feet to the west line of Lot 6 of said Block 22; thence north along said west line of Lot 6 of Block 22 in said Hyde Park Subdivision, 50 feet to the north line of said Lot 6 of Block 22 in said Hyde Park Subdivision; thence east along said north line of Lot 6 of Block 22 in said Hyde Park Subdivision and its east extension, 368.50 feet to the west line of Lot 5 of Block 21 in said Hyde Park Subdivision; thence north along the west line of Lots 5 through 1 in said Block 21, 253.42 feet to the south line of East 52nd Street; thence east along said south line of East 52nd Street, 150 feet to the west line of South Harper Avenue; thence south along said west line of South Harper Avenue, 90 feet to a line 90 feet south of, as measured perpendicular to, the south line of East 52nd Street; thence east along said line 90 feet south of, as measured perpendicular to, the south line of East 52nd Street, 66 feet to the east line of South Harper Avenue; thence north along said east line of South Harper Avenue, 156 feet to the north line of East 52nd Street; thence east along said north line of East 52nd Street, 130 feet to the west line of Lot 7 in Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision; thence north along the west line of Lots 7 through 5 in said Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision, 160 feet to the north line of Lot 5 in said Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision; thence east along said north line of Lot 5 in said Cornell's Resubdivision of Blocks 15 and 16 in said Hyde Park Subdivision and its east extension, 211.49 feet to the east line of South Lake Park Avenue vacated by ordinance, recorded November 21, 1966 as Document Number 19999493; thence north along said east line of South Lake Park Avenue vacated by ordinance, recorded November 21, 1966 as Document Number 19999493, 87.60 feet to the north line of the parcel of property bearing the Permanent Index Number 20-11-406-026; thence east along said north line of the parcel of property bearing the Permanent Index Number 20-11-406-026, 12.35 feet to the west line of South Lake Park Avenue; thence south along said west line of South Lake Park Avenue, 284.55 feet to the centerline of East 52nd Street; thence east along the east extension of said centerline of East 52nd Street, 66 feet to the east line of South Lake Park Avenue; thence north along said east line of South Lake Park Avenue, 538.41 feet to the centerline of East Hyde Park Boulevard; thence east along said centerline of East Hyde Park Boulevard, 210.9 feet to the north extension of the west line of Lot 1 in Richard J. Mulvey's Subdivision of Lots 1 to 4 and the north half of Lot 5 in Block 17 of Hyde Park, except the north 17 feet of Lot 1 taken for the street; thence south along

said north extension of the west line of Lot 1 in said Richard J. Mulvey's Subdivision and the west line of Lots 1 through 8 in said Richard J. Mulvey's Subdivision, 571.04 feet to the southwest corner of Lot 8 in said Richard J. Mulvey's Subdivision, said corner also being the northwest corner of Lot 5 of Block 17 in said Hyde Park Subdivision; thence south along the west line of Lots 5 through 10 in said Block 17, 319.17 feet to the north line of Lot 13 in said Block 17; thence south along the west line of said Lot 13 in said Block 17 and its south extension, 223 feet to the south line of East 53rd Street; thence east along said south line of East 53rd Street, 120.24 feet to the west line of the east 94.57 feet of Lot 1 in Block 33 of said Hyde Park Subdivision; thence south along said west line of the east 94.57 feet of Lot 1 in Block 33 and its south extension, 92.70 feet to the south line of the north 42.70 feet of Lot 2 in said Block 33; thence west along said south line of the north 42.70 feet of Lot 2 in said Block 33, 9.6 feet to the west line of the east 104.17 feet of said Lot 2 in Block 33; thence south along said west line of the east 104.17 feet of Lot 2 in Block 33 and its south extension, 57.52 feet to the south line of Lot 3 in said Block 33; thence west along said south line of Lot 3 in Block 33, 45.83 feet to the west line of the east 150 feet of Lot 5 in said Block 33; thence south along said west line of the east 150 feet of Lot 5 in Block 33, 50 feet to the south line of said Lot 5 in Block 33; thence west along said south line of Lot 5 in Block 33, 51.5 feet to the east line of the Illinois Central Railroad; thence south along said east line of the Illinois Central Railroad, 325.93 feet to the south line of Hitchcock's Subdivision of that part of Chestnut Street vacated lying between Blocks 33 and 38 in said Hyde Park Subdivision and east of the Illinois Central Railroad right-of-way limits; thence west along the west extension of said south line of Hitchcock's Subdivision, 197.5 feet to the east line of South Lake Park Avenue; thence south along said east line of South Lake Park Avenue, 1,055.63 feet to a line 83 feet north of, as measured perpendicular to, the south line of the east half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along said line 83 feet north of, as measured perpendicular to, the south line of the east half of the southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, 108.93 feet to the east line of the westerly 110 feet of the Illinois Central Railroad right-of-way through the east half of the southeast quarter of Section 11; thence north along said east line of the westerly 110 feet of the Illinois Central Railroad right-of-way through the east half of the southeast quarter of Section 11, 241.76 feet to the east line of said Section 11; thence south along said east line of Section 11, 239.71 feet to a line 83 feet north of, as measured perpendicular to, the south line of the west half of the southwest quarter of Section 12, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along said line 83 feet north of, as measured perpendicular to, the south line of the west half of the southwest quarter of Section 12, Township 38 North, Range 14, East of the Third Principal Meridian, 427.35 feet to the east line of South Cornell Avenue; thence north along said east line of South Cornell Avenue, 43.68 feet to the north line of the south 25 feet of Lot 8 in Block 2 of Illinois Central Subdivision of the west part of the southwest 14.09 acres in the southwest fractional quarter of Section 12 and the west part of the

northwest 17.93 acres in the northwest fractional quarter of Section 13, Township 38 North, Range 14, East of the Third Principal Meridian; thence east along said north line of the south 25 feet of Lot 8 in Block 2 of Illinois Central Subdivision, 150 feet to the east line of said Lot 8 in Block 2 of Illinois Central Subdivision; thence south along said east line of Lot 8 in Block 2 of Illinois Central Subdivision, 25 feet to the west extension of the north line of Lot 18 in said Block 2; thence east along said west extension and the north line of Lot 18 in Block 2, 166 feet to the west line of South Hyde Park Boulevard; thence south along said west line of South Hyde Park Boulevard, 133 feet to the south line of East 55th Street; thence west along said south line of East 55th Street, 166 feet to the west line of the alley first east of South Cornell Avenue, lying between East 55th Street and East 56th Street; thence south along said west line of the alley first east of South Cornell Avenue, lying between East 55th Street and East 56th Street, 57.07 feet to the south line of Lot 2 in A.F. Shuman's Subdivision of Lot 1 and the north 25 feet of Lot 2 in Block 3 in said Illinois Central Subdivision; thence west along said south line of Lot 2 in A.F. Shuman's Subdivision of Lot 1 and the north 25 feet of Lot 2 in Block 3 in Illinois Central Subdivision and its west extension, 230 feet to the west line of South Cornell Avenue; thence south along said west line of South Cornell Avenue, 6.93 feet to the south line of Lot 12 in Block 1 in said Illinois Central Subdivision; thence west along said south line of Lot 12 in Block 12, 299.81 feet to the east line of the alley first west of South Cornell Avenue, lying between East 55th Street and East 56th Street; thence north along said east line of the alley first west of South Cornell Avenue, lying between East 55th Street and East 56th Street, 65.1 feet to the north line of the south 14 feet of Lot 11 in said Block 1, said north line also being the south line of East 55th Street; thence west along said south line of East 55th Street, 315.44 feet to the west line of South Lake Park Avenue; thence south along said west line of South Lake Park Avenue, 188 feet to the south line of Lot 23 in Block 56 in said Hyde Park Subdivision; thence west along said south line of Lot 23 in Block 56 in Hyde Park Subdivision, 145.91 feet to the east line of South Harper Avenue; thence north along said east line of South Harper Avenue and its north extension, 235 feet to the north line of East 55th Street; thence west along said north line of East 55th Street, 151.15 feet to the west line of Lot 15 in Chicago Land Clearance Commission Number 1, a subdivision of part of the southeast quarter of Section 11, and part of the northeast quarter of Section 14, Township 38 North, Range 14, East of the Third Principal Meridian; thence north along said west line of Lot 15 and its north extension, 502.83 feet to the north line of East 54th Place; thence east along said north line of East 54th Place, 150.75 feet to the east line of George Williams' Subdivision of Lots 10 and 11 in Block 40 in said Hyde Park Subdivision; thence north along said east line of George Williams' Subdivision and its north extension, 347.34 feet to the south line of N.B. Dodson's Subdivision of Lots 1, 2, 17, 18, and the north half of Lots 3 and 16 of Block 40 in said Hyde Park Subdivision; thence east along said south line of N.B. Dodson's Subdivision, 70.47 feet to the east line of said Dodson's Subdivision; thence north along said east line of N.B. Dodson's Subdivision and its north extension, 191.27 feet to the north line of East 54th Street; thence west along said north line of East 54th Street, 40.84 feet to the west line of the east 120 feet of Lots 8 and 9 in

Block 31 in said Hyde Park Subdivision; thence north along said west line of the east 120 feet of Lots 8 and 9 in Block 31 in Hyde Park Subdivision, 110 feet to the north line of said Lot 8 in Block 31; thence west along said north line of Lot 8 in Block 31, 8 feet to the west line of the east 128 feet of Lots 7 through 2 in said Block 31; thence north along said west line of the east 128 feet of Lots 7 through 2 in Block 31, 265 feet to the north line of the south 15 feet of Lot 2 in said Block 31; thence west along said north line of the south 15 feet of Lot 2 in Block 31 and its west extension, 238 feet to the west line of South Harper Avenue; thence south along said west line of South Harper Avenue, 65 feet to the south line of the alley first south of East 53rd Street, lying between South Harper Avenue and South Blackstone Avenue; thence west along said south line of the alley first south of East 53rd Street, lying between South Harper Avenue and South Blackstone Avenue and its west extension, 200 feet to the west line of the east 50 feet of Lot 16 in Block 30 in said Hyde Park Subdivision; thence north along said west line of the east 50 feet of Lot 16 in Block 30, 14 feet to the north line of the south 14 feet of said Lot 16 in Block 30; thence west along said north line of the south 14 feet of said Lot 16 in Block 30 and its west extension, 166 feet to the west line of South Blackstone Avenue; thence south along said west line of South Blackstone Avenue, 14 feet to the south line of Lot 1 in Collins and Morris Subdivision of Lots 1, 2, 3, and the east 10 feet of Lots 16, 17 and 18 of Block 29 in said Hyde Park Subdivision; thence west along said south line of Lot 1 in Collins and Morris Subdivision of Lots 1, 2, 3, and the east 10 feet of Lots 16, 17 and 18 of Block 29 in said Hyde Park Subdivision and its west extension, 368 feet to the west line of South Dorchester Avenue; thence north along said west line of South Dorchester Avenue, 50 feet to the north line of the south 50 feet of Lot 1 in Block 28 in Kimbark's Addition to said Hyde Park Subdivision; thence west along said north line of the south 50 feet of Lot 1 in Block 28 in Kimbark's Addition to said Hyde Park Subdivision, 100 feet to the west line of the east 4 feet of Lot 3 in said Block 28; thence south along said west line of the east 4 feet of Lot 3 in said Block 28, 50 feet to the south line of said Lot 3 in Block 28; thence west along said south line of Lot 3 in Block 28 and its west extension, 536 feet to the east line of Lot 9 in Block 27 in Kimbark's Addition to said Hyde Park Subdivision; thence south along said east line of Lot 9 in Block 27 and its south extension, 74 feet to the south line of Lot 10 in said Block 27; thence west along said south line of Lot 10 in Block 27, 178 feet to the east line of South Kimbark Avenue; thence north along said east line of South Kimbark Avenue and its north extension, 304 feet to the north line of East 53rd Street; thence west along said north line of East 53rd Street, 442.52 feet to the point of beginning; all in the City of Chicago, Cook County, Illinois.

Permanent Index Numbers:

20-11-405-010-0000	20-11-411-031-0000	20-11-415-013-0000	20-11-426-022-0000
20-11-406-022-0000	20-11-412-017-0000	20-11-415-026-0000	20-11-429-019-0000
20-11-406-026-0000	20-11-412-042-0000	20-11-415-029-0000	20-11-500-005-6001
20-11-406-027-0000	20-11-412-049-1001	20-11-415-030-0000	20-11-500-005-6002
20-11-406-029-0000	20-11-412-050-0000	20-11-416-001-0000	20-12-110-025-0000
20-11-406-033-0000	20-11-412-053-0000	20-11-416-002-0000	20-12-110-026-0000
20-11-406-034-0000	20-11-412-054-0000	20-11-416-010-0000	20-12-110-027-0000
20-11-407-028-0000	20-11-412-055-0000	20-11-417-001-0000	20-12-110-028-0000
20-11-407-029-0000	20-11-412-056-0000	20-11-417-002-0000	20-12-110-033-0000
20-11-407-030-0000	20-11-412-057-0000	20-11-417-003-0000	20-12-110-040-0000
20-11-407-031-0000	20-11-412-058-0000	20-11-417-004-0000	20-12-110-043-0000
20-11-408-024-0000	20-11-412-059-0000	20-11-417-005-0000	20-12-113-017-0000
20-11-408-034-0000	20-11-412-060-0000	20-11-417-014-0000	20-12-113-035-0000
20-11-408-036-0000	20-11-412-061-0000	20-11-417-025-0000	20-12-500-002-0000
20-11-408-060-0000	20-11-414-001-0000	20-11-417-026-0000	20-12-500-004-0000
20-11-408-061-0000	20-11-414-002-0000	20-11-418-001-0000	20-13-100-001-0000
20-11-409-018-0000	20-11-414-003-0000	20-11-418-005-0000	20-13-100-014-0000
20-11-409-019-0000	20-11-414-004-0000	20-11-418-006-0000	20-13-101-001-0000
20-11-410-020-0000	20-11-414-005-0000	20-11-418-007-0000	20-14-205-012-0000
20-11-410-023-0000	20-11-414-006-0000	20-11-418-008-0000	
20-11-410-024-0000	20-11-414-007-0000	20-11-419-041-0000	
20-11-411-012-0000	20-11-414-008-0000	20-11-419-042-0000	
20-11-411-013-0000	20-11-415-001-0000	20-11-419-047-0000	
20-11-411-018-0000	20-11-415-002-0000	20-11-419-050-0000	
20-11-411-019-0000	20-11-415-008-0000	20-11-419-051-0000	
20-11-411-020-0000	20-11-415-009-0000	20-11-419-052-8001	
20-11-411-021-0000	20-11-415-010-0000	20-11-419-052-8003	
20-11-411-023-0000	20-11-415-011-0000	20-11-419-053-8001	
20-11-411-030-0000	20-11-415-012-0000	20-11-419-053-8002	

PUBLIC HEARING ON ENLARGEMENT OF BOUNDARIES, IMPOSITION OF TAX LEVY, APPROVAL OF BUDGET, EXTENSION OF TAX LEVY PERIOD AND EXECUTION OF SERVICE PROVIDER AGREEMENT FOR SPECIAL SERVICE AREA NO. 69.

[O2023-0004431]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance for a public hearing on enlargement of boundaries, imposition of tax levy, approval of budget, extension of tax levy period and execution of Service Provider Agreement for Special Service Area Number 69, 95th/Ashland (O2023-0004431), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Special service areas may be established pursuant to (i) Article VII, Sections 6(l) and 7(6) of the Constitution of the State of Illinois, (ii) the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time (the "Special Service Area Tax Law"), and (iii) the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time (the "Property Tax Code"); and

WHEREAS, On December 10, 2014, the City Council of the City of Chicago (the "City Council") enacted an ordinance which was published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 99864 through 99949, as amended by an ordinance adopted by the City Council on October 31, 2018 which was published in the *Journal* for such date at pages 86742 through 86747 (collectively, the "Initial Ordinance"), and which established an area known and designated as City of Chicago Special Service Area Number 69 (the "Area") and authorized the levy of an annual tax, for the period beginning in 2014 through and including 2023 (the "Initial Levy Period"), not to exceed an annual rate of two percent (2%) of the equalized assessed value of the taxable property therein (the "Services Tax") to provide certain special services in and for the Area in addition to the services provided by and to the City of Chicago generally (the "Initial Special Services"); and

WHEREAS, The Initial Ordinance established the Area as that territory consisting approximately of the area South Ashland Avenue bounded north to West 80th Street, south to West 96th Street; east to the alley adjacent to South Ashland Avenue, and west to the alley immediately adjacent to South Ashland Avenue including the railroad track extending east to South Justine Street; and

WHEREAS, The Initial Special Services authorized in the Initial Ordinance include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, safety programs, and other activities to promote commercial and economic development; and

WHEREAS, The City now desires to: (i) authorize certain special services in the Area distinct from the Initial Special Services (the "Special Services"), (ii) authorize the Services Tax at an annual rate of 2.00 percent of the equalized assessed value of the taxable property within the Area, and (iii) authorize the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Levy Period to a period from tax year 2023 through and including tax year 2037 (the "Levy Period"); and

WHEREAS, The City Council finds that:

(a) it is in the public interest that consideration be given to (i) the authorization of the Special Services distinct from the Initial Special Services, (ii) the authorization of the Services Tax at an annual rate of 2.00 percent of the equalized assessed value of the

taxable property within the Area, and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area;

(b) the Area is contiguous; and

(c) the proposed Special Services are in addition to municipal services provided by and to the City generally; now, therefore,

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

SECTION 1. Incorporation Of Preambles. The preambles of this ordinance are hereby incorporated herein as if set out herein in full.

SECTION 2. A public hearing shall be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago at the City Council Chambers, City Hall, Chicago, Illinois (the "Hearing"), in order to consider (i) the authorization of the Special Services distinct from the Initial Special Services, (ii) the authorization of the Services Tax at an annual rate of 2.00 percent of the equalized assessed value of the taxable property within the Area, and (iii) the authorization of the extended Levy Period for the levy of the Services Tax within the Area. At the Hearing there will be considered the extension of the levy of the Services Tax upon the taxable property within the Area sufficient to produce revenues required to provide the Special Services in the Area. The Services Tax shall not exceed the annual rate of 2.00 percent of the equalized assessed value of the taxable property within the Area. The Services Tax shall be authorized to be extended and levied in tax years 2023 through and including 2037. The proposed amount of the tax levy for Special Services for the initial year for which taxes will be levied within the Area in tax year 2023 is \$463,882. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, as amended from time to time. The Special Services to be considered include, but are not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law. The Special Services shall be in addition to services provided to and by the City of Chicago generally. The Area shall consist of territory described on Exhibit 1 hereto and hereby incorporated herein. The approximate street location of said territory consists approximately of the area South Ashland Avenue bounded north to West 80th Street, south to West 96th Street; east to the alley adjacent to South Ashland Avenue, and west to the alley immediately adjacent to South Ashland Avenue including the railroad track extending east to South Justine Street.

SECTION 3. Notice of the Hearing shall be published at least once, not less than fifteen (15) days prior to the Hearing, in a newspaper of general circulation within the City of Chicago. In addition, notice by mail shall be given by depositing said notice in the United States mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each property lying within the Area. The notice shall be mailed not less than ten (10) days prior to the time set for the Hearing. In the event taxes for the last preceding year were not paid, the notice shall be sent to the person last listed on the tax rolls prior to that year as the owner of the property.

SECTION 4. Notice of the Hearing shall be substantially in the following form:

Notice Of Public Hearing
City Of Chicago Special Service Area No. 69.

Notice is hereby given that at _____ o'clock __.M., on the ____ day of _____, 2023 at the City Council Chambers, City Hall, 121 North LaSalle Street, Chicago, Illinois, a public hearing will be held by the Committee on Economic, Capital and Technology Development of the City Council of the City of Chicago, in order to consider certain matters with respect to an area within the City of Chicago known and designated as Special Service Area Number 69 (the "Area"). The matters shall include: (i) authorizing certain special services in the Area distinct from the initial special services authorized to be provided (the "Special Services"), (ii) authorizing the Services Tax at an annual rate of 2.00 percent of the equalized assessed value of the taxable property within the Area, and (iii) authorizing the extension of the Initial Levy Period for which the levy of the Services Tax is authorized within the Area through and including tax year 2037. The purpose of creating the Area shall be to provide Special Services within the Area, which may include, but not limited to: customer attraction, public way aesthetics, sustainability and public place enhancements, economic/business development, public health and safety programs, and other activities to promote commercial and economic development. The Special Services may include new construction or maintenance. Some or all of the proceeds of the proposed Services Tax are anticipated to be used by an entity other than the City of Chicago to provide the Special Services to the Area, which such entity shall be a "service provider" pursuant to a "services contract", each as defined in the Special Service Area Tax Law, 35 ILCS 200/27-5, et seq., as amended from time to time.

At the hearing there will be considered a Services Tax to be levied against the taxable property included within the Area for the provision of the Special Services not to exceed the annual rate 2.00 percent of the equalized assessed

value of taxable property within the Area. The proposed amount of the tax levy for special services for the initial year for which taxes will be levied within the Area in tax year 2023 is \$463,882. The Services Tax shall be in addition to all other taxes provided by law and shall be levied pursuant to the provisions of the Property Tax Code, 35 ILCS 200/1-1, et seq., as amended from time to time.

The Area shall consist of the territory described herein and incorporated hereto as Exhibit 1. The approximate street location of said territory consists approximately of the area South Ashland Avenue bounded north to West 80th Street, south to West 96th Street; east to the alley adjacent to South Ashland Avenue, and west to the alley immediately adjacent to South Ashland Avenue including the railroad track extending east to South Justine Street.

At the public hearing any interested person, including all persons owning taxable real property located within the proposed Area, affected by (i) the authorization of the Special Services in the Area distinct from the initial special services provided therein, (ii) the authorization of the Services Tax at an annual rate of 2.00 percent of the equalized assessed value of the taxable property within the Area, and (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Levy Period to the period from tax year 2023 through and including tax year 2037, may file with the City Clerk of the City of Chicago written objections to and may be heard orally with respect to any issues embodied in this notice. The Committee on Economic, Capital and Technology Development, of the City Council of the City of Chicago shall hear and determine all protests and objections at said hearing and said hearing may be adjourned to another date without further notice other than a motion to be entered upon the minutes fixing the time and place it will reconvene.

If a petition signed by at least fifty-one percent (51%) of the electors residing within the boundaries of the Area and by at least fifty-one percent (51%) of the landowners included within the boundaries of the Area objecting to: (i) the authorization of the Special Services in the Area distinct from the Initial special services provided therein, (ii) the authorization of the, Services Tax at an annual rate of 2.00 percent of the equalized assessed value of the taxable property within the Area, and/or (iii) the authorization of the extension of the time period for which the levy of the Services Tax is authorized within the Area from the Initial Levy Period to the period from tax year 2023 through and including tax year 2037, is filed with the City Clerk of the City of Chicago within sixty (60) days following the final adjournment of the public hearing, then such action objected to shall not be approved or authorized.

By order of the City Council of the City of Chicago, Cook County, Illinois.

Dated this _____ day of _____, 2023.

City Clerk, City of Chicago,
Cook County, Illinois

SECTION 5. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

SECTION 6. This ordinance shall control over any provision of any other ordinance, resolution, motion or order in conflict with this ordinance, to the extent of such conflict.

SECTION 7. This ordinance shall become effective from its passage and approval.

Exhibit 1 referred to in this ordinance reads as follows:

Exhibit 1.

Legal Description And Permanent Index Numbers.

Special Service Area No. 69.

Legal Description:

Those parts of Sections 31 and 32 in Township 38 North, Range 14, East together with those parts of Sections 5, 6 and 7 in Township 37 North, Range 14, East more particularly described as follows:

beginning at a point at the intersection of the centerline of Ashland Avenue with the south line of 80th Street; thence west along said south line to the centerline of the alley first west of Ashland Avenue; thence south along said centerline to the centerline of the alley first north of 87th Street; thence west along said centerline to the northerly extension of the west line of the east 21.48 feet of Lot 7 of Block 14 of Frank N. Gage's Addition to Englewood Heights; thence south along said extension to the centerline of 87th Street; thence west along said centerline to the centerline of Marshfield Avenue; thence south along said centerline to the centerline of the alley first south of 87th Street; thence east along said centerline to the west right-of-way line of Ashland Avenue; thence south along

said line to the south line of Lot 37 in Block 1 in Englewood Heights Resubdivision; thence west along said south line to the centerline of the alley first west of Ashland Avenue; thence south along said centerline to the centerline of the alley first north of 89th Street; thence east along said centerline to the northerly extension of the west line of Lot 22 in Block 13 in Englewood Heights Resubdivision; thence south along said line to the northerly right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence northeasterly along said line to the centerline of Ashland Avenue; thence south along said line to the southerly right-of-way line of said railroad; thence southwesterly along said right-of-way line to the centerline of the alley first west of Ashland Avenue; thence south along said line to the centerline of the alley first south of 93rd Place; thence west along said line to the west right-of-way line of Beverly Avenue; thence southeasterly along said line to the south line of Beverly Avenue; thence west along said south line and its westerly extension thereof to the east line of the Longwood Subdivision; thence southeasterly along said line to the centerline of 95th Street; thence west along said centerline to the centerline of Charles Street; thence south along said centerline to the westerly extension of the north line of Lot 2 in Howard Oviatt's Subdivision; thence easterly along said line to the northeast corner of said Lot 2; thence northerly and easterly along the westerly and northerly lines of Lot 3 in Charles Beverly Subdivision to the northeast corner of said Lot 3; thence southeasterly along the westerly line of Beverly Avenue to the east line of the northeast quarter of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian; thence north along said east line to the centerline of 95th Street; thence east along said centerline to the centerline of Justine Street; thence north along said centerline to the centerline of the alley first north of 95th Street; thence west along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the south right-of-way line of the Chicago, Rock Island and Pacific Railroad; thence easterly along said line to the centerline line of Justine Street; thence north along said line to the easterly extension of the southerly line of Parcel 25-05-108-031; thence westerly along the southerly line of said parcel to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the south line of Lot 3 in Block 4 in E. L. Brainerd's Subdivision; thence east along the south line of Lots 3, 2, 1 and their easterly extension to the centerline of Justine Street; thence north along said centerline to the centerline of 87th Street; thence west along said centerline to the southerly extension of the west line of Lot 23 in Block 3 in Roy and Nourse's Sixth Addition to South Englewood; thence north along said line to the centerline of the alley first north of 87th Street; thence east along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the centerline of 85th Street; thence east along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the centerline of 83rd Street; thence west along said centerline to the centerline of the alley first east of Ashland Avenue; thence north along said centerline to the south line of 80th Street; thence west along said south line to the centerline of Ashland Avenue and the point of beginning.

Permanent Index Numbers:

20-31-215-018-0000	20-31-231-020-0000	20-31-414-024-0000	20-31-430-040-0000
20-31-215-019-0000	20-31-231-021-0000	20-31-414-025-0000	20-31-430-047-0000
20-31-215-020-0000	20-31-231-022-0000	20-31-414-026-0000	20-31-430-048-0000
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25-06-217-037-0000	25-06-419-032-0000	
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25-06-217-039-0000	25-06-419-034-0000	
25-06-223-032-0000	25-06-419-035-0000	
25-06-223-033-0000	25-06-419-037-0000	
25-06-223-034-0000	25-06-419-038-0000	
25-06-223-035-0000	25-06-419-039-0000	
25-06-223-036-0000	25-06-419-040-0000	

SUPPORT FOR COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY
AT 4003 -- 4057 S. NORMAL AVE. AND 432 -- 458 W. 41ST ST.

[O2023-0002944]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance in support of Class 6(b) tax incentive for property at 4003 -- 4057 South Normal Avenue and 432 -- 458 West 41st Street (O2023-0002944), introduced on July 19, 2023 by Alderperson Nicole Lee, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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, MICO Express LCC, an Illinois limited liability company (the "Applicant") owns certain real estate located generally at 4003 -- 4057 South Normal Avenue/ 432 -- 458 West 41 Street, Chicago, Illinois 60609, and, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, Applicant is conducting environmental remediation on the Subject property and constructing a 30,000 square foot building and 71,675 square foot maintenance yard upon the 146,522 square foot Subject Property; and

WHEREAS, The redevelopment objectives of the City in connection with the Subject Property are to revitalize a blighted property, retain and create new jobs and increase the City's tax base; and

WHEREAS, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

WHEREAS, The Subject Property is located within the 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

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 property 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 proposed development of the Subject Property will provide 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. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description:

Lots 2, 3, 6, 7 and 10 (except that part lying northerly of the southerly line of that part thereof used as a right of way by the Union Stockyard and Transit Company) in Block 4 in Taylor's and Kreigh's Subdivision of the east half of the northwest quarter of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

458 West 41st Street and
4021 South Normal Avenue
Chicago, Illinois 60653

Permanent Index Numbers:

20-04-111-003-0000; and

20-04-111-010-0000.

SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR
PROPERTY AT 3340 N. KEDZIE AVE.

[O2023-0004181]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, October 4, 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 October 2, 2023, having had under consideration an ordinance in support of a renewal of Cook County Class 6(b) tax incentive for the property at 3340 North Kedzie Avenue (O2023-0004181), introduced on September 14, 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,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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, and which is used primarily for industrial purposes; and

WHEREAS, The City, consistent with the County Ordinance, desires to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Kedzie Brewery LLC, an Illinois limited liability company (the "Applicant"), is the current owner of certain real estate located generally at 3340 North Kedzie Avenue, Chicago, Illinois 60618, as further described on Exhibit A hereto (the "Subject Property"); and

WHEREAS, The Applicant leases the Subject Property to Revolution Beer LLC, an Illinois limited liability company which operates it as a brewery; and

WHEREAS, On July 31, 1996, the City Council of the City adopted a resolution supporting and consenting to the Class 6(b) classification of the Subject Property by the Office of the Assessor of Cook County (the "Assessor") on behalf of the former owner of the property, 2800 North Talman Partnership, which substantially rehabilitated an approximately 112,861-square-foot industrial facility thereon; and

WHEREAS, The Assessor granted the Class 6(b) tax incentive in connection with the Subject Property, and

WHEREAS, 3350 North Kedzie LLC, an Illinois limited liability company (the "Prior Owner") purchased the Subject Property in 1999; and

WHEREAS, On September 5, 2001, the City Council adopted a resolution supporting and consenting to the renewal of the Class 6(b) classification of the Subject Property by the Assessor and the Assessor subsequently granted the first renewal of such Class 6(b) classification; and

WHEREAS, On June 6, 2012, the City Council adopted a resolution supporting and consenting to the renewal of the Class 6(b) classification of the Subject Property by the Assessor and the Assessor subsequently granted the second renewal of such Class 6(b) classification; and

WHEREAS, The Applicant purchased the Subject Property from the Prior Owner in 2022; and

WHEREAS, The Applicant has filed an application for a third renewal of the Class 6(b) classification with the Assessor pursuant to the County 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 County Ordinance; and

WHEREAS, The County 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 an ordinance expressly stating, among other things, 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 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 industrial use of the Subject Property is necessary and beneficial to the local economy in which the Subject Property is located.

SECTION 3. The City supports and consents to the renewal of the Class 6(b) classification 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) renewal application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

SECTION 6. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".

Legal Description Of Subject Property:

That part of the southeast quarter of the southeast quarter of Section 23, Township 40 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: beginning at a point in the west line of North Kedzie Avenue which point is 150 feet south, measured along said west line of North Kedzie Avenue from the point of its intersection with the north line of said southeast quarter of the southeast quarter of Section 23; thence south along said west line of North Kedzie Avenue, a distance of 320.40 feet; thence west parallel with the north line of said southeast quarter of the southeast quarter of Section 23, a distance of 246.01 feet; thence northwesterly along a line forming an angle of 38 degrees, 13 minutes to the right with an extension of the last described course, a distance of 196.42 feet to a point which is a distance of 400 feet west, measured along a line parallel with the north line of said southeast quarter of the southeast quarter of Section 23, from said west line of North Kedzie Avenue; thence north parallel with the west line of North Kedzie Avenue 198.90 feet to a point which is 150 feet south, measured on a line parallel with said west line of North Kedzie Avenue from said north line of the southeast quarter of the southeast quarter of Section 23; thence east parallel with said north line of the southeast quarter of the southeast quarter of Section 23, a distance of 400 feet to the place of beginning, in Cook County, Illinois.

Address:

3340 North Kedzie Avenue
Chicago, Illinois 60618.

Permanent Real Estate Tax Index Number (PIN)
For The Subject Number:

13-23-411-004-0000.

COMMITTEE ON HEALTH AND HUMAN RELATIONS.

AMENDMENT OF SECTION 2-4-120 OF MUNICIPAL CODE REGARDING MEMBERS OF GENDER-BASED VIOLENCE TASK FORCE.

[O2023-0001249]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an ordinance amending Section 2-4-120 of the Municipal Code of Chicago regarding gender-based violence task force (O2023-0001249), begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with no dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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 2-4-120 of the Municipal Code of Chicago is hereby amended by adding the following underscored text and deleting the text stricken through, as follows:

2-4-120 Gender-Based Violence Task Force.

(Omitted text is unaffected by this ordinance.)

(b) The task force shall be made up of a minimum of 10 members and a maximum of ~~17~~ 21 members. The Commissioner of Family Support Services and the Commissioner of Public Health shall serve ex officio as members but shall not be counted toward the maximum number of members. One member shall be a member of the Advisory Council on Women and one member shall be a member of the Advisory Council on LGBTQ+ issues as those councils are established under Section 2-120-500. The Mayor shall appoint the membership and shall prioritize representatives from community-based organizations that focus on one or more of the following areas to be members on the task force:

(Omitted text is unaffected by this ordinance.)

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

ESTABLISHMENT OF WORKING GROUP FOR DEVELOPMENT OF
RECOMMENDATIONS REGARDING PROVISION OF MENTAL HEALTH
SERVICES.

[O2023-0004179]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred an ordinance to establish a working group for the development of recommendations regarding

provision of mental health services (O2023-0004179), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with no dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City is committed to strengthening Chicago's system of mental health care to ensure all Chicagoans are supported by the care they need when and where they need it, regardless of ability to pay, immigration status, or health insurance; and

WHEREAS, According to Chicago Department of Public Health (CDPH)'s Healthy Chicago Survey, in 2022, an estimated 75 percent, or 143,200, of Chicago adults who were classified as having moderate or serious psychological distress also reported that they were not currently taking medicine or receiving treatment from a doctor or other health professional for any mental health condition or emotional problem; and

WHEREAS, In 1989, there were 19 publicly-run CDPH Mental Health Centers (MHC) plus the CDPH operated Chicago Alcohol Treatment Center. Since 1989, amid significant cuts to state and federal funding supporting CDPH-run mental health centers, 14 of the 19 centers were closed. Today, CDPH operates five public mental health centers located in the Englewood, Grand Boulevard, Near West Side, North Park and West Elsdon community areas; and

WHEREAS, In Chicago, CDPH-run mental health centers are an essential piece of a bigger mental health safety net. There are currently only 5 CDPH public and accessible mental health centers that integrate mental health services with primary care and other services for underserved Chicago residents regardless of their ability to pay, immigration status, insurance status, or zip code; and

WHEREAS, The CDPH mental health budget expanded more than seven-fold from \$12M to \$89M between 2019 and 2023, allowing the Department to expand access to mental healthcare, reaching tens of thousands more Chicagoans. Over the last four years, CDPH has scaled city-funded, no barrier mental health services to all 77 neighborhoods through the five CDPH-run mental health clinics and a network of trauma-informed centers of care. In addition, CDPH has integrated mental health services into non-clinical settings, such as by embedding mental health professionals in Chicago public libraries and 80 homeless shelters around the city; and

WHEREAS, Chicago's Crisis Assistance Response and Engagement (CARE) Pilot Program launched its first mental health crisis response teams in September 2021 and, as of September 3, 2023, has responded to 1,155 calls for service without use of force or arrest. The CARE program seeks to ensure that 911 calls with a mental health component are responded to by teams that include behavioral health professionals with resources to address unmet health and social needs; and

WHEREAS, There are currently three types of CARE teams in the field: multidisciplinary response teams, composed of a Chicago Fire Department (CFD) paramedic, CDPH mental health professional, and Chicago Police Department Crisis Intervention Team officer; alternate response teams composed of a CFD paramedic and CDPH mental health professional; and an opioid response team that conducts follow-up visits with people who have experienced an overdose and received EMS response, composed of a CFD paramedic and a peer recovery specialist; and

WHEREAS, CARE Teams are providing services in police districts covering Auburn Gresham, Chatham, Chicago Lawn, East Garfield Park, Gage Park, Humboldt Park, Lakeview, Loop, Near South, North Center, Uptown, West Elsdon, West Englewood, West Garfield Park and West Lawn; and

WHEREAS, Treatment Not Trauma (TNT) is a campaign supported by a coalition of community members, aldermen, social workers, and youth, who all want to see a city with a funded, robust public care system and a city-wide crisis response program. The goal of the campaign is to push for greater public investments in mental health infrastructure to ensure that Chicagoans can get the mental health care that they need; and

WHEREAS, The TNT campaign has developed a policy proposal to realize this goal. The four key components of the TNT proposal are to: (1) open new, City-run mental health centers, (2) hire community care workers; (3) expand non-police mobile crisis response and improve dispatch infrastructure; and (4) provide sustained funding for TNT and integrate TNT into CDPH's broader community health initiatives; and

WHEREAS, To develop a suggested framework and roadmap to meet Treatment Not Trauma's goals to expand mental health clinical services and citywide response for behavioral and mental health crises, it is appropriate to establish a working group; now, therefore,

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

SECTION 1.

(a) Definitions.

As used in Section 1 of this ordinance, the following definitions shall apply:

"Departments" means the City of Chicago's Department of Public Health, Department of Assets, Information, and Services, Department of Human Resources, Office of Emergency Management and Communications, Fire Department, and Office of Budget and Management.

(b) Working Group.

(1) Establishment Of A Working Group. The Mayor's Office, with consultation from the Chair of the Committee on Health and Human Relations, shall establish a working group no later than 30 days after the effective date of this ordinance. The working group shall include, but not be limited to, representatives from the Chicago Departments of Public Health; Fire; Assets, Information, and Services; Human Resources; the Mayor's Office; the Office of Budget and Management; and the Office of Emergency Management and Communications.

(2) Working Group Guidelines.

(A) The working group shall be tasked with developing a suggested framework and roadmap for the City to expand mental health clinical services, non-police response for behavioral and mental health crises, and community awareness of available mental health resources. The roadmap recommendation should include consideration of: budget needs and potential sources of revenue; a framework for prioritizing geographic expansion; capital and facility needs; staffing, recruitment, and retention strategies; community input; state and federal legal and regulatory parameters including, but not limited to, those set by the Illinois Community Emergency Services and Supports Act; and metrics to guide implementation and evaluate success.

(B) The working group shall meet no less than 3 times before May 1, 2024 to determine their recommendations.

(C) The working group shall consult with no fewer than 10 community members when determining their recommendations. Community members shall include representatives from at least one federally qualified health center, at least one community mental health

center (MHC), at least one CDPH behavioral health clinician, clients of CDPH MHCs, organized labor, behavioral health experts, community organizations, researchers, gender-based violence advocates, youth or youth-serving organizations, and other sources as jointly determined by the Chair of the Committee on Health and Human Relations, the Mayor's Office, and the Departments.

(D) The working group shall detail their recommendations in a written report to the Mayor, the Committee on Health and Human Relations, and the Departments no later than May 31, 2024.

(3) Sunset Date. The working group shall sunset after June 30, 2024.

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

EXPRESSION OF SUPPORT FOR ALLOCATION OF FEDERAL NUTRITION ASSISTANCE PROGRAM FUNDS FOR LOCALLY GROWN PRODUCE IN PUERTO RICO.

[R2023-0002892]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a resolution to express support for the allocation of federal nutrition assistance program funds for locally grown produce in Puerto Rico (R2023-0002892), begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with no dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, The United States of America, as a nation, should be committed to the welfare, prosperity, and resilience of all its territories, including Puerto Rico; and

WHEREAS, Puerto Rico currently imports approximately 85 percent of its food, leaving it vulnerable to global market fluctuations and potential supply chain disruptions; and

WHEREAS, Strengthening Puerto Rico's local agricultural sector by reprogramming United States Department of Agriculture funds toward purchasing locally grown items will significantly enhance food sovereignty and resilience on the island; and

WHEREAS, Supporting local agriculture in Puerto Rico has the potential to stimulate economic growth, creating jobs and encouraging entrepreneurship within the agricultural sector; including increasing commerce between the island and the more than 200,000-strong Illinois Puerto Rican Diaspora; and

WHEREAS, The initiative will promote sustainable agricultural practices and reduce the carbon footprint associated with long-distance food transportation, thereby contributing to global climate change mitigation efforts; and

WHEREAS, Food sovereignty can bolster Puerto Rico's ability to recover from natural disasters, reducing the reliance on federal aid and demonstrating a model for resilience that could be replicated across the country; and

WHEREAS, Encouraging the production and consumption of locally grown produce can foster the preservation of Puerto Rico's rich culinary traditions, promote healthier eating habits, and enrich our national cultural heritage; now, therefore,

Be It Resolved, That we, the members of the Chicago City Council, express our strong support for the initiative to reprogram USDA funds allocated to Puerto Rico toward purchasing locally grown items in Puerto Rico; and

Be It Further Resolved, That we urge the United States Congress to endorse and implement this initiative in recognition of its potential to foster economic growth, promote sustainability, enhance resilience, and enrich cultural heritage; and

Be It Further Resolved, That a suitably engrossed copy of this resolution be transmitted to the United States Congress, the President of the United States, and the Governor of Puerto Rico.

CALL ON CHICAGO INSTITUTIONS OF HIGHER LEARNING TO ESTABLISH DEPARTMENT OR OFFICE TO AGGRESSIVELY WORK TO INCREASE BLACK STUDENT RECRUITMENT, ENROLLMENT AND SCHOLARSHIP OPPORTUNITIES.

[R2023-0002940]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Health and Human Relations, to which was referred a resolution calling on Chicago institutions of higher learning to establish a department or office to aggressively work to increase Black student recruitment, enrollment and scholarship opportunities (R2023-0002940), begs leave to report and recommend that Your Honorable Body *Adopt* the proposed resolution transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 11 members present, with no dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,
Chair.

On motion of Alderperson Rodríguez-Sánchez, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said resolution as adopted:

WHEREAS, While student enrollment in higher education has increased among other minority groups throughout Illinois, Black student enrollment is steadily declining; and

WHEREAS, Since 2013, many institutions of higher education have experienced severe declines in Black student enrollment, with a nearly 40 percent decline in Illinois and a nearly 18 percent decline nationally; and

WHEREAS, At Illinois' flagship university -- the University of Illinois -- Black student enrollment has declined annually since 1997, and the current number of Black students is at an all-time low; and

WHEREAS, False anti-education propaganda has effectively infiltrated the Black community, masking the benefits of higher education for developing young minds, fostering friendships and professional networks, and providing critical skills and information; and

WHEREAS, Communities that have high levels of residents with some college experience and higher education completion enjoy higher average household incomes, lower unemployment rates, stronger homeownership levels, reduced crime rates, and more overall community stability; and

WHEREAS, Many Black communities in the City suffer from low average incomes, low homeownership levels, high crime rates, and higher levels of community instability; the current trend of declining Black student enrollment will exacerbate the current challenging situation and eventually decimate the Black community; and

WHEREAS, Job opportunities that could reverse these trends, including in technology, the medical field, and other industries continue to go unfilled while affordable training and education for those careers are available; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, declare a Black student enrollment crisis until higher education institutions reach a suitable number of Black enrolled students; and

Be It Further Resolved, That we urge all institutions of higher education in Illinois, especially those located within Chicago, to immediately establish an office or department with ample personnel to specifically and aggressively work to increase Black student recruitment, enrollment, and scholarship opportunities; and

Be It Further Resolved, That we urge the Illinois General Assembly and the Illinois Governor to direct funds toward emergency enrollment outreach and completion programs for Black student enrollment increases at Illinois higher education institutions.

COMMITTEE ON LICENSE AND CONSUMER PROTECTION.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 2.203 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. WELLS ST.

[O2023-0003482]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderperson Brian Hopkins (which was referred on September 14, 2022) to amend Section 4-60-022 of the Municipal Code of Chicago by adding new subsection 7.224 to disallow the issuance of additional alcoholic liquor licenses on a portion of North Wells 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 September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Sections 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, 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.)

(2.203) North Wells Street, from West Schiller Street to West North Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect upon passage and approval.

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING
SUBSECTION 33.205 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF W. BELMONT AVE.

[O2023-0003086]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderperson Carlos Ramirez-Rosa (which was referred on September 14, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (33.205) to allow the issuance of additional alcoholic liquor licenses on a portion of West Belmont 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 September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas – Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O’Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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.)

(33.205) ~~On the south side of Belmont Avenue, from Rockwell Street to California 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 4-60-022 OF MUNICIPAL CODE BY DELETING
SUBSECTION 35.19 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC
LIQUOR LICENSES ON PORTION OF W. ARMITAGE AVE.

[O2023-0004217]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderperson Jessica L. Fuentes (which was referred on September 14, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (35.19) to allow the issuance of additional alcoholic liquor licenses on portion of West Armitage 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 September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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.)

(35.19) ~~On the south side of West Armitage Avenue, from North Pulaski Road to North Karlov Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING
SUBSECTION 42.605 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS
LICENSES ON PORTION OF N. STATE ST.

[O2023-0004227]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderperson Brendan Reilly (which was referred on September 14, 2023) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (42.605) to allow issuance of additional package goods licenses on a portion of North State 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 September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and inserting the language underscored, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.605) ~~[Reserved]. On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and inserting the language underscored as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(42.605) ~~[Reserved]. On the west side of State Street, from Superior Street to Huron Street; and on the north side of Huron Street, from State Street to Dearborn Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 1 of this ordinance shall take full force and effect upon its passage and approval. Section 2 of this ordinance shall take full force and effect one year after its passage and approval.

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY MODIFYING SECTIONS 4-60-022 AND 4-60-023 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES IN PORTIONS OF 2ND WARD.

[O2023-0004047]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderperson Brian Hopkins (which was referred on September 14, 2023) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses and package goods licenses in portions of the 2nd Ward, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the area described in Section 2 of this ordinance is adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the area.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

(2.204) On the east side of Wayne Avenue, from Webster Avenue to Clybourn Avenue; and on the east side of Clybourn Avenue, from Wayne Avenue to Lakewood Avenue.

(2.205) On the south side of Webster Avenue, from Racine Avenue to Lakewood Avenue; and on both sides of Webster Avenue, from Lakewood Avenue to Southport Avenue.

(Omitted text is unaffected by this ordinance.)

(32.29) Reserved. ~~On the south side of Webster Avenue, from Racine Avenue to Lakewood Avenue; and on both sides of Webster Avenue, from Lakewood Avenue to Southport Avenue.~~

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(2.203) On that portion of Lakewood Avenue, between Kingsbury Street and Webster Avenue.

(2.204) On both sides of Webster Avenue, from Lakewood Avenue to Southport Avenue.

(2.205) On the east side of Wayne Avenue, from Webster Avenue to Clybourn Avenue; and on the east side of Clybourn Avenue, from Wayne Avenue to Lakewood Avenue.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 4-60-022 (35.108) AND 4-60-023 (35.106 AND 35.107) TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF N. MILWAUKEE AVE.

[O2023-0004083]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Carlos Ramirez-Rosa (which was referred on September 14, 2023) to amend Sections 4-60-022 and 4-60-023 of the Municipal Code of Chicago to disallow the issuance of additional alcoholic liquor licenses and package goods licenses on a portion of North Milwaukee 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 September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Sections 2 and 3 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell alcoholic liquor within and near the areas.

SECTION 2. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, 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.)

(35.108) On North Milwaukee Avenue, from North Ridgeway Avenue to North Lawndale Avenue; and on the northeast side of North Milwaukee Avenue, from North Lawndale Avenue to North Hamlin Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language, as follows:

4-60-023 Restrictions On Additional Package Goods Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

(35.106) Southeast side of North Milwaukee Avenue, from North Sacramento Avenue to West Logan Boulevard.

(35.107) On North Milwaukee Avenue, from North Central Park Avenue to North Lawndale Avenue; and on the northeast side of North Milwaukee Avenue, from North Lawndale Avenue to North Ridgeway Avenue.

(Omitted text is unaffected by this ordinance.)

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

AMENDMENT OF SECTION 4-60-025 OF MUNICIPAL CODE BY RESTRICTING
ADDITIONAL LATE-HOUR ALCOHOLIC LIQUOR LICENSES WITHIN 2ND WARD.

[O2023-0003484]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Brian Hopkins (which was referred on September 14, 2023) to amend Section 04-60-025 of the Municipal Code of Chicago by restricting additional late-hour alcoholic liquor licenses within the 2nd Ward, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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 4-60-025 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

4-60-025 Restrictions On Additional Late-Hour Licenses.

Subject to the provisions of Section 4-60-021, except for subsections 4-60-021(c)(1), (c)(2) and (c)(3), no additional late-hour license shall be issued for the sale of alcoholic liquor, for consumption on the premises, within the following areas of the city, designated as wards and bounded as provided in Article III of Chapter 2-8 of the Code: 2, 19, 32, 42, 43, 44, 47 and 50.

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

AMENDMENT OF SECTION 9-48-045 OF MUNICIPAL CODE TO PROHIBIT
OPERATION OF PEDICABS ON PUBLIC WAYS IN AREA BOUNDED BY
E. ROOSEVELT RD., S. INDIANA AVE., W. 18TH ST. AND S. COLUMBUS DR.

[O2023-0004067]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Pat Dowell (which was referred on September 14, 2023) to amend Section 9 of the Municipal Code of Chicago by prohibiting the operation of pedicabs, 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 September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 9-48-045 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underlined, as follows:

9-48-045 Restrictions On Operation Of Pedicabs.

(a) The City Council ~~city council~~ may from time to time define areas, in the interest of preserving public health and safety or avoiding traffic congestion, in which no pedicabs shall be operated. The City Clerk ~~city clerk~~ shall maintain for public inspection and copying a file of all ordinances defining such areas. In addition, any ordinance defining such areas shall be codified as an amendment to this section.

(Omitted text unaffected by this ordinance.)

(d) ~~[Reserved.]~~ No pedicab shall be operated on public ways under the jurisdiction of the City in the area bounded on the north by Roosevelt Road, on the west by Indiana Avenue, on the south by 18th Street (extended east to Jean Baptiste Pointe Du Sable Lake Shore Drive), and on the east by Columbus Drive and Jean Baptiste Pointe Du Sable Lake Shore Drive.

(Omitted text unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

DESIGNATION OF 7TH PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003848]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of Restricted Residential Zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago ("Code"), the 7th Precinct of the 23rd Ward, as described herein, is hereby designated as a restricted residential zone within the meaning of Chapter 417 of the Code. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 7th Precinct, with such boundaries beginning at the intersection of South Narragansett Avenue and West 51st Street; thence east on West 51st Street to the intersection of West 51st Street and South Moody Avenue; thence south on South Moody Avenue to the intersection of South Moody Avenue and West 53rd Street; thence west on West 53rd Street to the intersection of West 53rd Street and South Narragansett Avenue; and thence north on South Narragansett Avenue to the place of the beginning.

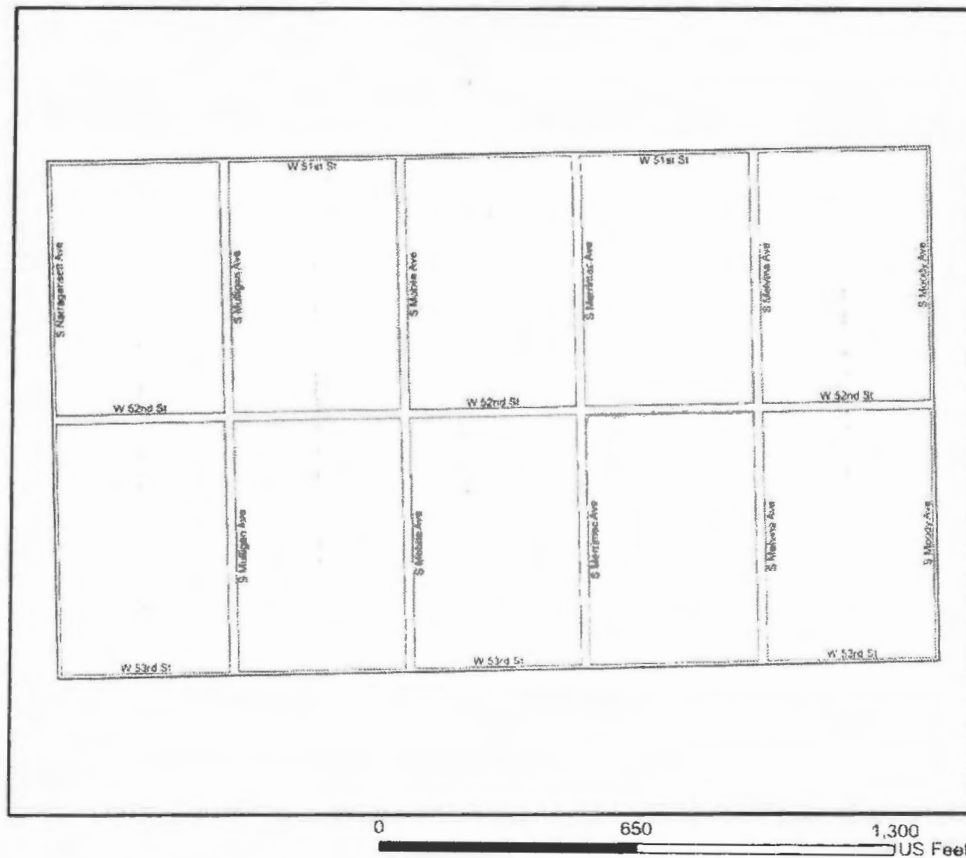
SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect for four years following its effective date.

[Exhibit "A" attached to this ordinance printed
on page 3678 of this *Journal*.]

WARD 23 PCT 7

Beginning at the intersection of S Narragansett Ave and W 51st St, thence east on W 51st St to the intersection of W 51st St and S Moody Ave, thence south on S Moody Ave to the intersection of S Moody Ave and W 53rd St, thence west on W 53rd St to the intersection of W 53rd St and S Narragansett Ave, thence north on S Narragansett Ave to the place of the beginning.

WARD 23 PCT 7



AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO DESIGNATE NEW AREAS OF 28TH PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003849]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 30th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-7739; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-7020; and

WHEREAS, The 30th and 41st precincts of the 13th Ward under the City ward maps enacted in 2012 were renewed as restricted residential zones by O2022-2436; and

WHEREAS, The 44th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-9025; and

WHEREAS, The 47th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-9023; and

WHEREAS, The 44th and 47th precincts of the 13th Ward under the City ward maps enacted in 2012 were renewed as restricted residential zones by O2023-613; and

WHEREAS, The vast majority of the 28th precinct of the 23rd Ward under the City ward maps enacted in 2022 is comprised of the 30th, 41st, 44th and 47th precincts of the 13th Ward under the City ward maps enacted in 2012; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago, the restricted residential zones first established by O2018-7739, O2018-7020, O2018-9025, and O2018-9023, as renewed by O2022-2436 and O2023-613, as applicable, are expanded to include the entire 28th precinct of the 23rd Ward, as described herein and as depicted on Exhibit A attached hereto. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 28th precinct of the 23rd Ward, with such boundaries:

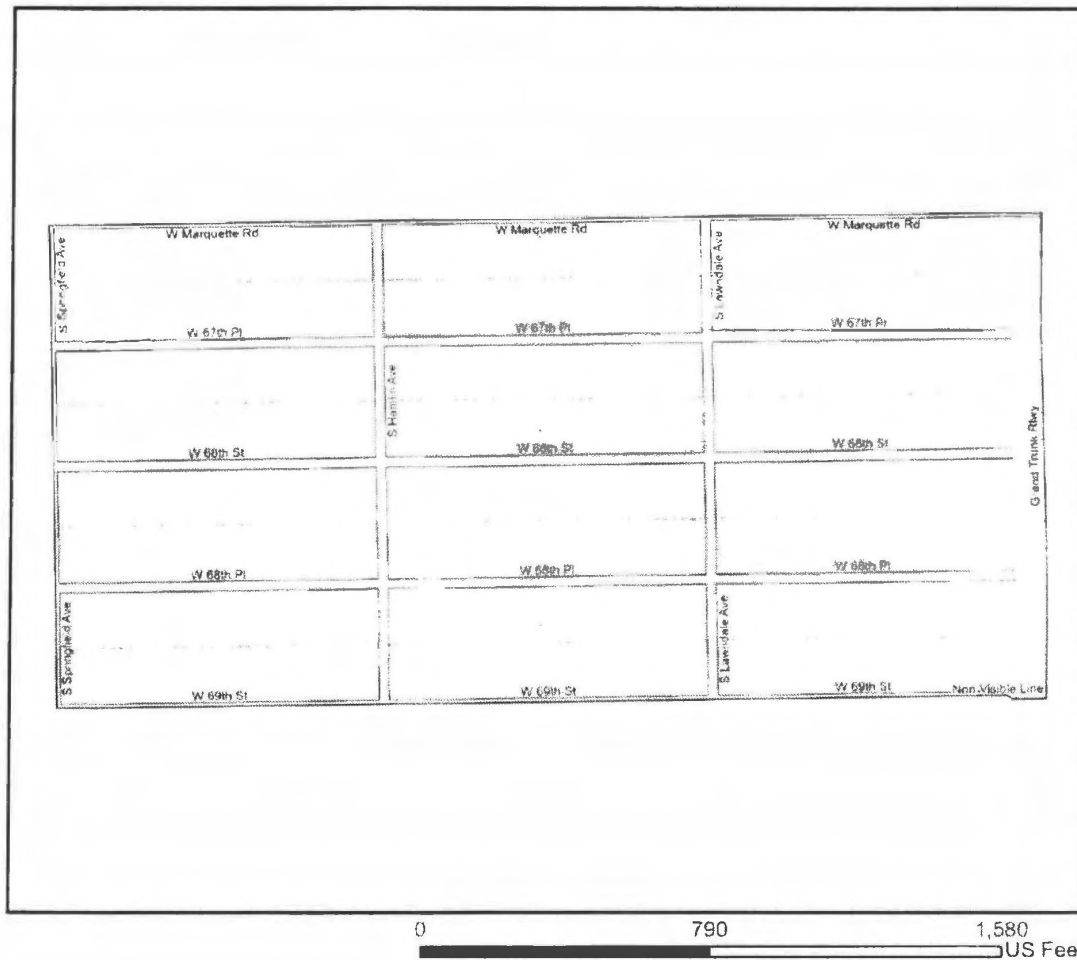
beginning at the intersection of South Springfield Avenue and West Marquette Road; thence east on West Marquette Road to the intersection of West Marquette Road and Grand Trunk Railway; thence south on Grand Trunk Railway to the intersection of Grand Trunk Railway and non-visible line; thence west on non-visible line to West 69th Street, thence west on West 69th Street to the intersection of West 69th Street and South Springfield Avenue; and thence north on South Springfield Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect until the expiration of the earliest previously existing restricted residential zone, specifically, November 7, 2026.

[Exhibit "A" referred to in this ordinance printed
on page 3682 of this *Journal*.]

EXHIBIT A

WARD 23 PCT 28



AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO DESIGNATE NEW AREAS OF 29TH PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003851]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 19th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-4031; and

WHEREAS, The 19th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2022-1028; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-7020; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2022-2436; and

WHEREAS, The 47th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-9023; and

WHEREAS, The 47th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2023-613; and

WHEREAS, The vast majority of the 29th precinct of the 23rd Ward under the City ward maps enacted in 2022 is comprised of the 19th, 41st and 47th precincts of the 13th Ward under the City ward maps enacted in 2012; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

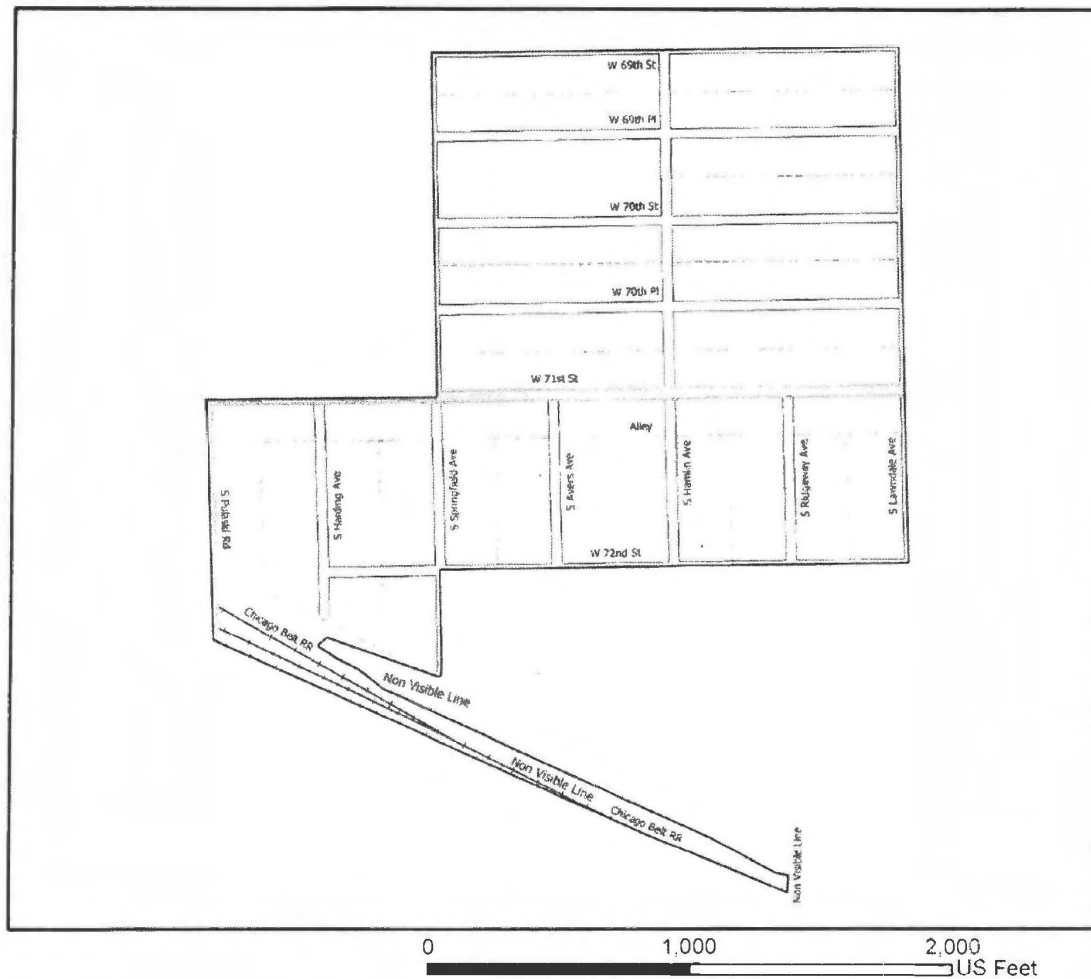
Be It Ordained by the City Council of the City of Chicago:

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago, the restricted residential zones first established by O2018-4031, O2018-7020, and O2018-9023, as renewed by O2022-1028, O2022-2436, and O2023-613, as applicable, are expanded to include the entire 29th precinct of the 23rd Ward, as described herein and as depicted on Exhibit A attached hereto. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 29th precinct of the 23rd Ward, with such boundaries:

beginning at the intersection of South Springfield Avenue and West 69th Street; thence east on West 69th Street to the intersection of West 69th Street and South Lawndale Avenue; thence south on South Lawndale Avenue to the intersection of South Lawndale Avenue and West 72nd Street; thence west on West 72nd Street to the intersection of West 72nd Street and South Springfield Avenue; thence south on South Springfield Avenue to the intersection of South Springfield Avenue and non-visible line, thence northwesterly/southeast/south on non-visible line to the intersection of non-visible line and Chicago Belt Railroad; thence northwest on Chicago Belt Railroad to the intersection of Chicago Belt Railroad and South Pulaski Road; thence north on South Pulaski Road to the intersection of South Pulaski Road and West 71st Street; thence easterly on West 71st Street to the intersection of West 71st Street and South Springfield Avenue; and thence north on South Springfield Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect until the expiration of the earliest previously existing restricted residential zone, specifically, July 25, 2026.

[Exhibit "A" referred to in this ordinance printed
on page 3686 of this *Journal*.]

EXHIBIT A**WARD 23 PCT 29**

AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO DESIGNATE NEW AREAS OF 30TH PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003852]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 19th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-4031; and

WHEREAS, The 19th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2022-1028; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-7020; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2022-2436; and

WHEREAS, The 47th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-9023; and

WHEREAS, The 47th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2023-613; and

WHEREAS, The vast majority of the 30th precinct of the 23rd Ward under the City ward maps enacted in 2022 is comprised of the 19th, 41st and 47th precincts of the 13th Ward under the City ward maps enacted in 2012; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago, the restricted residential zones first established by O2018-4031, O2018-7020, and O2018-9023, as renewed by O2022-1028, O2022-2436, and O2023-613, as applicable, are expanded to include the entire 30th precinct of the 23rd Ward, as described herein and as depicted on Exhibit A attached hereto. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 30th precinct of the 23rd Ward, with such boundaries:

beginning at the intersection of South Lawndale Avenue and West 69th Street; thence east on West 69th Street to the intersection of West 69th Street and non-visible line; thence east on non-visible line to the intersection of non-visible line and Grand Trunk Railway; thence south on Grand Trunk Railway to the intersection of Grand Trunk Railway and non-visible line; thence west on non-visible line to the intersection of non-visible line and South Pulaski Road; thence north on South Pulaski Road to the intersection of South Pulaski Road and Chicago Belt Railroad; thence southeast on Chicago Belt Railroad to the intersection of Chicago Belt Railroad and non-visible line; thence north/northwest/southeasterly on non-visible line to the intersection of non-visible line and South Springfield Avenue; thence north on South Springfield Avenue to the intersection of South Springfield Avenue and West 72nd Street; thence east on West 72nd Street to the intersection of West 72nd Street and South Lawndale Avenue; and thence north on South Lawndale Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect until the expiration of the earliest previously existing restricted residential zone, specifically, July 25, 2026.

[Exhibit "A" referred to in this ordinance printed
on page 3690 of this *Journal*.]

WARD 23 PCT 30



AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO DESIGNATE NEW AREAS OF 31ST PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003853]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 5th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-4030; and

WHEREAS, The 5th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2022-1028; and

WHEREAS, The 34th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2017-7796; and

WHEREAS, The 34th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as a restricted residential zone pursuant to O2022-3964; and

WHEREAS, The 44th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-9025; and

WHEREAS, The 44th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as a restricted residential zone by O2022-613; and

WHEREAS, The 46th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-2361; and

WHEREAS, The 46th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as a restricted residential zone by SO2022-506; and

WHEREAS, The vast majority of the 31st precinct of the 23rd Ward under the City ward maps enacted in 2022 is comprised of the 5th, 34th, 44th and 46th precincts of the 13th Ward under the City ward maps enacted in 2012; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago, the restricted residential zones first established by O2018-4030, O2017-7796, O2018-9025, and O2018-2361, as renewed by O2022-1028, O2022-3964, O2022-613, and SO2022-506, as applicable, are expanded to include the entire 31st precinct of the 23rd Ward, as described herein and as depicted on Exhibit A attached hereto. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 31st precinct of the 23rd Ward, with such boundaries:

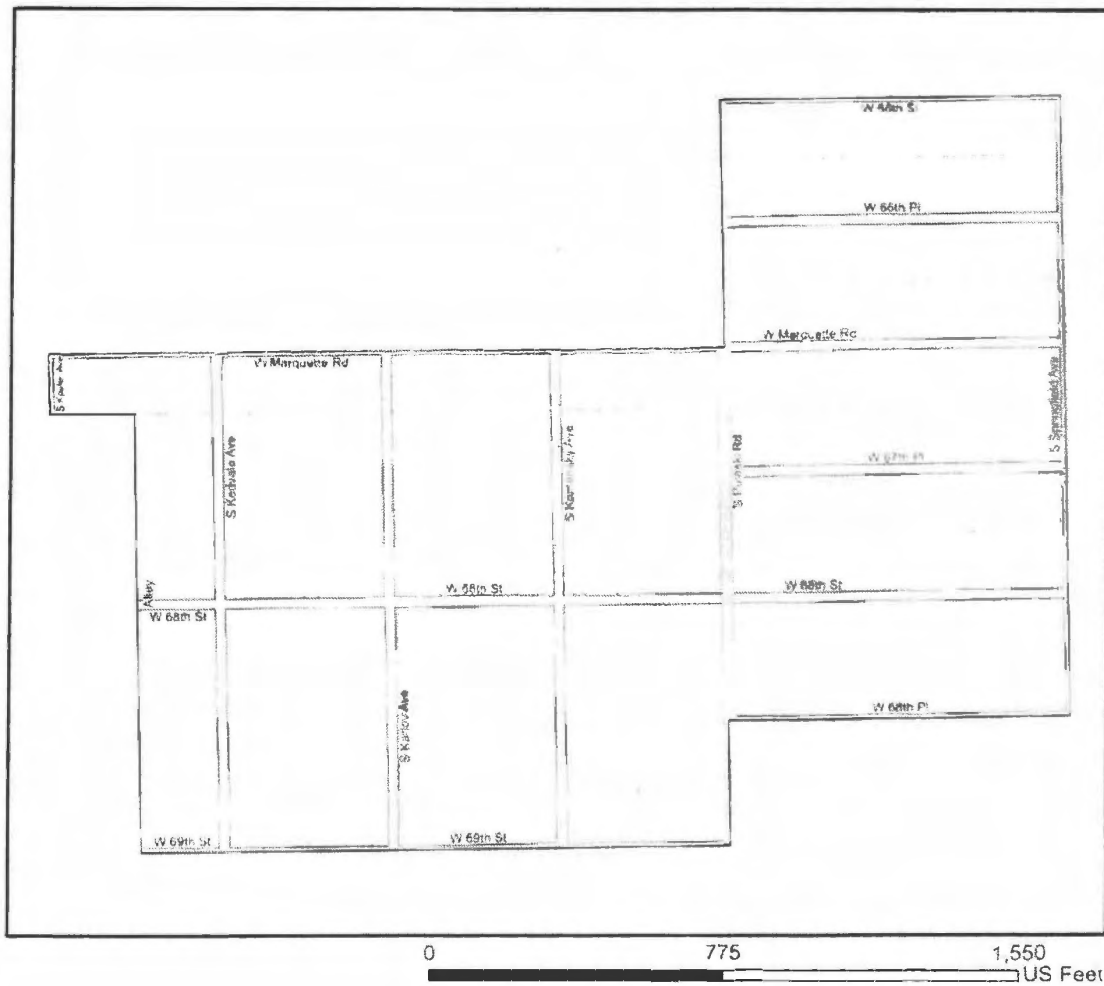
beginning at the intersection of South Pulaski Road and West 66th Street; thence east on West 66th Street to the intersection of West 66th Street and South Springfield Avenue; thence south on South Springfield Avenue to the intersection of South Springfield Avenue and West 68th Place; thence west on West 68th Place to the intersection of West 68th Place and South Pulaski Road; thence south on South Pulaski Road to the intersection of South Pulaski Road and West 69th Street; thence west on West 69th Street to the intersection of West 69th Street and the alley (west of South Kedvale Avenue); thence north/west on said alley to the intersection of said alley and South Keeler Avenue; thence north on South Keeler Avenue to the intersection of South Keeler Avenue and West Marquette Road; thence easterly on West Marquette Road to the intersection of West Marquette Road and South Pulaski Road; and thence north on South Pulaski Road to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect until the expiration of the earliest previously existing restricted residential zone, specifically, January 22, 2026.

[Exhibit "A" referred to in this ordinance printed
on page 3694 of this *Journal*.]

EXHIBIT A

WARD 23 PCT 31



AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO DESIGNATE NEW AREAS OF 32ND PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003854]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-7020; and

WHEREAS, The 41st precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as restricted residential zone by O2022-2436; and

WHEREAS, The 44th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-9025; and

WHEREAS, The 44th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as a restricted residential zone by O2022-613; and

WHEREAS, The 46th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-2361; and

WHEREAS, The 46th precinct of the 13th Ward under the City ward maps enacted in 2012 was renewed as a restricted residential zone by SO2022-506; and

WHEREAS, The vast majority of the 32nd precinct of the 23rd Ward under the City ward maps enacted in 2022 is comprised of the 41st, 44th and 46th precincts of the 13th Ward under the City ward maps enacted in 2012; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago, the restricted residential zones first established by O2018-7020, O2018-9025, and O2018-2361, as renewed by O2022-2436, O2022-613, and SO2022-506, as applicable, are expanded to include the entire 32nd precinct of the 23rd Ward, as described herein and as depicted on Exhibit A attached hereto. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 32nd precinct of the 23rd Ward, with such boundaries:

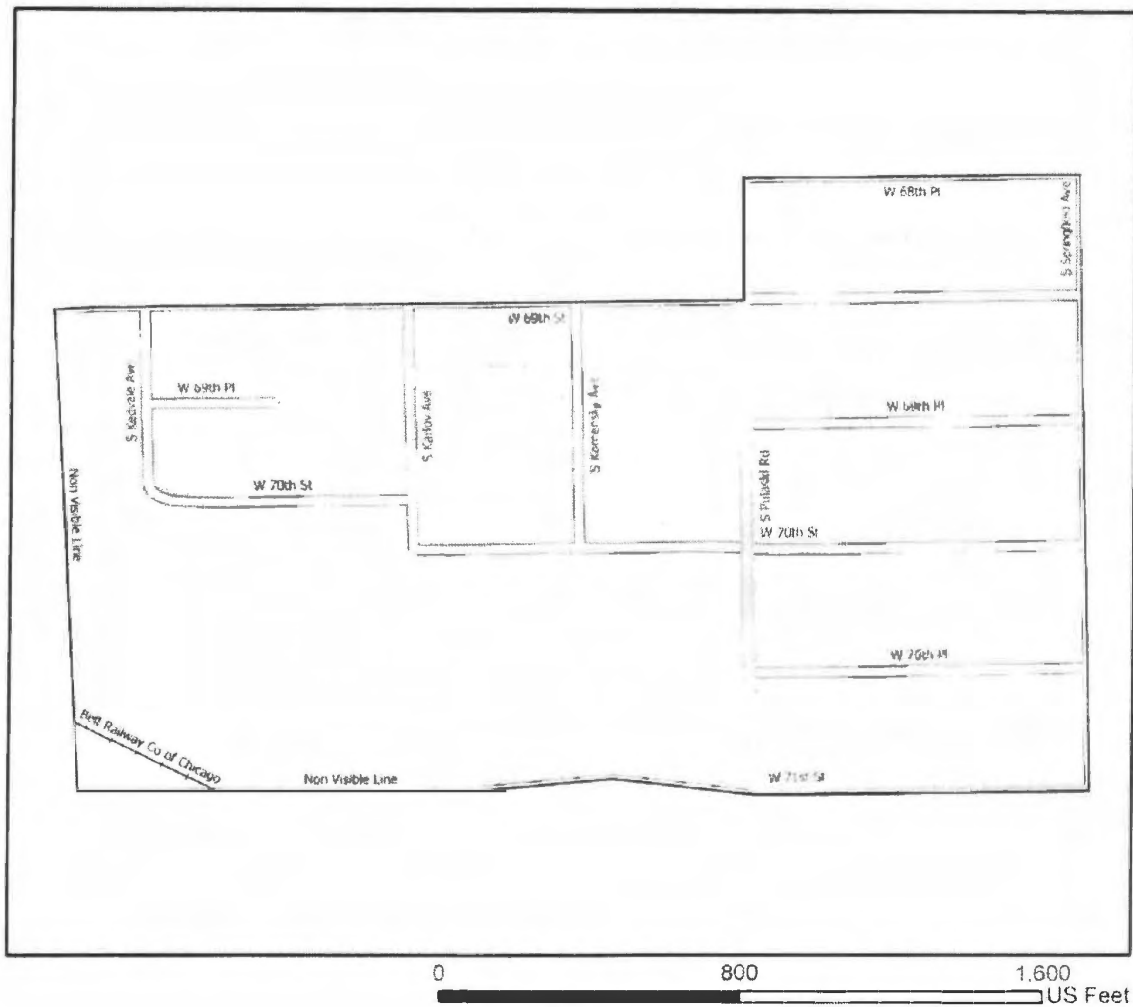
beginning at the intersection of South Pulaski Road and West 68th Place, thence east on West 68th Place to the intersection of West 68th Place and South Springfield Avenue; thence south on South Springfield Avenue to the intersection of South Springfield Avenue and West 71st Street; thence west on West 71st Street to non-visible line; thence west on non-visible line to the intersection of non-visible line and non-visible line; thence north on non-visible line to the intersection of non-visible line and West 69th Street; thence east on West 69th Street to the intersection of West 69th Street and South Pulaski Road; and thence north on South Pulaski Road to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect until the expiration of the earliest previously existing restricted residential zone, specifically, May 25, 2026.

[Exhibit "A" referred to in this ordinance printed
on page 3698 of this *Journal*.]

EXHIBIT A

WARD 23 PCT 32



AMENDMENT OF PREVIOUSLY PASSED ORDINANCE TO DESIGNATE NEW AREAS OF 33RD PRECINCT OF 23RD WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0003856]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, October 4, 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 Silvana Tabares (which was referred on September 14, 2023) designating a precinct of the 23rd Ward as a restricted residential zone pursuant to Chapter 4-17 of the Municipal Code prohibiting additional shared housing and vacation rentals, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on September 26, 2023.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago authorizes the establishment of restricted residential zones pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, The 5th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-4030; and

WHEREAS, The 9th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2018-4759; and

WHEREAS, The 5th and 9th precincts of the 13th Ward under the City ward maps enacted in 2012 were renewed as restricted residential zones pursuant to O2022-3964; and

WHEREAS, The 37th precinct of the 13th Ward under the City ward maps enacted in 2012 was established as a restricted residential zone pursuant to O2019-9405; and

WHEREAS, The vast majority of the 33rd precinct of the 23rd Ward under the City ward maps enacted in 2022 is comprised of the 5th, 9th and 37th precincts of the 13th Ward under the City ward maps enacted in 2012; and

WHEREAS, Section 4-17-045 of the Municipal Code of Chicago authorizes the local alderperson to modify an existing restricted residential zone, to coincide with the boundaries of a new precinct due to ward redistricting, without first filing a notice of intent or petition, provided that any area added to and a portion of the existing restricted residential zone are now in the same precinct, comprise the entirety of such precinct, the City Clerk determines that the 25 percent voter threshold established by the original petition is retained in the new precinct despite the alterations to the precinct boundaries, and the ordinance is introduced within one year of the most recent ward redistricting; and

WHEREAS, The requisite procedural requirements have been met; now, therefore,

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

SECTION 1. Pursuant to Section 4-17-045 of the Municipal Code of Chicago, the restricted residential zones first established by O2018-4030, O2018-4759, and O2019-9405, as renewed by O2022-1028, as applicable, are expanded to include the entire 33rd precinct of the 23rd Ward, as described herein and as depicted on Exhibit A attached hereto. All new or additional shared housing units and vacation rentals shall be prohibited within the boundaries of such 33rd precinct of the 23rd Ward, with such boundaries:

beginning at the intersection of South Cicero Avenue and West Marquette Road; thence east on West Marquette Road to the intersection of West Marquette Road and South Keeler Avenue; thence south on South Keeler Avenue to the intersection of South Keeler Avenue and the alley (south of West Marquette Road); thence east/south on said alley to the intersection of said alley and West 69th Street; thence west on West 69th Street to the intersection of West 69th Street and non-visible line; thence south on non-visible line to the intersection of non-visible line and non-visible line; thence west on non-visible line to the intersection of non-visible line and South Cicero Avenue; and thence north on South Cicero Avenue to the place of the beginning.

SECTION 2. This ordinance shall take full force and effect upon its passage and publication and shall remain in effect until the expiration of the earliest previously existing restricted residential zone, specifically, February 19, 2024.

[Exhibit "A" referred to in this ordinance printed
on page 3702 of this *Journal*.]

COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.

AMENDMENT OF SECTION 2-8-080 OF MUNICIPAL CODE REQUIRING
QUARTERLY HEARINGS REGARDING SERVICE LEVELS, OPERATIONS,
SECURITY, AND PLANNING OF CHICAGO TRANSIT AUTHORITY.

[O2023-2173/SO2023-0004078]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 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* a substitute ordinance amending Section 2-8-080 of Municipal Code by deleting Sections 1B and 2 and specifying the dates for quarterly hearings with the Chicago Transit Authority. This substitute ordinance was referred to the committee on May 31, 2023.

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

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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 2-8-080 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored as follows:

2-8-080 ~~Reserved~~ Hearings Regarding Chicago Transit Authority.

By March 31st, by June 30th, by September 30th, and by December 31st, the Committee on Transportation and Public Way shall hold at least one hearing regarding the service levels, operations, security, and planning of the Chicago Transit Authority (CTA). Officials from the CTA shall be available for testimony. and the President of the CTA shall testify if requested by the Chair of the Committee.

SECTION 2. This ordinance shall take effect upon passage and publication.

VACATION OF PORTION OF N. KOSTNER AVE FOR CREATION OF JOINT PUBLIC SAFETY TRAINING ACADEMY.

[O2023-0004164]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a vacation of a dead-ended segment of North Kostner Avenue south of West Chicago Avenue for the construction of the new Joint Public Safety Training Academy located in the 37th Ward. This ordinance was referred to the committee on September 14, 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, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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 owns the properties at 742 -- 756 North Kostner Avenue; and

WHEREAS, The Chicago Transit Authority, an Illinois municipal corporation, owns the properties at 743 -- 757 North Kostner Avenue; and

WHEREAS, The Chicago Transit Authority has quit claimed its interests in the street herein vacated to the City, pursuant to that certain quit claim deed recorded with the Office of the Recorder of Deeds on November 4, 2021, as Document 2130806127; and

WHEREAS, The City, acting by and under the authority of its Department of Asset and Information Services, proposes to assemble its adjacent property including the portion of the street to be vacated for the creation of the new Joint Public Safety Training Campus; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of the public street described below; now, therefore,

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

SECTION 1. Legal Description. Vacation of that part of North Kostner Avenue 66.00-foot-wide right-of-way lying south of and adjoining West Chicago Avenue as dedicated per plat recorded in Document Number 0020728793 on July 01, 2002, and

described as the east 33.0 feet of the south 150.0 feet of the north 200.0 feet of the northwest quarter and the west 33.0 feet of the south 150.0 feet of the north 200.0 feet of the northeast quarter, all in Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, total area in said above parcel described being 9,900 square feet or 0.227 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which plat for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Department of Asset and Information Services or its assign shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division a certified copy of this ordinance, together with the associated full-sized plat as approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Thomas Carney
Acting Commissioner,
Department of Transportation

Introduced By:

(Signed) Emma Mitts
Aldersperson, 37th Ward

CDOT File Number:

10-37-21-3988.

[Exhibit "A" referred to in this ordinance
unavailable at time of printing.]

EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on September 14, 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 transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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):

Bobs Auto LLC.

[O2023-0003939]

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 Bobs Auto LLC at 437 West 41st Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Chicago Fabrications LLC/Tyler Thomas Mitrzyk.

[O2023-0003824]

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 Tyler Thomas Mitrzyk of Chicago Fabrications LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 3705 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

DK Chestnut LLC.

[O2023-0004161]

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 DK Chestnut LLC, 330 West Chestnut Street and 863 North Orleans Street, Chicago, Illinois 60610, 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.

Federal Moto LLC.

[O2023-0004162]

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 Federal Moto LLC, 831 North Albany Avenue, Chicago, Illinois 60622, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Furry Paws Chicago/John Gardner.

[O2023-0004038]

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 Gardner/Furry Paws Chicago of 4225 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Grand Appliance, Inc.

[O2023-0003083]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Grand Appliance, Inc. of 2400 North Oakley Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Green & Randle LLC And Nature's Grace And Wellness LLC.

[O2023-0003420]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Green & Randle LLC and Nature's Grace and Wellness LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3419 -- 3425 West Belmont Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

K.R.A.K. Corporation Of Illinois, Doing Business As Loven Oven Cakery.

[O2023-0003436]

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 K.R.A.K. Corporation of Illinois, doing business as Loven Oven Cakery, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 3054 North California Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

L&L Academy And Preschool BT Corporation.

[O2023-0004066]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt L&L Academy and Preschool BT Corporation of 1754 North Paulina Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Moadon Kol Chadash.

[O2023-0003084]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Moadon Kol Chadash of 2464 North Clybourn Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

Que Tan Lejos Iras Daycare Center, Inc./Paola Pedreros.

[O2023-0003749]

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 Que Tan Lejos Iras Daycare Center, Inc. (Paola Pedreros) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility at 3846 -- 3848 West 63rd Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

SGT Holdings LLC/Eriberto Gonzalez.

[O2023-0004039]

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

Eriberto Gonzalez/SGT Holdings LLC of 4540 West Madison Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

Wilmot Construction, Inc.

[O2023-0003344]

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 Wilmot Construction, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for 2837 West Belmont Avenue.

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, October 4, 2023.

To the President and Members of the City Council:

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on September 14, 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 transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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):

S. Pulaski Rd., Between W. 83rd St. And W. 84th St., To Be Known As "Honorary W. Scott Biszewski Road".

[O2023-0003850]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Pulaski Road, between West 83rd Street and West 84th Street, as "Honorary W. Scott Biszewski Road".

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

S. Merrimac Ave., From 5500 To 5600, To Be Known As "Sgt. Green Way".

[O2023-0004020]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the

necessary action for the standardization of South Merrimac Avenue, from 5500 to 5600, as "Sgt. Green Way".

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

S. Lake Park Ave., Between E. 41st Pl. And E. 42nd Pl., To Be Known As "Honorary Shirley J. Newsome Way".

[O2023-0003819]

WHEREAS, Alderwoman Shirley J. Newsome was a resident of the North Kenwood -- Oakland area of Chicago for over 34 years; and

WHEREAS, Mrs. Newsome was an important organizer in the effort to designate North Kenwood-Oakland (NKO) as a conservation area, and she later served as the Chairwoman of the NKO Conservation Community Council; and

WHEREAS, She was actively involved in addressing quality-of-life issues in neighborhoods ranging from Hyde Park to South Kenwood, from Washington Park to Woodlawn, as chairperson of the South East Chicago Commission; and

WHEREAS, Professionally Shirley J. Newsome led a distinguished 45-year career working for various federal agencies. Working tirelessly for 33 of those years for the Federal Circuit Court system; and

WHEREAS, In 2011, Mrs. Newsome came out of retirement when she was appointed Alderwoman of the 4th Ward, during which time she made sure ward operations ran smoothly and that residents were well represented; and

WHEREAS, Shirley J. Newsome was a proud and active member at Monumental Baptist Church since 1979, where she held several leadership positions; and

WHEREAS, She will be fondly remembered by her surviving brother, sister, granddaughter, three great-grandchildren, and a host of community members on the South Side; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of

South Lake Park Avenue, between East 41st Place and East 42nd Place, as "Honorary Shirley J. Newsome Way".

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

S. Oakley Ave., Between W. 79th St. And W. 79th Pl., To Be Known As "Honorary Chief Apostle Dr. Clifford E. Turner".

[O2023-0003907]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of South Oakley Avenue, between West 79th Street and West 79th Place, as "Honorary Chief Apostle Dr. Clifford E. Turner".

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

Action Deferred -- AMENDMENT OF CHAPTER 10-28 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW ARTICLE II-A (SECTION 10-28-125) REGARDING PUBLIC WAY USE PERMIT FOR PUBLIC BOOKCASES.

[SO2023-0002990]

The Committee on Transportation and Public Way submitted the following report which was, at the request of Alderperson La Spata and Alderperson Hadden, *Deferred* and ordered published:

CHICAGO, October 4, 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 substitute ordinance transmitted herewith for

an amendment of Chapter 10-28 of Municipal Code substitute (SO2023-0002990) -- amendment of Municipal Code Chapters 10-28-010 through 10-28-020 and as used in Sections 10-28-046 and 10-29-020 regarding public bookcases. This substitute ordinance was referred to the committee on July 19, 2023.

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

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,
Chair.

The following is said proposed substitute ordinance transmitted with the foregoing committee report:

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

SECTION 1. Section 10-28-010 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

10-28-010 Permission Required.

(a) For purposes of Sections 10-28-010 through 10-28-020, and as used in Sections 10-28-046 and 10-29-020, the following definitions apply:

(Omitted text is unaffected by this ordinance.)

“Kiosk” means a free standing, permanent structure erected as an accessory to a building, and used to provide information concerning the building and its occupants.

“Public bookcase” means a freestanding, permanent structure on the sidewalk or parkway erected for free exchange and storage of books by the general public. “Public bookcase” shall not include any arrangement or structure for the display or sale of goods, wares, or merchandise, including books.

(Omitted text is unaffected by this ordinance.)

(b) Unless otherwise authorized by this Code, it shall be unlawful for any person to construct, install, or maintain any of the following on, under, or above the public way without a public way use permit:

(Omitted text is unaffected by this ordinance.)

(10) a bench that does not contain advertisements, slogans, or messages; or

(11) a public bookcase; or

(12) any other structure or device, including a sign, except for a City digital sign, that is on, over, or under the public way.

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 10-28-017 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

10-28-017 Public Way Use Permit -- Fees.

(Omitted text is unaffected by this ordinance.)

(b) For all other public way uses not specified in subsection (a), the fees shall be as follows:

Type Of Public Use

Annual Fee

(Omitted text is unaffected by this ordinance.)

(7) security camera, bicycle rack, landscaping and its associated structures, portable smoking management receptacle, bench, trash container, public bookcase

No fee

(Omitted text is unaffected by this ordinance.)

SECTION 3. Article II-A of Chapter 10-28 of the Municipal Code of Chicago is hereby deleted in its entirety, and replaced with a new Article II-A, as follows:

Article II-A. Public Bookcases (10-28-125, et seq.)

10-28-125 Permit Required.

(a) For purposes of this Section 10-28-125, the terms "public bookcase" and "public way use permit" have the same meaning ascribed to those terms in Section 10-28-010.

(b) Each public bookcase shall require a public way use permit. It shall be the duty of the owner of the public bookcase to obtain the public way use permit for such public bookcase. Unless otherwise provided in this Article II-A, the provisions of Sections 10-28-010 through and including 10-28-017 shall be applicable to public way use permits for public bookcases.

(c) Only organizations, not-for-profit entities, and licensed businesses are eligible for public way use permits for public bookcases. Nothing in this Section shall prohibit the operation of a public bookcase by any person if such public bookcase is located wholly on private property, whether or not such public bookcase is accessible to the general public.

(d) An application for a public way use permit for a public bookcase use shall be made in accordance with Section 10-28-015 and the fees for such use shall be as set forth in Section 10-28-017, provided that if the applicant for a public way use permit for a public bookcase is not the owner of the property which abuts the public way or other public place where the public bookcase will be located, the applicant shall submit written consent of the abutting property owners as part of their application for a public way use permit.

(e) Each permit holder shall paint, plainly mark, or otherwise permanently affix the permit number and the permit holder's name, address, and telephone number on the outside of each public bookcase.

(f) The Commissioner is authorized to promulgate rules specifying location and design requirements and to carry out the purposes of this article. A permittee shall comply with the rules promulgated pursuant to this article, which shall have the force and effect of law.

SECTION 4. After passage and publication, this ordinance shall take effect on January 1, 2024.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

Alderperson Harris 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 HALL (6th Ward):

***CONGRATULATIONS EXTENDED TO REVEREND INNIS MILLER ON
INSTALLATION AS PASTOR OF KELLY WOODLAWN UNITED METHODIST
CHURCH.***

[R2023-0004522]

WHEREAS, Kelly Woodlawn United Methodist Church has a rich history that dates back to the merger of Kelly United Methodist Church and Woodlawn United Methodist Church in 2007, forging a congregation that has thrived through the years; and

WHEREAS, Kelly Woodlawn United Methodist Church has been a beacon of faith, hope and community in the Park Manor neighborhood of Chicago, and has evolved with grace and resilience in response to the changing dynamics of its surroundings. The church building, that has stood since 1911, has been a place of worship, fellowship and spiritual growth for generations of faithful individuals; and

WHEREAS, The leadership of Kelly Woodlawn United Methodist Church has been marked by dedicated pastors who have faithfully shepherded the congregation and

nurtured its spiritual growth throughout its history. The remarkable service of Reverend Colleen M. Norman played a pivotal role in guiding the congregation through the merger and fostering unity within the church. The passionate and transformative ministry of Reverend Dr. Michelle Taylor Sanders, who continued to build upon the strong foundation laid by Reverend Norman, inspired spiritual growth and community engagement. The Reverend Andrea Davidson's pastoral gifts and creative leadership enriched the congregation and its community; and

WHEREAS, On August 27, 2023, Kelly Woodlawn United Methodist Church welcomed Reverend Innis L. Miller, a native of the West African nation of Liberia, and his family as they embark on their new journey of ministry during the celebration of his installation as its pastor. Reverend Miller brings years of pastoral experience and cross-cultural knowledge; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6th Ward, has brought to the attention of this august body the spiritual leadership, wisdom and pastoral care that Reverend Miller brings to instill hope and enthusiasm to all of this city's faith-based community; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered together this 4th day of October 2023 A.D., do hereby express our congratulations to Reverend Innis L. Miller and the congregation of the Kelly Woodlawn United Methodist Church on the occasion of the installation of its newest pastor and extend our very best wishes for success in the years to follow; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Reverend Innis L. Miller and his family.

Presented By

ALDERPERSON HARRIS (8th Ward):

TRIBUTE TO LATE JOYCE ANN CHAPMAN.

[R2023-0004945]

WHEREAS, Almighty God, in His infinite wisdom and judgment, has called Joyce Ann Chapman, an outstanding citizen of the City of Chicago, to her everlasting reward and returned to the heavenly realm on September 27, 2023; and

WHEREAS, This august Chicago City Council body has been informed of her passing by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Joyce Ann Chapman was born on February 19, 1956 to Charles and Kuniko Chapman in Tokyo, Japan, and was a sibling to two sisters and four brothers; and

WHEREAS, She had the distinct opportunity to travel extensively and went to school on military bases, making her culturally aware and sensitive to all; and

WHEREAS, Joyce Chapman organized the community to come together to develop a quality of life plan for the Far South Side of Chicago in January 2019. At the first meeting on January 29, 2020, there were over 80 organizations present to get involved and to ensure that the process of the QLP would be for all; and

WHEREAS, Joyce was nominated in October 2021 and became the vice president for the National Community Based Organization Network -- NCBON; and

WHEREAS, Joyce Chapman was appointed by the Honorable Mayor Lori Lightfoot to serve on the Chicago Board of Education in June 2022, and in addition was appointed to serve as a commissioner to the Public Building Commission of Chicago in September 2022; and

WHEREAS, She was committed to ensuring that all children and families receive quality education, have productive public safety, adequate housing and provide support to all positive community initiatives; and

WHEREAS, She leaves to cherish the memories and to celebrate her life, three daughters, Ashanti, Umi and Amina; eight grandchildren, Malani, Jay'von, Jayden, Makai, Makayla, Makari, Masami and Jayson; and a host of very special family and friends to cherish her memory; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby express our deep sorrow on the passing of Joyce Ann Chapman and extend to her family our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Ms. Joyce Ann Chapman.

CONGRATULATIONS EXTENDED TO CYNTHIA D. ADAMS ON 70TH BIRTHDAY.
[R2023-0004465]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cynthia D. Adams 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 Cynthia D. Adams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cynthia D. Adams 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 4th of October 2023, do hereby congratulate Cynthia D. Adams on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Cynthia D. Adams 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 Cynthia D. Adams in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VICTOR W. ALLEN ON 65TH BIRTHDAY.
[R2023-0004518]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Victor W. Allen 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 Victor W. Allen on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Victor W. Allen 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 4th of October 2023, do hereby congratulate Victor W. Allen on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Victor W. Allen 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 Victor W. Allen in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHERYL V. ANDREWS ON 65TH BIRTHDAY.
[R2023-0004463]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl V. Andrews 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 Cheryl V. Andrews on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl V. Andrews 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 4th of October 2023, do hereby congratulate Cheryl V. Andrews on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Cheryl V. Andrews 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 Cheryl V. Andrews in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARTHA L. BENNETT ON 70TH BIRTHDAY.
[R2023-0004499]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Martha L. Bennett 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 Martha L. Bennett on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Martha L. Bennett 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 4th of October 2023, do hereby congratulate Martha L. Bennett on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Martha L. Bennett 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 Martha L. Bennett in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN ROBERT BOLDEN ON
85TH BIRTHDAY.

[R2023-0004486]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Robert Bolden 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 John Robert Bolden on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Robert Bolden 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 4th of October 2023, do hereby congratulate John Robert Bolden on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to John Robert Bolden 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 John Robert Bolden in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ELMA JEAN COLEMAN ON
85TH BIRTHDAY.

[R2023-0004473]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elma Jean Coleman 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 Elma Jean Coleman on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Elma Jean Coleman 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 4th of October 2023, do hereby congratulate Elma Jean Coleman on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Elma Jean Coleman 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 Elma Jean Coleman in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LOUIS C. CRENSHAW ON 75TH BIRTHDAY.
[R2023-0004492]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Louis C. Crenshaw 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 Louis C. Crenshaw on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Louis C. Crenshaw 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 4th of October 2023, do hereby congratulate Louis C. Crenshaw on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Louis C. Crenshaw 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 Louis C. Crenshaw in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSHELLE W. DAVENPORT ON 70TH BIRTHDAY.

[R2023-0004510]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roshelle W. Davenport 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 Roshelle W. Davenport on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roshelle W. Davenport 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 4th of October 2023, do hereby congratulate Roselle W. Davenport on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Roselle W. Davenport 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 Roselle W. Davenport in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILNER DOSSOUS ON 70TH BIRTHDAY.

[R2023-0004519]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Wilner Dossous 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 Wilner Dossous on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Wilner Dossous 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 4th of October 2023, do hereby congratulate Wilner Dossous on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Wilner Dossous 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 Wilner Dossous in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO IGBINOGHODUA J. EDMWONYI ON 65TH BIRTHDAY.

[R2023-0004482]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Igbinoghodua J. Edomwonyi 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 Igbinoghodua J. Edomwonyi on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Igbinoghodua J. Edomwonyi 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 4th of October 2023, do hereby congratulate Igbinoghodua J. Edomwonyi on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Igbinoghodua J. Edomwonyi 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 Igbinoghodua J. Edomwonyi in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO OSA FORD ON 80TH BIRTHDAY.

[R2023-0004500]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Osa Ford 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 Osa Ford on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Osa 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 4th of October 2023, do hereby congratulate Osa Ford on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Osa Ford 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 Osa Ford in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBIN E. GILL ON 70TH BIRTHDAY.

[R2023-0004505]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robin E. Gill 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 Robin E. Gill on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robin E. Gill 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 4th of October 2023, do hereby congratulate Robin E. Gill on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robin E. Gill 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 Robin E. Gill in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHIRLEY V. GREEN ON 80TH BIRTHDAY.
[R2023-0004512]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley V. Green 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 Shirley V. Green on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shirley V. Green 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 4th of October 2023, do hereby congratulate Shirley V. Green on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Shirley V. Green 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 Shirley V. Green in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FRANK J. HAMILTON, JR. ON 75TH BIRTHDAY.

[R2023-0004476]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Frank J. Hamilton, Jr. in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Frank J. Hamilton, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Frank J. Hamilton, 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 4th of October 2023, do hereby congratulate Frank J. Hamilton, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Frank J. Hamilton, Jr. for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Frank J. Hamilton, Jr. in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DEBORAH ANN HARDY ON 65TH BIRTHDAY.

[R2023-0004467]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deborah Ann Hardy 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 Deborah Ann Hardy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Deborah Ann Hardy 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 4th of October 2023, do hereby congratulate Deborah Ann Hardy on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Deborah Ann Hardy 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 Deborah Ann Hardy in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT E. HARPER ON 75TH BIRTHDAY.
[R2023-0004503]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert E. Harper 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 E. Harper on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert E. Harper 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 4th of October 2023, do hereby congratulate Robert E. Harper on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robert E. Harper 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 E. Harper in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PAMELA R. HAWKINS ON 65TH BIRTHDAY.
[R2023-0004501]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pamela R. Hawkins 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 Pamela R. Hawkins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Pamela R. Hawkins 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 4th of October 2023, do hereby congratulate Pamela R. Hawkins on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Pamela R. Hawkins 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 Pamela R. Hawkins in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERTA HOLLAND ON 65TH BIRTHDAY.
[R2023-0004504]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roberta Holland 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 Roberta Holland on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roberta Holland 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 4th of October 2023, do hereby congratulate Roberta Holland on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Roberta Holland 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 Roberta Holland in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAFREDDA HOLMES ON 75TH BIRTHDAY.
[R2023-0004488]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lafredda Holmes 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 Lafredda Holmes on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lafredda Holmes 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 4th of October 2023, do hereby congratulate Lafredda Holmes on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lafredda Holmes 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 Lafredda Holmes in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DARLENE R. JEMISON HOOVER ON 75TH BIRTHDAY.

[R2023-0004466]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Darlene R. Jemison Hoover 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 Darlene R. Jemison Hoover on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Darlene R. Jemison Hoover 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 4th of October 2023, do hereby congratulate Darlene R. Jemison Hoover on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Darlene R. Jemison Hoover 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 Darlene R. Jemison Hoover in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GERALDINE HUGHES ON 65TH BIRTHDAY.
[R2023-0004477]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Geraldine Hughes 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 Geraldine Hughes on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Geraldine Hughes 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 4th of October 2023, do hereby congratulate Geraldine Hughes on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Geraldine Hughes 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 Geraldine Hughes in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PHYLLIS M. JACKSON ON 80TH BIRTHDAY.
[R2023-0004502]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Phyllis M. 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 Phyllis M. Jackson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Phyllis M. 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 4th of October 2023, do hereby congratulate Phyllis M. Jackson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Phyllis M. 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 Phyllis M. Jackson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO STEPHANIE JACKSON ON
65TH BIRTHDAY.

[R2023-0004514]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Stephanie Jackson 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 Stephanie Jackson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Stephanie 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 4th of October 2023, do hereby congratulate Stephanie Jackson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Stephanie Jackson 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 Stephanie Jackson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KEVIN EARL JOHNSON ON
70TH BIRTHDAY.

[R2023-0004487]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kevin Earl Johnson 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 Kevin Earl Johnson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kevin Earl Johnson 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 4th of October 2023, do hereby congratulate Kevin Earl Johnson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Kevin Earl Johnson 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 Kevin Earl Johnson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROOSEVELT J. JONES, JR. ON 65TH BIRTHDAY.

[R2023-0004509]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roosevelt J. Jones, Jr. in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Roosevelt J. Jones, Jr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roosevelt J. Jones, 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 4th of October 2023, do hereby congratulate Roosevelt J. Jones, Jr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Roosevelt J. Jones, Jr. for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Roosevelt J. Jones, Jr. in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JANIE LARRY ON 70TH BIRTHDAY.

[R2023-0004483]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Janie Larry 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 Janie Larry on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Janie Larry 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 4th of October 2023, do hereby congratulate Janie Larry on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Janie Larry 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 Janie Larry in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSEMARY LOPEZ ON 65TH BIRTHDAY.
[R2023-0004511]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosemary Lopez 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 Rosemary Lopez on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rosemary Lopez 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 4th of October 2023, do hereby congratulate Rosemary Lopez on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Rosemary Lopez 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 Rosemary Lopez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GERTRUDE M. MARTIN ON 90TH BIRTHDAY.

[R2023-0004479]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gertrude M. Martin in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Gertrude M. Martin on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gertrude M. Martin 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 4th of October 2023, do hereby congratulate Gertrude M. Martin on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gertrude M. Martin for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gertrude M. Martin in honor of her 90th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO CLARA M. MITCHELL ON 85TH BIRTHDAY.

[R2023-0004464]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Clara M. Mitchell 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 Clara M. Mitchell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Clara M. Mitchell 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 4th of October 2023, do hereby congratulate Clara M. Mitchell on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Clara M. Mitchell 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 Clara M. Mitchell in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO STEPHANY MITCHELL-STINSON ON 65TH BIRTHDAY.

[R2023-0004515]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Stephany Mitchell-Stinson 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 Stephany Mitchell-Stinson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Stephany Mitchell-Stinson 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 4th of October 2023, do hereby congratulate Stephany Mitchell-Stinson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Stephany Mitchell-Stinson 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 Stephany Mitchell-Stinson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAURA L. PALMER ON 75TH BIRTHDAY.

[R2023-0004489]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Laura L. Palmer 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 Laura L. Palmer on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Laura L. Palmer 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 4th of October 2023, do hereby congratulate Laura L. Palmer on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Laura L. Palmer 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 Laura L. Palmer in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TANYA M. PARKS ON 65TH BIRTHDAY.

[R2023-0004516]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Tanya M. Parks 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 Tanya M. Parks on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Tanya M. Parks 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 4th of October 2023, do hereby congratulate Tanya M. Parks on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Tanya M. Parks 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 Tanya M. Parks in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LOIS A. RANDLE ON 90TH BIRTHDAY.
[R2023-0004491]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lois A. Randle in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Lois A. Randle on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lois A. Randle 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 4th of October 2023, do hereby congratulate Lois A. Randle on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lois A. Randle for her continued good health, happiness and success following this, her 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lois A. Randle in honor of her 90th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CARLOS N. RANDOLPH, SR. ON 70TH BIRTHDAY.

[R2023-0004462]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carlos N. Randolph, Sr. 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 Carlos N. Randolph, Sr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carlos N. Randolph, 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 4th of October 2023, do hereby congratulate Carlos N. Randolph, Sr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carlos N. Randolph, Sr. 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 Carlos N. Randolph, Sr. in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARCIA L. REAVES ON 70TH BIRTHDAY.
[R2023-0004496]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marcia L. Reaves 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 Marcia L. Reaves on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marcia L. Reaves 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 4th of October 2023, do hereby congratulate Marcia L. Reaves on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Marcia L. Reaves 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 Marcia L. Reaves in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EDNA SCOTT ON 70TH BIRTHDAY.
[R2023-0004472]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Edna Scott 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 Edna Scott on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Edna Scott 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 4th of October 2023, do hereby congratulate Edna Scott on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Edna Scott 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 Edna Scott in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FLORENCE Y. SHANNON ON 75TH BIRTHDAY.

[R2023-0004474]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Florence Y. Shannon 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 Florence Y. Shannon on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Florence Y. Shannon 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 4th of October 2023, do hereby congratulate Florence Y. Shannon on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Florence Y. Shannon 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 Florence Y. Shannon in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONALD R. SHAW ON 70TH BIRTHDAY.
[R2023-0004470]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donald R. Shaw 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 Donald R. Shaw on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donald R. Shaw 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 4th of October 2023, do hereby congratulate Donald R. Shaw on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Donald R. Shaw 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 Donald R. Shaw in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LAVERNE SHAW ON 70TH BIRTHDAY.

[R2023-0004490]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Laverne Shaw 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 Laverne Shaw on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Laverne Shaw 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 4th of October 2023, do hereby congratulate Laverne Shaw on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Laverne Shaw 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 Laverne Shaw in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLANVILLE DAVID SIMPSON ON 70TH BIRTHDAY.

[R2023-0004480]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Glanville David Simpson 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 Glanville David Simpson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Glanville David Simpson 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 4th of October 2023, do hereby congratulate Glanville David Simpson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Glanville David Simpson 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 Glanville David Simpson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HILDA G. SPENCER ON 70TH BIRTHDAY.
[R2023-0004481]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hilda G. Spencer 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 Hilda G. Spencer on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Hilda G. Spencer 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 4th of October 2023, do hereby congratulate Hilda G. Spencer on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Hilda G. Spencer 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 Hilda G. Spencer in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DEBORAH L. SWAIN ON 65TH BIRTHDAY.
[R2023-0004468]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Deborah L. Swain 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 Deborah L. Swain on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Deborah L. Swain 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 4th of October 2023, do hereby congratulate Deborah L. Swain on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Deborah L. Swain 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 Deborah L. Swain in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANE L. WALKER ON 85TH BIRTHDAY.
[R2023-0004469]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diane L. Walker 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 Diane L. Walker on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Diane L. Walker 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 4th of October 2023, do hereby congratulate Diane L. Walker on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Diane L. Walker 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 Diane L. Walker in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DOROTHY WEBB ON 85TH BIRTHDAY.

[R2023-0004471]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dorothy Webb 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 Dorothy Webb on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dorothy Webb 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 4th of October 2023, do hereby congratulate Dorothy Webb on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Dorothy Webb 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 Dorothy Webb in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CALVIN A. WILLIAMS ON 75TH BIRTHDAY.

[R2023-0004437]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Calvin A. Williams 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 Calvin A. Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Calvin A. Williams 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 4th of October 2023, do hereby congratulate Calvin A. Williams on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Calvin A. Williams 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 Calvin A. Williams in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VANESSA R. WILSON ON 65TH BIRTHDAY.
[R2023-0004517]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vanessa R. Wilson 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 Vanessa R. Wilson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vanessa R. Wilson belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023, do hereby congratulate Vanessa R. Wilson on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vanessa R. Wilson 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 Vanessa R. Wilson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROMIA WOODS ON 90TH BIRTHDAY.
[R2023-0004506]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Romia Woods in honor of his 90th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Romia Woods on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Romia Woods belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023, do hereby congratulate Romia Woods on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Romia Woods for his continued good health, happiness and success following this, his 90th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Romia Woods in honor of his 90th birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO POLICE OFFICER TROY LEE YATES, JR.
ON 90TH BIRTHDAY.*

[R2023-0004574]

WHEREAS, This august Chicago City Council body has been informed of Officer Troy Lee Yates, Jr. and his outstanding achievements by the Honorable Michelle A. Harris, Alderperson of the 8th Ward; and

WHEREAS, Officer Troy Lee Yates, Jr. will celebrate his 90th birthday on October 4, 2023; and

WHEREAS, Officer Troy Lee Yates, Jr. was born in Chicago in 1933 and was raised in the Ida B. Wells housing projects; and

WHEREAS, He graduated from Doolittle Elementary and Wendell Phillips High School in 1951. He attended Wilson Junior College where he received a football scholarship to Bradley University; and

WHEREAS, He was drafted into the Korean War in 1954 where he served overseas; and

WHEREAS, In 1961, Officer Yates began his career with the Chicago Police Department and retired April 8, 1992; and

WHEREAS, He received numerous accommodations, and his proudest accommodation came as a result of saving a family from a burning building in South Chicago in 1976; and

WHEREAS, He lived and served in the 8th Ward for over 40 years; and

WHEREAS, He has been married to his current wife, April Darling Yates, for 41 years; and

WHEREAS, He has 14 children, 16 grandchildren, 13 great-grandchildren and three great-great-grandchildren; and

WHEREAS, Officer Yates has been a member of Third Baptist Church of Chicago for over 56 years, serving in the choir and on the deacon and trustee boards; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago do hereby express our congratulations and best wishes; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Police Officer Troy Lee Yates, Jr.

Presented By

ALDERPERSON LEE (11th Ward):

**CONGRATULATIONS EXTENDED TO OFFICER CHERYL CLARK ON
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2023-0004327]

WHEREAS, I, Alderperson Nicole T. Lee, on behalf of the residents of the City of Chicago and my fellow colleagues of the Chicago City Council, inform this august body of the retirement of Officer Cheryl Clark from the Chicago Police Department; and

WHEREAS, Officer Cheryl Clark will be retiring on September 14, 2023 after 29 years of service with honor and distinction, displaying professionalism, compassion and an unwavering commitment to the Chicago Police Department motto "We Serve and Protect"; and

WHEREAS, Officer Cheryl Clark has consistently upheld the highest standards of law enforcement, serving as a role model for her colleagues and inspiring trust and confidence among the residents of Chicago, especially in the 9th District, where she spent the majority of her career at the Chicago Police Department; and

WHEREAS, Officer Cheryl Clark has exhibited remarkable leadership in various assignments within the police department, serving the 9th District in a series of roles, including abandoned building officer, domestic violence officer, faith-based officer, youth officer and, finally, senior citizens officer, and

WHEREAS, Officer Cheryl Clark has demonstrated a deep commitment to community engagement and outreach, fostering positive relationships between law enforcement and the citizens of Chicago, thereby contributing to the safety and well-being of our community; and

WHEREAS, Officer Cheryl Clark has selflessly placed herself in harm's way to protect our city, and her dedication to public safety has earned her the admiration and respect of her peers, superiors and the citizens she has sworn to serve and protect; and

WHEREAS, Officer Cheryl Clark, in the course of her career, became a devoted mother to Chaz, with whom she is looking forward to spending more time with her upon retirement, in addition to her family and friends; and

WHEREAS, Officer Cheryl Clark, in her retirement, leaves behind a legacy of service that will be remembered and cherished by the Chicago Police Department -- with special affection from the community of the 9th District; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, express our gratitude and heartfelt appreciation to Officer Cheryl Clark on her 29 years of dedicated service to the City of Chicago and wish her health and happiness in her well-deserved retirement; and

Be It Further Resolved, That this City Council recognizes Officer Cheryl Clark's enduring contributions to the safety and security of our community and acknowledges her as a true exemplar of the values and principles that our city holds dear; and

Be It Further Resolved, That this resolution be presented to Officer Cheryl Clark in a public ceremony, with a copy to be retained in the archives of the Chicago City Council as a lasting testament to her distinguished service and dedication.

CONGRATULATIONS EXTENDED TO DETECTIVE CAROL MARESSO ON
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2023-0004324]

WHEREAS, I, Alderperson Nicole T. Lee, on behalf of the residents of the City of Chicago and my fellow colleagues of the Chicago City Council, inform this august body of the retirement of Detective Carol Maresso from the Chicago Police Department; and

WHEREAS, Detective Carol Maresso, Star Number 20183, retired on July 7, 2023 after 29 years of service with honor and distinction, displaying professionalism, compassion and an unwavering commitment to the Chicago Police Department motto "to serve and protect"; and

WHEREAS, On July 5, 1994, Detective Carol Maresso began her career with the Chicago Police Department as an officer, working tirelessly for the benefit of the residents of the City of Chicago, protecting life and property from harm, ensuring more healthy and vibrant communities in the 10th District, Public Housing South, and the 12th District and throughout the City of Chicago; and

WHEREAS, On July 6, 2001, Officer Carol Maresso was promoted to the rank of detective, serving in Area Four and Area One detective divisions, where she was called upon to use her communication and critical thinking skills and expertise in conducting specialized investigative work, while maintaining her professionalism, impartiality, and empathy and compassion for victims and family members; and

WHEREAS, Detective Carol Maresso has earned the following awards throughout her career with the Chicago Police Department: two Annual Bureau Awards of Recognition; two special commendations; 21 department commendations; 22 honorable mentions; Joint Operations Award; four Unit Meritorious Performance Awards; Attendance Recognition Awards; 2004, 2009 and 2019 Crime Reduction Award; 2012 NATO Summit Service Award; Presidential Election Deployment Award; 1996 Democratic National Convention Service Award; and four complimentary letters; and

WHEREAS, Detective Carol Maresso grew up in the Chicago Lawn neighborhood and attended St. Nicholas of Toletine School and Maria High School where she excelled academically; and

WHEREAS, Detective Carol Maresso is a loving and caring mother to Gianna and Dominic Schaaf, to whom she is deeply devoted and looking forward to spending even more time with upon retirement. Along with spending time with family and friends, Detective Carol Maresso hopes to take road trips throughout the country and a much-deserved trip to Italy; and

WHEREAS, Colleagues, friends, and family joyfully gathered on August 19, 2023 in celebration of the commitment, dedication and bravery of Detective Carol Maresso in fulfilling her duties to the Chicago Police Department and 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 4th day of October 2023, do hereby, in acknowledgement of the sacrifices made, express our gratitude and heartfelt appreciation to Detective Carol Maresso on her 29 years of dedicated service to the City of Chicago and wish her health and happiness in her retirement; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Detective Carol Maresso.

Presented By

ALDERPERSON LOPEZ (15th Ward):

CONGRATULATIONS EXTENDED TO RODERICK ADAMS ON 70TH BIRTHDAY.
[R2023-0004855]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roderick Adams 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 Roderick Adams on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Roderick Adams 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Roderick Adams on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Roderick Adams for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Roderick Adams in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JESUS AGUILAR ON 75TH BIRTHDAY.
[R2023-0004838]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jesus Aguilar 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 Jesus Aguilar on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jesus Aguilar 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Jesus Aguilar on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Jesus Aguilar for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jesus Aguilar in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MIGUEL ALMANSA ON 70TH BIRTHDAY.
[R2023-0004709]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Miguel Almansa 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 Miguel Almansa in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Miguel Almansa 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 4th of October 2023 A.D., do hereby congratulate Miguel Almansa on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Miguel Almansa 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 Miguel Almansa in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORENZA ANGULO ON 75TH BIRTHDAY.
[R2023-0004700]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lorenza Angulo 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 Lorenza Angulo in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lorenza Angulo 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 4th of October 2023 A.D., do hereby congratulate Lorenza Angulo on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Lorenza Angulo 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 Lorenza Angulo in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIAM ARRINGTON ON 70TH BIRTHDAY.
[R2023-0004720]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William Arrington 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 William Arrington in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William Arrington 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 4th of October 2023 A.D., do hereby congratulate William Arrington on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to William Arrington 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 William Arrington in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA ARRUTI ON 65TH BIRTHDAY.

[R2023-0004848]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Arruti 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 Arruti on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Arruti 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Maria Arruti on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Maria Arruti for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Maria Arruti in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LILLIE AUGUSTA ON 75TH BIRTHDAY.
[R2023-0004557]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillie Augusta 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 Lillie Augusta on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lillie Augusta 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 4th of October 2023 A.D., do hereby congratulate Lillie Augusta on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Lillie Augusta 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 Lillie Augusta in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA AYALA ON 65TH BIRTHDAY.
[R2023-0004889]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Ayala 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 Patricia Ayala on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Ayala 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Patricia Ayala on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Patricia Ayala for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Patricia Ayala in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAN BAHENA ON 65TH BIRTHDAY.

[R2023-0004877]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Bahena 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 Bahena on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Juan Bahena 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Juan Bahena on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Juan Bahena for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Juan Bahena in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CORNELIUS BRENT ON 65TH BIRTHDAY.
[R2023-0004689]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cornelius Brent 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 Cornelius Brent in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cornelius Brent 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 4th of October 2023 A.D., do hereby congratulate Cornelius Brent on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Cornelius Brent 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 Cornelius Brent in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA BROWN ON 65TH BIRTHDAY.
[R2023-0004852]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia 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 Patricia Brown on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Patricia Brown on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Patricia Brown for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Patricia Brown in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANGUS BURNS ON 70TH BIRTHDAY.

[R2023-0004725]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Angus Burns 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 Angus Burns on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Angus Burns 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Angus Burns on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Angus Burns for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Angus Burns in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RIGOBERTO CALDERON ON 70TH BIRTHDAY.

[R2023-0004891]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rigoberto Calderon 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 Rigoberto Calderon on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rigoberto Calderon 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Rigoberto Calderon on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Rigoberto Calderon for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Rigoberto Calderon in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EUGENIA CAMBRAY DE RODRIGUEZ ON 70TH BIRTHDAY.

[R2023-0004540]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eugenia Cambray De Rodriguez 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 Eugenia Cambray De Rodriguez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eugenia Cambray De Rodriguez 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 4th of October 2023 A.D., do hereby congratulate Eugenia Cambray De Rodriguez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Eugenia Cambray De Rodriguez 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 Eugenia Cambray De Rodriguez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALFREDO CANTU ON 80TH BIRTHDAY.

[R2023-0004864]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alfredo Cantu in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Alfredo Cantu on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alfredo Cantu has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Alfredo Cantu on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Alfredo Cantu for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Alfredo Cantu in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ARTURO CARLOS ON 75TH BIRTHDAY.
[R2023-0004683]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arturo Carlos 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 Arturo Carlos in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arturo Carlos 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 4th of October 2023 A.D., do hereby congratulate Arturo Carlos on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Arturo Carlos 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 Arturo Carlos in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VICENTE CASTILLO ON 65TH BIRTHDAY.
[R2023-0004862]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vicente Castillo 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 Vicente Castillo on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vicente Castillo 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Vicente Castillo on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Vicente Castillo for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Vicente Castillo in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RAFAEL CISNEROS ON 65TH BIRTHDAY.
[R2023-0004713]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rafael Cisneros 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 Rafael Cisneros in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rafael Cisneros 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 4th of October 2023 A.D., do hereby congratulate Rafael Cisneros on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Rafael Cisneros 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 Rafael Cisneros in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MICHAEL CLIFFORD ON 65TH BIRTHDAY.
[R2023-0004850]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Michael Clifford 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 Michael Clifford on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Michael Clifford 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Michael Clifford on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Michael Clifford for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Michael Clifford in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EMMA COLEMAN ON 70TH BIRTHDAY.
[R2023-0004535]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Emma Coleman 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 Emma Coleman on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Emma Coleman 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 4th of October 2023 A.D., do hereby congratulate Emma Coleman on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Emma Coleman 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 Emma Coleman in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA CRUZ ON 70TH BIRTHDAY.

[R2023-0004885]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Cruz 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 Maria Cruz on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Cruz 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Maria Cruz on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Maria Cruz for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Maria Cruz in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSEMARY CURTIS ON 75TH BIRTHDAY.
[R2023-0004714]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosemary Curtis 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 Rosemary Curtis in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rosemary Curtis 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 4th of October 2023 A.D., do hereby congratulate Rosemary Curtis on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Rosemary Curtis 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 Rosemary Curtis in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HILDA DAVILA ON 65TH BIRTHDAY.
[R2023-0004873]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hilda Davila 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 Hilda Davila on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Hilda Davila 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Hilda Davila on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Hilda Davila for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Hilda Davila in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MANUEL DAVIS ON 80TH BIRTHDAY.
[R2023-0004882]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Manuel Davis in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Manuel Davis on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Manuel Davis has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Manuel Davis on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Manuel Davis for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Manuel Davis in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CENCEPCION DE-LA-CRUZ ON 70TH BIRTHDAY.

[R2023-0004687]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cencepcion De-La-Cruz 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 Cencepcion De-La-Cruz in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cencepcion De-La-Cruz 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 4th of October 2023 A.D., do hereby congratulate Cencepcion De-La-Cruz on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Cencepcion De-La-Cruz 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 Cencepcion De-La-Cruz in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FIDEL DELEON ON 70TH BIRTHDAY.

[R2023-0004543]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Fidel Deleon 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 Fidel Deleon on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Fidel Deleon 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 4th of October 2023 A.D., do hereby congratulate Fidel Deleon on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Fidel Deleon 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 Fidel Deleon in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ETEL DELGADO ON 70TH BIRTHDAY.
[R2023-0004693]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Etel Delgado 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 Etel Delgado in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Etel Delgado 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 4th of October 2023 A.D., do hereby congratulate Etel Delgado on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Etel Delgado 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 Etel Delgado in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JESUS DIAZ ON 75TH BIRTHDAY.

[R2023-0004548]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jesus Diaz 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 Jesus Diaz on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jesus Diaz 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 4th of October 2023 A.D., do hereby congratulate Jesus Diaz on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jesus Diaz 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 Jesus Diaz in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE DIAZ ON 75TH BIRTHDAY.

[R2023-0004553]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Diaz 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 Jose Diaz on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Diaz 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 4th of October 2023 A.D., do hereby congratulate Jose Diaz on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jose Diaz 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 Jose Diaz in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA DIAZ ON 70TH BIRTHDAY.

[R2023-0004849]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Diaz 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 Maria Diaz on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Diaz 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Maria Diaz on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Maria Diaz for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Maria Diaz in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOANNE DONEGAN ON 65TH BIRTHDAY.
[R2023-0004876]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joanne Donegan 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 Joanne Donegan on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joanne Donegan 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Joanne Donegan on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Joanne Donegan for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Joanne Donegan in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VICTOR DOTSON ON 70TH BIRTHDAY.
[R2023-0004894]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Victor Dotson 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 Victor Dotson on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Victor Dotson 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Victor Dotson on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Victor Dotson for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Victor Dotson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DIANE EDWARDS ON 65TH BIRTHDAY.

[R2023-0004691]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Diane Edwards 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 Diane Edwards in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Diane Edwards 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 4th of October 2023 A.D., do hereby congratulate Diane Edwards on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Diane Edwards 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 Diane Edwards in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DWIGHT FITZPATRICK ON 65TH BIRTHDAY.

[R2023-0004868]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dwight Fitzpatrick 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 Dwight Fitzpatrick on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dwight Fitzpatrick 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Dwight Fitzpatrick on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Dwight Fitzpatrick for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Dwight Fitzpatrick in honor of his 65th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO EUGENE FLOYD ON 65TH BIRTHDAY.

[R2023-0004539]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eugene Floyd 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 Eugene Floyd on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eugene Floyd 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 4th of October 2023 A.D., do hereby congratulate Eugene Floyd on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Eugene Floyd 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 Eugene Floyd in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GWENDOLYN FRENZEL ON
80TH BIRTHDAY.

[R2023-0004872]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn Frenzel in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Gwendolyn Frenzel on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gwendolyn Frenzel has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Gwendolyn Frenzel on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Gwendolyn Frenzel for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Gwendolyn Frenzel in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KATHRYN FULLER ON 70TH BIRTHDAY.
[R2023-0004846]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kathryn Fuller 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 Kathryn Fuller on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kathryn Fuller 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Kathryn Fuller on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Kathryn Fuller for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Kathryn Fuller in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGARET GACH ON 65TH BIRTHDAY.
[R2023-0004704]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margaret "Mags" Gach 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 Margaret "Mags" Gach in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Margaret "Mags" Gach 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 4th of October 2023 A.D., do hereby congratulate Margaret "Mags" Gach on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Margaret "Mags" Gach 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 Margaret "Mags" Gach in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LORNA GALIMA ON 70TH BIRTHDAY.

[R2023-0004847]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lorna Galima 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 Lorna Galima on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lorna Galima 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Lorna Galima on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Lorna Galima for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Lorna Galima in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SALVADOR GARCIA ON 65TH BIRTHDAY.
[R2023-0004570]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Salvador Garcia 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 Salvador Garcia on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Salvador Garcia 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 4th of October 2023 A.D., do hereby congratulate Salvador Garcia on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Salvador Garcia 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 Salvador Garcia in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALFREDO GODINEZ ON 70TH BIRTHDAY.
[R2023-0004682]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alfredo Godinez 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 Alfredo Godinez in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alfredo Godinez 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 4th of October 2023 A.D., do hereby congratulate Alfredo Godinez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Alfredo Godinez 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 Alfredo Godinez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANA GOMEZ ON 65TH BIRTHDAY.

[R2023-0004723]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ana Gomez 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 Ana Gomez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ana Gomez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Ana Gomez on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Ana Gomez for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Ana Gomez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANTONIO GOMEZ ON 75TH BIRTHDAY.

[R2023-0004529]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Antonio Gomez 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 Gomez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Antonio Gomez 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 4th of October 2023 A.D., do hereby congratulate Antonio Gomez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Antonio Gomez 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 Gomez in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CARMEN GOMEZ ON 65TH BIRTHDAY.

[R2023-0004728]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carmen Gomez 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 Carmen Gomez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carmen Gomez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Carmen Gomez on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Carmen Gomez for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Carmen Gomez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE GONZALEZ ON 70TH BIRTHDAY.

[R2023-0004554]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Gonzalez 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 Jose Gonzalez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Gonzalez 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 4th of October 2023 A.D., do hereby congratulate Jose Gonzalez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jose Gonzalez 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 Jose Gonzalez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA GONZALEZ ON 65TH BIRTHDAY.
[R2023-0004561]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Gonzalez 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 Gonzalez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Gonzalez 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 4th of October 2023 A.D., do hereby congratulate Maria Gonzalez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Maria Gonzalez 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 Gonzalez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RAFAEL GONZALEZ ON 65TH BIRTHDAY.
[R2023-0004856]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rafael Gonzalez 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 Rafael Gonzalez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rafael Gonzalez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Rafael Gonzalez on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Rafael Gonzalez for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Rafael Gonzalez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HARRISON HANNA ON 80TH BIRTHDAY.
[R2023-0004731]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Harrison Hanna in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Harrison Hanna on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Harrison Hanna has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Harrison Hanna on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Harrison Hanna for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Harrison Hanna in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CURTIS HARRIS ON 65TH BIRTHDAY.

[R2023-0004690]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Curtis Harris 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 Curtis Harris in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Curtis Harris 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 4th of October 2023 A.D., do hereby congratulate Curtis Harris on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Curtis Harris 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 Curtis Harris in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN HAYES ON 70TH BIRTHDAY.

[R2023-0004549]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Hayes 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 John Hayes on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Hayes 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 4th of October 2023 A.D., do hereby congratulate John Hayes on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to John Hayes 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 John Hayes in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KATHLEEN HEADLEY ON 70TH BIRTHDAY.
[R2023-0004845]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kathleen Headley 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 Kathleen Headley on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Kathleen Headley 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Kathleen Headley on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Kathleen Headley for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Kathleen Headley in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHNNY HENDERSON ON 65TH BIRTHDAY.

[R2023-0004552]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Johnny Henderson 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 Johnny Henderson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Johnny Henderson 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 4th of October 2023 A.D., do hereby congratulate Johnny Henderson on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Johnny Henderson 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 Johnny Henderson in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ISMAEL HERNANDEZ ON 65TH BIRTHDAY.

[R2023-0004874]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ismael Hernandez 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 Ismael Hernandez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ismael Hernandez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Ismael Hernandez on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Ismael Hernandez for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Ismael Hernandez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MIGUEL HERNANDEZ ON 75TH BIRTHDAY.
[R2023-0004851]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Miguel Hernandez 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 Miguel Hernandez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Miguel Hernandez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Miguel Hernandez on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Miguel Hernandez for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Miguel Hernandez in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PORFIRIO HERNANDEZ ON
70TH BIRTHDAY.

[R2023-0004890]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Porfirio Hernandez 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 Porfirio Hernandez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Porfirio Hernandez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Porfirio Hernandez on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Porfirio Hernandez for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Porfirio Hernandez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MACRINA HERRERA ON 65TH BIRTHDAY.

[R2023-0004702]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Macrina Herrera 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 Macrina Herrera in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Macrina Herrera 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 4th of October 2023 A.D., do hereby congratulate Macrina Herrera on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Macrina Herrera 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 Macrina Herrera in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PABLO HERRERA ON 75TH BIRTHDAY.
[R2023-0004567]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Pablo Herrera 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 Pablo Herrera on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Pablo Herrera 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 4th of October 2023 A.D., do hereby congratulate Pablo Herrera on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Pablo Herrera 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 Pablo Herrera in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIAM HILLIARD ON 65TH BIRTHDAY.
[R2023-0004895]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William Hilliard 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 William Hilliard on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William Hilliard 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate William Hilliard on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to William Hilliard for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to William Hilliard in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EUNICE HOLMES ON 65TH BIRTHDAY.
[R2023-0004694]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eunice Holmes 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 Eunice Holmes in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eunice Holmes 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 4th of October 2023 A.D., do hereby congratulate Eunice Holmes on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Eunice Holmes 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 Eunice Holmes in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHIRLEY JACKSON ON 65TH BIRTHDAY.
[R2023-0004572]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley Jackson 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 Jackson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shirley Jackson 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 4th of October 2023 A.D., do hereby congratulate Shirley Jackson on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Shirley Jackson 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 Jackson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LINDA JACOBY ON 75TH BIRTHDAY.

[R2023-0004879]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda Jacoby 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 Linda Jacoby on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Linda Jacoby 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Linda Jacoby on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Linda Jacoby for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented Linda Jacoby in honor of her 75th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO DORIS JELKS ON 65TH BIRTHDAY.

[R2023-0004692]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Doris Jelks 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 Doris Jelks in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Doris Jelks 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 4th of October 2023 A.D., do hereby congratulate Doris Jelks on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Doris Jelks 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 Doris Jelks in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GWEN JOHNSON ON 80TH BIRTHDAY.

[R2023-0004871]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwen Johnson in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Gwen Johnson on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gwen Johnson has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Gwen Johnson on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Gwen Johnson for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Gwen Johnson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO QUINCY JOHNSON ON 70TH BIRTHDAY.

[R2023-0004569]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Quincy Johnson 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 Quincy Johnson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Quincy Johnson 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 4th of October 2023 A.D., do hereby congratulate Quincy Johnson on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Quincy Johnson 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 Quincy Johnson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA LAGIGLIO ON 75TH BIRTHDAY.

[R2023-0004711]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia Lagiglio 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 Patricia Lagiglio in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia Lagiglio 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 4th of October 2023 A.D., do hereby congratulate Patricia Lagiglio on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Patricia Lagiglio 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 Patricia Lagiglio in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THOMAS LARA ON 70TH BIRTHDAY.

[R2023-0004573]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Thomas Lara 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 Thomas Lara on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Thomas Lara 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 4th of October 2023 A.D., do hereby congratulate Thomas Lara on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Thomas Lara 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 Thomas Lara in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN LIBRIZZI ON 70TH BIRTHDAY.

[R2023-0004550]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Librizzi 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 John Librizzi on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Librizzi 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 4th of October 2023 A.D., do hereby congratulate John Librizzi on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to John Librizzi 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 John Librizzi in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIE LIVINGSTON ON 75TH BIRTHDAY.

[R2023-0004721]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Livingston 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 Willie Livingston in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Willie Livingston 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 4th of October 2023 A.D., do hereby congratulate Willie Livingston on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Willie Livingston 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 Willie Livingston in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MICHAEL LOACH ON 65TH BIRTHDAY.

[R2023-0004886]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Micheal Loach 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 Micheal Loach on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Micheal Loach 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Micheal Loach on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Micheal Loach for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Micheal Loach in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLORIA LOPEZ ON 65TH BIRTHDAY.
[R2023-0004870]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria Lopez 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 Gloria Lopez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gloria Lopez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Gloria Lopez on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Gloria Lopez for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Gloria Lopez in honor of her 65th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO OSCAR LOPEZ ON 65TH BIRTHDAY.
[R2023-0004566]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Oscar Lopez 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 Oscar Lopez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Oscar Lopez 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 4th of October 2023 A.D., do hereby congratulate Oscar Lopez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Oscar Lopez 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 Oscar Lopez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RUTHIE LUCKETT ON 65TH BIRTHDAY.

[R2023-0004858]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ruthie Luckett 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 Ruthie Luckett on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ruthie Luckett 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Ruthie Luckett on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Ruthie Luckett for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Ruthie Luckett in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JULIA LUGO ON 70TH BIRTHDAY.

[R2023-0004878]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Julia Lugo 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 Julia Lugo on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Julia Lugo 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Julia Lugo on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Julia Lugo for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Julia Lugo in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ARTURO MACIAS ON 65TH BIRTHDAY.

[R2023-0004530]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arturo Macias 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 Arturo Macias on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arturo Macias 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 4th of October 2023 A.D., do hereby congratulate Arturo Macias on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Arturo Macias 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 Arturo Macias in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGARET MAHONEY ON
65TH BIRTHDAY.

[R2023-0004560]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margaret Mahoney 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 Margaret Mahoney on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Margaret Mahoney 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 Further Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Margaret Mahoney on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Margaret Mahoney 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 Margaret Mahoney in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIUS MARSHALL ON 65TH BIRTHDAY.
[R2023-0004706]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marius Marshall 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 Marius Marshall in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marius Marshall 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 4th of October 2023 A.D., do hereby congratulate Marius Marshall on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Marius Marshall 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 Marius Marshall in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LUIS MARTINEZ ON 65TH BIRTHDAY.
[R2023-0004701]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Luis Martinez 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 Luis Martinez in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Luis Martinez 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 4th of October 2023 A.D., do hereby congratulate Luis Martinez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Luis Martinez 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 Luis Martinez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NORBERTA MARTINEZ ON
75TH BIRTHDAY.

[R2023-0004565]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norberta Martinez 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 Norberta Martinez on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Norberta Martinez has been a member of our 15th Ward seniors community for the last 15 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 4th of October 2023 A.D., do hereby congratulate Norberta Martinez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Norberta Martinez 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 Norberta Martinez in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARGARET MC CARTHY ON
80TH BIRTHDAY.

[R2023-0004884]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Margaret McCarthy in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Margaret McCarthy on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Margaret McCarthy has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Margaret McCarthy on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Margaret McCarthy for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Margaret McCarthy in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DOLORES MC CAULEY ON
80TH BIRTHDAY.

[R2023-0004867]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dolores McCauley in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Dolores McCauley on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dolores McCauley has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Dolores McCauley on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Dolores McCauley for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Dolores McCauley in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MELVIN MC DONALD ON 75TH BIRTHDAY.
[R2023-0004564]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Melvin McDonald 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 Melvin McDonald on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Melvin McDonald 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 4th of October 2023 A.D., do hereby congratulate Melvin McDonald on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Melvin McDonald 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 Melvin McDonald in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FRED MC GEE ON 75TH BIRTHDAY.

[R2023-0004545]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Fred McGee 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 Fred McGee on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Fred McGee 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 4th of October 2023 A.D., do hereby congratulate Fred McGee on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Fred McGee 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 Fred McGee in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NOREEN MC GUINNESS ON 65TH BIRTHDAY.

[R2023-0004710]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Noreen McGuinness 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 Noreen McGuinness in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Noreen McGuinness 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 4th of October 2023 A.D., do hereby congratulate Noreen McGuinness on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Noreen McGuinness 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 Noreen McGuinness in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATTY MC NUTT ON 65TH BIRTHDAY.

[R2023-0004853]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patty McNutt 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 Patty McNutt on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patty McNutt 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Patty McNutt on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Patty McNutt for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Patty McNutt in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE MENDOZA ON 75TH BIRTHDAY.

[R2023-0004841]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Mendoza 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 Jose Mendoza on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Mendoza 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Jose Mendoza on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Jose Mendoza for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jose Mendoza in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARY MENDOZA ON 70TH BIRTHDAY.

[R2023-0004707]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Mendoza 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 Mary Mendoza in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary Mendoza 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 4th of October 2023 A.D., do hereby congratulate Mary Mendoza on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Mary Mendoza 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 Mary Mendoza in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CHARLES MHOON ON 65TH BIRTHDAY.
[R2023-0004866]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles Mhoon 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 Charles Mhoon on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles Mhoon 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Charles Mhoon on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Charles Mhoon for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Charles Mhoon in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLEN MIDDLETON ON 65TH BIRTHDAY.
[R2023-0004869]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Glen Middleton 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 Glen Middleton on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Glen Middleton 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 by the City Council of the City of Chicago, that we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Glen Middleton on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Glen Middleton for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Glen Middleton in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES MIKOTA ON 75TH BIRTHDAY.
[R2023-0004698]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Mikota 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 James Mikota in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James Mikota 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 4th of October 2023 A.D., do hereby congratulate James Mikota on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to James Mikota for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Mikota in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SHARON MILES ON 65TH BIRTHDAY.
[R2023-0004571]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sharon Miles 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 Sharon Miles on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sharon Miles 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 4th of October 2023 A.D., do hereby congratulate Sharon Miles on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Sharon Miles 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 Sharon Miles in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PEGGY MITCHELL ON 70TH BIRTHDAY.
[R2023-0004712]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Peggy Mitchell 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 Peggy Mitchell in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Peggy Mitchell 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 4th of October 2023 A.D., do hereby congratulate Peggy Mitchell on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Peggy Mitchell 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 Peggy Mitchell in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO STEVEN MITCHEM ON 75TH BIRTHDAY.
[R2023-0004716]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Steven Mitchem 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 Steven Mitchem in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Steven Mitchem 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 4th of October 2023 A.D., do hereby congratulate Steven Mitchem on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Steven Mitchem 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 Steven Mitchem in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CELLIE MOLINA ON 75TH BIRTHDAY.

[R2023-0004729]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cellie Molina 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 Cellie Molina on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cellie Molina 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Cellie Molina on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Cellie Molina for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Cellie Molina in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BRENDA MONTGOMERY ON 70TH BIRTHDAY.

[R2023-0004684]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brenda Montgomery 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 Brenda Montgomery in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brenda 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 4th of October 2023 A.D., do hereby congratulate Brenda Montgomery on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Brenda Montgomery 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 Brenda Montgomery in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PENELOPE MONTGOMERY ON
65TH BIRTHDAY.

[R2023-0004568]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Penelope Montgomery 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 Penelope Montgomery on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Penelope Montgomery 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 4th of October 2023 A.D., do hereby congratulate Penelope Montgomery on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Penelope Montgomery 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 Penelope Montgomery in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA PULIDO NERI ON 65TH BIRTHDAY.
[R2023-0004705]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Pulido Neri 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 Pulido Neri in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Pulido Neri 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 4th of October 2023 A.D., do hereby congratulate Maria Pulido Neri on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Maria Pulido Neri 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 Pulido Neri in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARCIAL NEVARES ON 75TH BIRTHDAY.
[R2023-0004559]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marcial Nevares 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 Marcial Nevares on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marcial Nevares 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 4th of October 2023 A.D., do hereby congratulate Marcial Nevares on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Marcial Nevares 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 Marcial Nevares in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARY NEWMAN ON 70TH BIRTHDAY.
[R2023-0004708]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Newman 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 Mary Newman in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary Newman 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 4th of October 2023 A.D., do hereby congratulate Mary Newman on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Mary Newman 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 Mary Newman in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ERNESTINE NORMAN ON 75TH BIRTHDAY.
[R2023-0004538]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ernestine Norman 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 Ernestine Norman on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ernestine Norman 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 4th of October 2023 A.D., do hereby congratulate Ernestine Norman on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Ernestine Norman 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 Ernestine Norman in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JACQUELINE PARKER ON 70TH BIRTHDAY.

[R2023-0004699]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jacqueline Parker 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 Jacqueline Parker in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jacqueline Parker 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 4th of October 2023 A.D., do hereby congratulate Jacqueline Parker on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Jacqueline Parker 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 Jacqueline Parker in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NARCISA PENA ON 65TH BIRTHDAY.
[R2023-0004888]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Narcisa Pena 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 Narcisa Pena on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Narcisa Pena 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Narcisa Pena on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Narcisa Pena for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Narcisa Pena in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CAYETANO PEREZ ON 75TH BIRTHDAY.
[R2023-0004685]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cayetano Perez 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 Cayetano Perez in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cayetano Perez 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 4th of October 2023 A.D., do hereby congratulate Cayetano Perez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Cayetano Perez 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 Cayetano Perez in honor of his 75th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO CLEMENTE PEREZ ON 65TH BIRTHDAY.
[R2023-0004730]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Clemente Perez 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 Clemente Perez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Clemente Perez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Clemente Perez on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Clemente Perez for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Clemente Perez in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FELISA PERRUSQUIA ON 70TH BIRTHDAY.
[R2023-0004542]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Felisa Perrusquia 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 Felisa Perrusquia on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Felisa Perrusquia 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 4th of October 2023 A.D., do hereby congratulate Felisa Perrusquia on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Felisa Perrusquia 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 Felisa Perrusquia in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROSALINA PINEDA ON 80TH BIRTHDAY.
[R2023-0004857]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rosalina Pineda in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Rosalina Pineda on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Rosalina Pineda has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Rosalina Pineda on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Rosalina Pineda for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Rosalina Pineda in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GWENDOLYN PIPPENS ON
75TH BIRTHDAY.

[R2023-0004546]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn Pippens 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 Gwendolyn Pippens on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gwendolyn Pippens 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 4th of October 2023 A.D., do hereby congratulate Gwendolyn Pippens on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Gwendolyn Pippens 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 Gwendolyn Pippens in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THERESE PIRELLI ON 65TH BIRTHDAY.
[R2023-0004719]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Therese Pirelli 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 Therese Pirelli in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Therese Pirelli 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 4th of October 2023 A.D., do hereby congratulate Therese Pirelli on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Therese Pirelli 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 Therese Pirelli in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOVANKA PROCZEK ON 70TH BIRTHDAY.
[R2023-0004843]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jovanka Proczek 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 Jovanka Proczek on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jovanka Proczek 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Jovanka Proczek on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Jovanka Proczek for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jovanka Proczek in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TONY PRUITT ON 65TH BIRTHDAY.
[R2023-0004893]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Tony Pruitt 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 Tony Pruitt on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Tony Pruitt 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Tony Pruitt on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Tony Pruitt for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Tony Pruitt in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ISAAC PUGA ON 75TH BIRTHDAY.

[R2023-0004696]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Isaac Puga 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 Isaac Puga in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Isaac Puga 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 4th of October 2023 A.D., do hereby congratulate Isaac Puga on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Isaac Puga 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 Isaac Puga in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ANNA RAMIREZ ON 70TH BIRTHDAY.

[R2023-0004726]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anna Ramirez 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 Anna Ramirez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anna Ramirez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Anna Ramirez on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Anna Ramirez for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Anna Ramirez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN RANGEL ON 70TH BIRTHDAY.

[R2023-0004839]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Rangel 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 John Rangel on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Rangel 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate John Rangel on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to John Rangel for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to John Rangel in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO IRAIDA RAYMUNDO ON 65TH BIRTHDAY.
[R2023-0004695]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Iraida Raymundo 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 Iraida Raymundo in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Iraida Raymundo 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 4th of October 2023 A.D., do hereby congratulate Iraida Raymundo on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Iraida Raymundo 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 Iraida Raymundo in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ENRIQUE RENTERIA ON 65TH BIRTHDAY.
[R2023-0004536]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Enrique Renteria 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 Enrique Renteria on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Enrique Renteria 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 4th of October 2023 A.D., do hereby congratulate Enrique Renteria on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Enrique Renteria 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 Enrique Renteria in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CLIFFORD RICHARDSON ON 75TH BIRTHDAY.

[R2023-0004688]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Clifford Richardson 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 Clifford Richardson in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Clifford Richardson 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 4th of October 2023 A.D., do hereby congratulate Clifford Richardson on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Clifford Richardson 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 Clifford Richardson in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIE RIGHT ON 75TH BIRTHDAY.
[R2023-0004863]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Right 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 Willie Right in the spirit of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Willie Right 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Willie Right on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Willie Right for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Willie Right in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARCUS ROBINSON ON 65TH BIRTHDAY.
[R2023-0004883]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marcus Robinson 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 Marcus Robinson on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marcus Robinson 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Marcus Robinson on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Marcus Robinson for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Marcus Robinson in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MANUEL ROSAS ON 75TH BIRTHDAY.
[R2023-0004558]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Manuel Rosas 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 Manuel Rosas on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Manuel Rosas 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 4th of October 2023 A.D., do hereby congratulate Manuel Rosas on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Manuel Rosas 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 Manuel Rosas in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIA RUIZ ON 65TH BIRTHDAY.

[R2023-0004562]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Ruiz 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 Ruiz on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Maria Ruiz 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 4th of October 2023 A.D., do hereby congratulate Maria Ruiz on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Maria Ruiz 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 Ruiz in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CELESTINO SANCHEZ ON 70TH BIRTHDAY.

[R2023-0004686]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Celestino 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 Celestino Sanchez in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Celestino 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 4th of October 2023 A.D., do hereby congratulate Celestino Sanchez on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Celestino 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 Celestino Sanchez in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SANDRA SCHULZ ON 65TH BIRTHDAY.
[R2023-0004715]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sandra Schulz 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 Sandra Schulz in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sandra Schulz 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 4th of October 2023 A.D., do hereby congratulate Sandra Schulz on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Sandra Schulz 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 Sandra Schulz in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LEROY SHACKELFORD ON
70TH BIRTHDAY.

[R2023-0004556]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leroy Shackelford 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 Leroy Shackelford on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Leroy Shackelford 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 4th of October 2023 A.D., do hereby congratulate Leroy Shackelford on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Leroy Shackelford 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 Leroy Shackelford in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FLORENCE SHAUGHNESSY ON
75TH BIRTHDAY.

[R2023-0004544]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Florence Shaughnessy 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 Florence Shaughnessy on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Florence Shaughnessy 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 4th of October 2023 A.D., do hereby congratulate Florence Shaughnessy on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Florence Shaughnessy 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 Florence Shaughnessy in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LUIS SIERRA ON 70TH BIRTHDAY.

[R2023-0004880]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Luis Sierra 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 Luis Sierra on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Luis Sierra 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Luis Sierra on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Luis Sierra for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Luis Sierra in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THEODORE SIMENTAL ON
65TH BIRTHDAY.

[R2023-0004718]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Theodore Simental 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 Theodore Simental in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Theodore Simental 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 4th of October 2023 A.D., do hereby congratulate Theodore Simental on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Theodore Simental 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 Theodore Simental in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHN SIORDIA ON 65TH BIRTHDAY.

[R2023-0004551]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John Siordia 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 John Siordia on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John Siordia 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 4th of October 2023 A.D., do hereby congratulate John Siordia on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to John Siordia 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 John Siordia in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES SLATTERY ON 75TH BIRTHDAY.
[R2023-0004875]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Slattery 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 James Slattery on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James Slattery 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate James Slattery on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to James Slattery for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to James Slattery in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MAE SMYLIE ON 75TH BIRTHDAY.
[R2023-0004703]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mae Smylie 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 Mae Smylie in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mae Smylie 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 4th of October 2023 A.D., do hereby congratulate Mae Smylie on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Mae Smylie 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 Mae Smylie in honor of her 75th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO TERESA SOTO ON 80TH BIRTHDAY.
[R2023-0004892]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Teresa Soto in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Teresa Soto on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Teresa Soto has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Teresa Soto on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Teresa Soto for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Teresa Soto in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MILDRED STANTON ON 70TH BIRTHDAY.
[R2023-0004887]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mildred Stanton 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 Mildred Stanton on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mildred Stanton 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 by the City Council of the City of Chicago, That we; the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Mildred Stanton on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Mildred Stanton for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Mildred Stanton in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO AUDREY STARKS ON 70TH BIRTHDAY.
[R2023-0004531]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Audrey Starks 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 Audrey Starks on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Audrey Starks 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 4th of October 2023 A.D., do hereby congratulate Audrey Starks on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Audrey Starks 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 Audrey Starks in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES STEWART ON 65TH BIRTHDAY.
[R2023-0004547]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Stewart 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 Stewart on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James Stewart 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 4th of October 2023 A.D., do hereby congratulate James Stewart on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to James Stewart 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 Stewart in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DAVID STOECK ON 70TH BIRTHDAY.

[R2023-0004533]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to David Stoeck 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 David Stoeck on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, David Stoeck 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 4th of October 2023 A.D., do hereby congratulate David Stoeck on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to David Stoeck 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 David Stoeck in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CARMELITA THOMPSON ON 70TH BIRTHDAY.

[R2023-0004865]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carmelita Thompson 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 Carmelita Thompson on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carmelita Thompson 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Carmelita Thompson on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Carmelita Thompson for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Carmelita Thompson in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BONNIE TOMASELLO ON 75TH BIRTHDAY.
[R2023-0004532]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bonnie Tomasello 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 Bonnie Tomasello on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bonnie Tomasello 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 4th of October 2023 A.D., do hereby congratulate Bonnie Tomasello on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Bonnie Tomasello 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 Bonnie Tomasello in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HATTIE TURNER ON 65TH BIRTHDAY.

[R2023-0004732]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Hattie Turner 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 Hattie Turner on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Hattie Turner 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Hattie Turner on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Hattie Turner for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Hattie Turner in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUAN URESTE ON 70TH BIRTHDAY.

[R2023-0004555]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Ureste 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 Juan Ureste on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Juan Ureste 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 4th of October 2023 A.D., do hereby congratulate Juan Ureste on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Juan Ureste 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 Juan Ureste in honor of his 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO SHEILA TAYLOR VASQUEZ ON 65TH BIRTHDAY.

[R2023-0004717]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shelia Taylor Vazquez 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 Shelia Taylor in the spirit of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shelia Taylor Vazquez 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 4th of October 2023 A.D., do hereby congratulate Shelia Taylor Vazquez on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Shelia Taylor Vazquez 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 Shelia Taylor Vazquez in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ALICIA VELAZQUEZ ON 70TH BIRTHDAY.
[R2023-0004722]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alicia Velazquez 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 Alicia Velazquez on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Alicia Velazquez 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Alicia Velazquez on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Alicia Velazquez for her continued good health, happiness and success following this, her 70th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Alicia Velazquez in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ENRIQUE VILLA ON 70TH BIRTHDAY.
[R2023-0004537]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Enrique Villa 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 Enrique Villa on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Enrique Villa 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 4th of October 2023 A.D., do hereby congratulate Enrique Villa on the occasion of his birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Enrique Villa 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 Enrique Villa in honor of his 70th birthday as a token of our esteem and good wishes.

—

CONGRATULATIONS EXTENDED TO KAREN VOLANTE ON 65TH BIRTHDAY.

[R2023-0004844]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Karen Volante 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 Karen Volante on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Karen Volante 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Karen Volante on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Karen Volante for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Karen Volante in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MARIE WATSON ON 65TH BIRTHDAY.
[R2023-0004563]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marie Watson 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 Marie Watson on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marie Watson 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 4th of October 2023 A.D., do hereby congratulate Marie Watson on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Marie Watson 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 Marie Watson in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO NANCY WEBSTER ON 75TH BIRTHDAY.
[R2023-0004881]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mandy Webster 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 Mandy Webster on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mandy Webster 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Mandy Webster on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Mandy Webster for her continued good health, happiness and success following this, her 75th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Mandy Webster in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EDNA WEST ON 75TH BIRTHDAY.

[R2023-0004534]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Edna West 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 Edna West on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Edna West 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 4th of October 2023 A.D., do hereby congratulate Edna West on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Edna West 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 Edna West in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EUNICE WHITSEY ON 65TH BIRTHDAY.
[R2023-0004541]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eunice Whitsey 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 Eunice Whitsey on the occasion of this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eunice Whitsey 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 4th of October 2023 A.D., do hereby congratulate Eunice Whitsey on the occasion of her birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Eunice Whitsey 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 Eunice Whitsey in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOHNETTA WILLIAMS ON 65TH BIRTHDAY.
[R2023-0004840]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Johnetta Williams 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 Johnetta Williams on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Johnetta Williams 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Johnetta Williams on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Johnetta Williams for her continued good health, happiness and success following this, her 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Johnetta Williams in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VERNELL WILLIAMS ON 65TH BIRTHDAY.
[R2023-0004859]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vernell Williams 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 Vernell Williams on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vernell Williams 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Vernell Williams on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Vernell Williams for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Vernell Williams in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BOBBIE WOODSON ON 80TH BIRTHDAY.
[R2023-0004727]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bobbie Woodson in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 15th Ward, Alderperson Raymond Lopez would like to extend his personal tribute to Bobbie Woodson on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bobbie Woodson has been a member of our 15th Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Bobbie Woodson on the occasion of her birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Bobbie Woodson for her continued good health, happiness and success following this, her 80th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Bobbie Woodson in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOSE ZAVALA ON 65TH BIRTHDAY.
[R2023-0004842]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Zavala 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 Jose Zavala on the occasion of this momentous milestone as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jose Zavala 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 by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 4th of October 2023 A.D., do hereby congratulate Jose Zavala on the occasion of his birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That we extend our warmest and heartfelt best wishes to Jose Zavala for his continued good health, happiness and success following this, his 65th birthday; and

Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Jose Zavala in honor of his 65th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON COLEMAN (16th Ward):

CONGRATULATIONS EXTENDED TO EDWARD CONWAY ON 65TH BIRTHDAY.
[R2023-0004831]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Edward Conway on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Edward Conway to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Edward Conway 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 4th day of October 2023; do hereby celebrate Edward Conway's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Edward Conway as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO GERTRUDE DRAIN ON 75TH BIRTHDAY.
[R2023-0004836]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Gertrude Drain on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Gertrude Drain to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Gertrude Drain 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 4th day of October 2023; do hereby celebrate Gertrude Drain's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Gertrude Drain as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DENISE FISHER ON 65TH BIRTHDAY.
[R2023-0004751]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Denise Fisher on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Denise Fisher to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Denise Fisher 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 4th day of October 2023, do hereby celebrate Denise Fisher's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Denise Fisher as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROSEMARY GRAHAM ON 70TH BIRTHDAY.
[R2023-0004757]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rosemary Graham on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rosemary Graham to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rosemary Graham 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 4th day of October 2023, do hereby celebrate Rosemary Graham's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosemary Graham as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BERTRAND HAYNES ON 70TH BIRTHDAY.
[R2023-0004758]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bertrand Haynes on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Bertrand Haynes to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Bertrand 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 4th day of October 2023, do hereby celebrate Bertrand Haynes' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bertrand Haynes as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARY JEAN HERRON ON 70TH BIRTHDAY.
[R2023-0004835]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Jean Herron on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Jean Herron to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Jean Herron 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 4th day of October 2023; do hereby celebrate Mary Jean Herron's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Jean Herron as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ROSIE KELKER ON 75TH BIRTHDAY.
[R2023-0004829]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Rosie Kelker on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Rosie Kelker to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Rosie Kelker 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 4th day of October 2023; do hereby celebrate Rosie Kelker's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Rosie Kelker as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MATTIE KINDRED ON 85TH BIRTHDAY.
[R2023-0004837]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mattie Kindred on her 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mattie Kindred to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mattie Kindred 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 4th day of October 2023; do hereby celebrate Mattie Kindred's 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mattie Kindred as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARGARET LEACH ON 75TH BIRTHDAY.
[R2023-0004759]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Margaret Leach on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Margaret Leach to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Margaret Leach 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 4th day of October 2023, do hereby celebrate Margaret Leach's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Margaret Leach as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ANNIE LUCAS ON 65TH BIRTHDAY.
[R2023-0004748]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Annie Lucas on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Annie Lucas to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Annie 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 4th day of October 2023, do hereby celebrate Annie Lucas' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Annie Lucas as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CARROLL NEREIDA ON 65TH BIRTHDAY.
[R2023-0004784]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carroll Nereida on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Carroll Nereida to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Carroll Nereida 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 4th day of October 2023, do hereby celebrate Carroll Nereida's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Carroll Nereida as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO PATRICIA POLLARD ON 65TH BIRTHDAY.
[R2023-0004735]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Patricia Pollard on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Patricia Pollard to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Patricia Pollard 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 4th day of October 2023, do hereby celebrate Patricia Pollard's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Patricia Pollard as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO NICKLES SHIELDS ON 75TH BIRTHDAY.
[R2023-0004833]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Nickles Shields on his 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Nickles Shields to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Nickles Shields 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 4th day of October 2023; do hereby celebrate Nickles Shields' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Nickles Shields as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BETTIE STEPHENS ON 75TH BIRTHDAY.
[R2023-0004766]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bettie Stephens on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Bettie Stephens to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Bettie Stephens has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this 4th day of October 2023, do hereby celebrate Bettie Stephens' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bettie Stephens as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MICHAEL TELLIS ON 65TH BIRTHDAY.
[R2023-0004832]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Michael Tellis on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Michael Tellis to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Michael Tellis 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 4th day of October 2023; do hereby celebrate Michael Tellis' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Michael Tellis as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO CALVIN WILLIS ON 70TH BIRTHDAY.
[R2023-0004834]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Calvin Willis on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Calvin Willis to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Calvin 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 4th day of October 2023; do hereby celebrate Calvin Willis' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Calvin Willis as a token of our appreciation and blessed wishes.

Presented By

**ALDERPERSON FUENTES (26th Ward),
ALDERPERSON LA SPATA (1st Ward),
ALDERPERSON YANCY (5th Ward)
And OTHERS:**

**RECOGNITION EXTENDED TO BOXER WILFRED BENITEZ FOR
CONTRIBUTIONS AND ACCOMPLISHMENTS.**

[R2023-0004315]

WHEREAS, The City of Chicago takes great pride in recognizing individuals who have made exceptional contributions to the world of sports and who serve as sources of inspiration to our people; and

WHEREAS, Wilfred "Wilfredo" Benitez, a resident of Chicago's 26th Ward, has distinguished himself as one of the greatest boxers in the history of the sport, achieving remarkable accomplishments throughout his world-renowned career; and

WHEREAS, Wilfred Benitez was born on September 12, 1958 in New York City, New York, but he proudly adopted Chicago as his home, becoming an integral part of our city's vibrant Puerto Rican community; and

WHEREAS, At the age of just 17, Wilfred Benitez became the youngest world champion in the history of professional boxing on March 6, 1976. To this day he still holds the Guinness World Record for youngest boxing world champion; and

WHEREAS, Throughout his career, Wilfred Benitez held world titles in three different weight classes, including light welterweight, welterweight and light middleweight, showcasing his remarkable versatility and true mastery of the sport; and

WHEREAS, Wilfred Benitez's incredible talent and accomplishments in the boxing world earned him a well-deserved induction into the International Boxing Hall of Fame in 1996, solidifying his legacy as one of the sport's all-time greats; and

WHEREAS, Wilfred Benitez has served as an enduring source of pride and inspiration to Chicago's Puerto Rican community, exemplifying the values of hard work, resilience and perseverance in the face of adversity, that have contributed to the success and vitality of the Humboldt Park community; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, do hereby officially honor this legendary boxer and icon of the Puerto Rican community, recognizing him as a boxing legend, a cherished resident of Chicago's 26th Ward and an inspiration to the Puerto Rican community of our great city; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Wilfredo Benitez as a token of our city's deep appreciation and respect for his remarkable achievements.

Presented By

ALDERPERSON BURNETT (27th Ward):

CONGRATULATIONS EXTENDED TO URBAN INITIATIVES ON
20TH ANNIVERSARY.

[R2023-0004805]

WHEREAS, It's with great pleasure that I'm writing to share about the 20th anniversary of Urban Initiatives; and

WHEREAS, In 2003, while serving as substitute teachers for Chicago Public Schools, Jim Dower and Dan Isherwood founded Urban Initiatives to create a safe space for inner-city students to develop essential life skills and improve their well-being; and

WHEREAS, Drawing from their lifelong passion for soccer, they partnered with one Chicago public school, secured donated equipment, funded nutritious snacks and coached 12 students at Seward Park in Cabrini-Green before and after school. They aimed to increase physical activity and impart values such as teamwork, commitment, respect and nutrition, believing these principles would transcend the soccer field, benefiting both the classroom experience and students' lives; and

WHEREAS, Prompted by the program's success, Jim and Dan standardized a soccer curriculum, leading to an expansion in popularity and reach; and

WHEREAS, From its humble beginnings with just one school partner and 12 students in soccer, Urban Initiatives now extends its positive influence to the lives of over 50,000 youth across 80 diverse Chicago Public School communities; and

WHEREAS, Urban Initiatives accomplishes this by offering a comprehensive suite of sport- and play-based programs, catering to students from pre-K to high school, with the dedication of over 300 local coaches and staff members, along with the invaluable support of committed donors, partners, parents, public officials, and volunteers; and

WHEREAS, In 2023, as Urban Initiatives celebrates their 20th anniversary, they endeavor to set forth on another ambitious goal in honor of this milestone year -- to serve 100,000 Chicago Public School students by 2025 and advocate with traditionally underserved communities to significantly expand equitable access to sports and play opportunities throughout Chicago, as they believe all Chicago youth deserve the opportunity to achieve academic success, cultivate social-emotional skills and build social capital through sport and play regardless of their zip code; now, therefore,

Be It Resolved, That this assembly commends Urban Initiatives for their two decades of remarkable dedication to Chicago's youth and their visionary commitment to expanding equitable access to sports and play-based programs. We endorse and support their ambitious goal to serve 100,000 Chicago Public School students by 2025, recognizing the transformative and equitable impact it will have on Chicago's youth and beyond.

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

CONGRATULATIONS EXTENDED TO PASTOR BILL EVANS, SR. ON 12TH ANNIVERSARY AT BETHLEHEM UNITY BAPTIST CHURCH.

[R2023-0004641]

WHEREAS, Pastor Bill Evans, Sr. will be celebrating his 12th year in ministry at Bethlehem Unity Missionary Baptist Church; and

WHEREAS, This esteemed body has been notified of this auspicious occasion by the Honorable Christopher Taliaferro, Alderperson of the 29th Ward; and

WHEREAS, Pastor Bill Evans, Sr. began preaching the Gospel of Jesus Christ in 1993; and

WHEREAS, Bethlehem Unity MB Church, located at 5655 West Madison Street, membership continues to increase at the current location in the Austin community; and

WHEREAS, Bethlehem Unity MB Church is a source of spiritual strength to its members and to the Austin community under the leadership of Pastor Bill Evans, Sr.; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 27th day of September 2023, do hereby express our congratulations to Pastor Bill Evans, Sr. on his anniversary; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Pastor Bill Evans, Sr. as a token of our esteem, gratitude and respect.

CONGRATULATIONS EXTENDED TO GREATER WAY MISSIONARY BAPTIST CHURCH ON 71ST ANNIVERSARY.

[R2023-0004643]

WHEREAS, Greater Way Missionary Baptist Church is celebrating its 71st anniversary, under the leadership of Pastor Antoine L. Williams; and

WHEREAS, This esteemed body has been informed of this milestone by the Honorable Christopher Taliaferro, Alderperson of the 29th Ward; and

WHEREAS, Greater Way Missionary Baptist Church was established in 1952; and

WHEREAS, Greater Way Missionary Baptist Church has held many locations, but settled at its current location, 5442 West Harrison Street more than 50 years ago; and

WHEREAS, Greater Way Missionary Baptist Church acknowledges the service of their late Pastor of 50 years, Reverend C.F. Ballenger; and

WHEREAS, Greater Way Missionary Baptist Church is a source of spiritual strength to its members and the Austin community; and

WHEREAS, We celebrate the 71st anniversary of Greater Way Missionary Baptist Church on September 24, 2023; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on September 27, 2023, do hereby congratulate Greater Way Missionary Baptist Church on its 71st anniversary and wish the church continued spirituality and fulfillment; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Greater Way Missionary Baptist Church.

Presented By

ALDERPERSON CARDONA (31st Ward):

RECOGNITION OF OCTOBER 11, 2023 AS "DR. RAY ALLEN BERRYHILL DAY" IN CHICAGO.

[R2023-0004060]

WHEREAS, Dr. Ray Allen Berryhill has served as senior pastor of Resurrected Life Church International (formerly Evangel World Outreach Center) in Chicago, Illinois since December 1992; and

WHEREAS, Under Dr. Berryhill's leadership, God has blessed this church to grow from under 100 members to well over 1,100 members, representing more than 40 nationalities of the world, showing the church's commitment to passionately making disciples of all nations; and

WHEREAS, In October of 2014, Evangel World Outreach Center and Bethesda Pentecostal Church merged to become Resurrected Life Church International, a multiethnic, multicultural, multilingual congregation presenting the gospel of Jesus Christ in English and Spanish; and

WHEREAS, Dr. Berryhill is committed to community development and community outreach, impacting tens of thousands through community festivals, turkey giveaways, Thanksgiving Day outreach, Chicago's largest Easter egg hunt and 40 Days of Blessing, where for 40 days, random recipients are awarded groceries, free meals, oil changes, gasoline, utility, paid vacations to Disney World, mortgage payments and automobiles; and

WHEREAS, Dr. Berryhill was the first to sponsor -- and has gone on to become a four-time sponsor of -- the Convoy of Hope in the State of Illinois which provides groceries, healthcare and a job fair for more than 30,000 needy residents; and

WHEREAS, Following the devastation of Hurricane Maria to the island of Puerto Rico, Dr. Berryhill organized a coalition of Latino pastors, activists and elected officials to decry the slow movement of federal relief efforts, which led to the packing and shipping of 150,000 pounds of food, water and medical supplies to the devastated island; and

WHEREAS, Dr. Berryhill also served as the liaison in coordinating with over 30 churches and elected officials of Puerto Rico, including the mayor of San Juan and the governor of Puerto Rico, in conjunction with Reverend Jesse Jackson, to distribute supplies to the hardest hit areas and to assess the areas of devastation; and

WHEREAS, In October 2017, Dr. Berryhill and the church chartered a cargo ship containing 40,000 pounds of food and water arriving to the port of San Juan, which was distributed to the towns of Bayamon, Morovis, Orocovi and Corozal via Iglesia Marasul; and

WHEREAS, Prior to his pastoring, he founded Ray Berryhill and Company where he and fellow recording artists who traveled throughout the Midwest in the early 80s and 90s; and

WHEREAS, Dr. Berryhill also led his church choir, the Evangel Celebration Choir, to win the Chicago Regional Choir Competition of Verizon Wireless' "How Sweet the Sound" to a crowd of 11,000 at the United Center, taking home top honors as the region's Best Overall Choir, Best Large Choir and People's Choice; and

WHEREAS, Dr. Berryhill recorded and produced the single "Go Tell It On the Mountain" which charted at Number 9 on the Billboard in the holiday category; and

WHEREAS, Dr. Berryhill is passionate about maintaining the legacy of Chicago as the gospel music capital of the world, honoring such legendary artists including Albertina Walker, Inez Andrews, DeLois Barrett Campbell, Jesse Dixon, Professor Robert Wooten, Father Charles G. Hayes and a host of others; and

WHEREAS, Dr. Berryhill has the true heart of a pastor by preparing believers for salvation, healing and deliverance through the spoken word and the power of the Holy Spirit; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 4th day of October 2023, recognize October 11, 2023 as "Dr. Ray Allen Berryhill Day" in recognition of his leadership, and his contributions to the city and those around the world; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Dr. Ray Allen Berryhill.

CONGRATULATIONS EXTENDED TO ST. JOSEPH VILLAGE ON
125TH ANNIVERSARY.

[R2023-0004438]

WHEREAS, St. Joseph Village Chicago, a senior living community in Avondale, is celebrating 125 years of helping seniors continue their journey with purpose through a healthy lifestyle, social connection and the highest quality of care; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Felix Cardona, Jr., Alderperson of the 31st Ward; and

WHEREAS, The Franciscan Sisters of Chicago was established in 1894 when a young Polish immigrant -- Josephine Dudzik, later known as Mother Mary Theresa -- came to Chicago and was moved to action by the great need she saw among the city's aged, infirm and poor; and

WHEREAS, Seeing these needs firsthand spurred Mother Mary Theresa to form the Franciscan Sisters of Chicago, which in turn would found St. Joseph Home of Chicago, the first Catholic nursing home in the City; for more than 125 years, the Franciscan Sisters of Chicago have dedicated their lives and ministry to education and healthcare, as well as pastoral and social services, in response to the unmet needs of the underserved and less fortunate; and

WHEREAS, Today, the Franciscan Sisters of Chicago continue Mother Mary Theresa's mission through Franciscan Ministries, which was established in 1988 to coordinate all of the Sisters' sponsored ministries and extend its charitable mission; and

WHEREAS, The charitable missions coordinated through Franciscan Ministries include: Franciscan Communities, which offers care, education and community-based services to seniors; Franciscan Community Services, which provides home- and community-based healthcare; Franciscan Community Benefit Services, which includes St. Jude House, a family violence prevention shelter; and Madonna Foundation, which provides tuition grants and enrichment programs for young women attending Catholic high schools in the Chicagoland area; and Franciscan Advisory Services, which provides consulting services to other senior care programs; and

WHEREAS, The Franciscan Sisters, through St. Joseph Village Chicago and their other services and programs, uplifts and protects seniors and the underserved, underrepresented and less fortunate, all in service of their mission to celebrate life and serve with joy; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 4th day of October 2023, do hereby commemorate the 125th anniversary of St. Joseph Village Chicago and extend our most heartfelt gratitude for providing generations of seniors with care, connection, comfort and community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to St. Joseph Village Chicago as a sign of our gratitude and respect.

Presented By

ALDERPERSON MITTS (37th Ward):

TRIBUTE TO LATE MAXINE CREIGHTNEY.

[R2023-0004896]

WHEREAS, Maxine Creightney passed away on September 12, 2023; and

WHEREAS, The Chicago City Council has been informed of Maxine Creightney passing by the Honorable Emma Mitts, Alderperson of the 37th Ward; and

WHEREAS, Maxine Creightney was born in Chicago and is preceded in death by her mother, Louise Boone and her husband Dorrell Creightney; and

WHEREAS, Maxine Creightney met and married the love of her life, Dorrell Creightney, and decided to be a full-time mother and wife; and

WHEREAS, Maxine Creightney in 1981 started working at DePaul University Library where she retired after 38 years; and

WHEREAS, Maxine Creightney loved working in her garden and volunteering in the neighborhood garden in Austin and volunteered at the Garfield Park Conservatory and other garden spaces throughout the West Side; and

WHEREAS, Maxine Creightney is survived by her two daughters, Samantha Creightney and Vanessa Stokes; granddaughter, Sarah Stokes, and grandson, Kyle Creightney; and a host of cousins, relatives and friends; and

WHEREAS, Maxine Creightney will be greatly missed by her family and all who knew and loved her; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 4th day of October 2023, do hereby extend our most heartfelt condolences to the family and friends of Maxine Creightney; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Maxine Creightney as a sign of our honor and respect.

CONGRATULATIONS EXTENDED TO LILLIAN DRUMMOND ON 102ND BIRTHDAY.
[R2023-0004520]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lillian Drummond in honor of her 102nd birthday; and

WHEREAS, Alderperson Emma Mitts and the 37th Ward would like to extend their personal tribute to Lillian Drummond on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lillian Drummond lives in the 29th Ward, and she belongs to our 37th Ward seniors community, of whom we value and treasure for all she has given and taught us in her lifetime; and

WHEREAS, Lillian Drummond is an outspoken advocate for seniors and the poor, and has been an active member of the South Austin Community Council Coalition for many years; and

WHEREAS, Lillian Drummond travels to Washington D.C. and Springfield, Illinois to lecture and talk with federal officials and governors about the needs of fellow seniors and the poor; and

WHEREAS, Lillian Drummond helped pass and renew CEDA and LIHEAP and assisted during COVID-19 and can be found in her office in the Austin Senior Center helping with applications for various programs; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this 4th day of October 2023, do hereby congratulate Lillian Drummond on the occasion of her 102nd birthday; and

Be It Further Resolved, That we extend our warmest and heartfelt best wishes to Lillian Drummond for her continued good health, happiness, and success on, her 102nd birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Lillian Drummond in honor of her 102nd birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON VASQUEZ (40th Ward):

CONGRATULATIONS EXTENDED TO SPRINGBOARD FOUNDATION FUND ON 25TH ANNIVERSARY.

[R2023-0004321]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warm wishes to Springboard Foundation Fund on their 25th anniversary of improving the lives of youth in under-resourced Chicago communities through the support of grassroot educational afterschool programs and their intrepid leaders with their resources -- time, treasure, knowledge and network; and

WHEREAS, The members of City Council share their deep appreciation of the breadth of Springboard grantee afterschool programs that span the great city of Chicago, providing opportunities for students to experience the arts, gain confidence through sport or academic success and feel safe among caring tutors and mentors; and

WHEREAS, The members of City Council also acknowledge their gratitude to Springboard's supporters who have generously and dutifully funded afterschool programs for 25 years, investing more than \$8 Million in neighborhoods across Chicago while driving local economic development as programs grow and hire members of the community and establish headquarters viewed as safe havens in the neighborhoods; and

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 4th day of October 2023, do hereby celebrate the start of Springboard Foundation Fund's 25th anniversary year; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Springboard Foundation Fund founder Doug Mabie as a token of our appreciation and acknowledgment of the profound impact 25 years of grantmaking has had on our city.

Presented By

ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO JACK BATAOEL ON 80TH BIRTHDAY.
[R2023-0004678]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jack Bataoel 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 Jack Bataoel 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 4th day of October 2023, do hereby congratulate Jack Bataoel on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO WILMA BERNDT ON 80TH BIRTHDAY.
[R2023-0004655]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Wilma Berndt in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Wilma Berndt 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 4th day of October 2023, do hereby congratulate Wilma Berndt on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO JOHN BRINK ON 75TH BIRTHDAY.
[R2023-0004651]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to John Brink 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 John Brink 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 4th day of October 2023, do hereby congratulate John Brink on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO WOJCIECH CHOLDAS ON 70TH BIRTHDAY.
[R2023-0004680]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Wojciech Choldas 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 Wojciech Choldas 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 4th day of October 2023, do hereby congratulate Wojciech Choldas on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO PATRICK CURTIN ON 75TH BIRTHDAY.
[R2023-0004679]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Patrick Curtin 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 Patrick Curtin 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 4th day of October 2023, do hereby congratulate Patrick Curtin on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO PHYLLIS DANGELO ON 80TH BIRTHDAY.
[R2023-0004672]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Phyllis Dangelo in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Phyllis Dangelo 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 4th day of October 2023, do hereby congratulate Phyllis Dangelo on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO RICHARD DICKENS ON 95TH BIRTHDAY.
[R2023-0004675]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Richard Dickens in honor of his 95th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Richard Dickens 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 4th day of October 2023, do hereby congratulate Richard Dickens on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO DONNA DYE ON 70TH BIRTHDAY.
[R2023-0004671]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Donna Dye 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 Donna Dye 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 4th day of October 2023, do hereby congratulate Donna Dye on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO STEVEN GRUNDT ON 75TH BIRTHDAY.
[R2023-0004654]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Steven Grundt in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Steven Grundt 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 4th day of October 2023, do hereby congratulate Steven Grundt on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO MARY HAAS ON 75TH BIRTHDAY.
[R2023-0004670]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mary Haas in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mary Haas 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 4th day of October 2023, do hereby congratulate Mary Haas on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO LARRY HANSEN ON 65TH BIRTHDAY.
[R2023-0004676]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Larry Hansen in honor of his 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Larry Hansen 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 4th day of October 2023, do hereby congratulate Larry Hansen on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO DOROTHY KARMGARD ON 99TH BIRTHDAY.
[R2023-0004674]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Dorothy Karmgard in honor of her 99th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Dorothy Karmgard 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 4th day of October 2023, do hereby congratulate Dorothy Karmgard on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO MICHAEL PISANI ON 75TH BIRTHDAY.
[R2023-0004652]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Michael Pisani 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 Michael Pisani 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 4th day of October 2023, do hereby congratulate Michael Pisani on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO BARBARA PRONEK ON 75TH BIRTHDAY.
[R2023-0004660]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Barbara Pronek in honor of her 75th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Barbara Pronek 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 4th day of October 2023, do hereby congratulate Barbara Pronek on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO RICHARD SCHILLO ON 70TH BIRTHDAY.
[R2023-0004677]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Richard Schillo 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 Richard Schillo 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 4th day of October 2023, do hereby congratulate Richard Schillo on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO CAROLYN SEYDEL ON 80TH BIRTHDAY.
[R2023-0004649]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Carolyn Seydel in honor of her 80th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Carolyn Seydel 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 4th day of October 2023, do hereby congratulate Carolyn Seydel on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO KAREN WELTER ON 65TH BIRTHDAY.
[R2023-0004659]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Karen Welter in honor of her 65th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Karen Welter 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 4th day of October 2023, do hereby congratulate Karen Welter on the occasion of her birthday; and

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

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 ZONE AT 2358 S. WHIPPLE ST.

[O2023-0004898]

Aldersperson Sigcho-Lopez (25th Ward) presented a proposed ordinance to establish a no parking loading zone at 2358 South Whipple Street, along West 24th Street (north side) from a point 20 feet west of South Whipple Street to a point 36 feet west thereof, to be in effect Monday through Saturday, from 8:00 A.M. to 8:00 P.M., which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT
ON PORTION OF N. LARABEE ST.

[O2023-0005084]

Aldersperson Reilly (42nd Ward) presented a proposed ordinance to restrict the movement of traffic on North Larabee Street, from West Erie Street to West Superior Street, to a single direction, northerly, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.

The alderpersons named below presented proposed ordinances to amend the restriction of the movement of traffic on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Distance
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<i>WAGUESPACK</i> (32 nd Ward)	
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	Amend ordinance which reads: "North Leavitt Street, between West Roscoe Street and West Addison Street -- one-way northbound -- except bicycles";
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	[O2023-0004584]
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<i>KNUDSEN</i> (43 rd Ward)	
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	Amend ordinance which reads: "West Dickens Avenue, between North Racine Avenue to North Halsted Street, from North Howe Street to North Larrabee Street, and from North Lincoln Avenue to North Clark Street -- one-way westbound -- except bicycles".
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	[O2023-0005090]
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*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
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<i>HALL</i> (6 th Ward)	
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	South Eberhart Avenue, at 7322 (Handicapped Parking Permit 132291);
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	[O2023-0004761]
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Aldersperson

Location And Permit Number

South Evans Avenue, at 8229 (Handicapped Parking Permit 104689);
[O2023-0004663]

South Michigan Avenue, at 6730 (Handicapped Parking
Permit 131897);
[O2023-0004461]

MITCHELL
(7th Ward)

South Coles Avenue, at 7738 (Handicapped Parking Permit 130793);
[O2023-0004904]

HARRIS
(8th Ward)

South Dorchester Avenue, at 7351 (Handicapped Parking
Permit 131867);
[O2023-0004597]

South Dorchester Avenue, at 7919 (Handicapped Parking
Permit 131166);
[O2023-0004456]

South Drexel Avenue, at 8021 (Handicapped Parking Permit 130985);
[O2023-0004460]

South Drexel Avenue, at 9110 (Handicapped Parking Permit 131190);
[O2023-0004459]

South Drexel Avenue, at 9837 (Handicapped Parking Permit 132027);
[O2023-0004595]

South Harper Avenue, at 8920 (Handicapped Parking Permit 131538);
[O2023-0004458]

South Paxton Avenue, at 8437 (Handicapped Parking Permit 131820);
[O2023-0004457]

East 88th Place, at 820 (Handicapped Parking Permit 131353);
[O2023-0004809]

East 71st Place, at 1508 (Handicapped Parking Permit 131972);
[O2023-0004811]

10/4/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

3881

Aldersperson

Location And Permit Number

MOORE
(17th Ward)

South Ada Street, at 8015 (Handicapped Parking Permit 131631);
[O2023-0004930]

South Bishop Street, at 7943 (Handicapped Parking Permit 130955);
[O2023-0004933]

South Green Street, at 7341 (Handicapped Parking Permit 130512);
[O2023-0004928]

South Green Street, at 7945 (Handicapped Parking Permit 131845);
[O2023-0004929]

South Loomis Street, at 7808 (Handicapped Parking Permit 131155);
[O2023-0004927]

South Morgan Street, at 7715 (Handicapped Parking Permit 131030);
[O2023-0004934]

South Peoria Street, at 8236 (handicapped permit parking);
[O2023-0004937]

South Winchester Avenue, at 7654 (Handicapped Parking
Permit 131585);
[O2023-0004931]

South Wood Street, at 7714 (Handicapped Parking Permit 131813);
[O2023-0004936]

South Wood Street, at 7828 (Handicapped Parking Permit 131473);
[O2023-0004935]

West 69th Street, at 2641 (Handicapped Parking Permit 132010);
[O2023-0004925]

West 70th Place, at 2111 (Handicapped Parking Permit 131219);
[O2023-0004926]

RODRÍGUEZ
(22nd Ward)

South Christiana Avenue, at 2723 (Handicapped Parking
Permit 131734);
[O2023-0005060]

Aldersperson

Location And Permit Number

South Homan Avenue, at 2458 (Handicapped Parking Permit 131921);
[O2023-0005063]

South Kirkland Avenue, at 2322 (Handicapped Parking
Permit 131754);
[O2023-0005061]

South Kostner Avenue, at 2234 (Handicapped Parking
Permit 130076);
[O2023-0005053]

South Laramie Avenue, at 4639 (Handicapped Parking
Permit 131547);
[O2023-0005058]

South Lawndale Avenue, at 2336 (Handicapped Parking
Permit 131699);
[O2023-0005059]

South Springfield Avenue, at 2821 (Handicapped Parking
Permit 130191);
[O2023-0005054]

West 25th Place, at 4365 (Handicapped Parking Permit 131297);
[O2023-0005056]

BURNETT
(27th Ward)

West Erie Street, at 1344 (Handicapped Parking Permit 119632);
[O2023-0004816]

ERVIN
(28th Ward)

West Fillmore Street, at 2427 (Handicapped Parking Permit 132355);
[O2023-0004810]

West Washington Boulevard, at 5044 (Handicapped Parking
Permit 129972);
[O2023-0004813]

West West End Avenue, at 5005 (Handicapped Parking
Permit 106639);
[O2023-0004812]

10/4/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

3883

Aldersperson

Location And Permit Number

CARDONA
(31st Ward)

West Belden Avenue, at 4734 (Handicapped Parking Permit 132366);
[O2023-0004789]

North Lavergne Avenue, at 2609 (Handicapped Parking
Permit 132277);
[O2023-0004788]

RAMIREZ-ROSA
(35th Ward)

North Lawndale Avenue, at 2116 (Handicapped Parking
Permit 131475);
[O2023-0004646]

VILLEGAS
(36th Ward)

North Knox Avenue, at 2218 (Handicapped Parking Permit 131464);
[O2023-0004920]

North Narragansett Avenue, at 2948 (Handicapped Parking
Permit 132482);
[O2023-0004917]

MITTS
(37th Ward)

North Latrobe Avenue, at 919 (Handicapped Parking Permit 132052);
[O2023-0004441]

North Latrobe Avenue, at 1743 (Handicapped Parking Permit 129349);
[O2023-0004498]

SPOSATO
(38th Ward)

North Nagle Avenue, at 3419 (Handicapped Parking Permit 132332);
[O2023-0004746]

NAPOLITANO
(41st Ward)

West Hortense Avenue, at 7711 (Handicapped Parking
Permit 131094);
[O2023-0005081]

Aldersperson	Location And Permit Number
	West Lawrence Avenue, at 6009 (Handicapped Parking Permit 132205); [O2023-0005082]
<i>KNUDSEN</i> (43 rd Ward)	North Commonwealth Avenue, at 2300 (Handicapped Parking Permit 130131); [O2023-0005085]
<i>GARDINER</i> (45 th Ward)	West Montrose Avenue, at 5026 (Handicapped Parking Permit 129421); [O2023-0004656]
<i>MANAA-HOPPENWORTH</i> (48 th Ward)	North Kenmore Avenue, at 5220 (Handicapped Parking Permit 131992); [O2023-0004794]
<i>SILVERSTEIN</i> (50 th Ward)	North Albany Avenue, at 6524 (Handicapped Parking Permit 132283). [O2023-0004797]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Except For Disabled)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

10/4/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

3885

Aldersperson

Location And Permit Number

HARRIS
(8th Ward)

Amend ordinance by striking: "South Dorchester Avenue, at 7351
(Handicapped Parking Permit 104673)";
[O2023-0004598]

Amend ordinance by striking: "South Ridgeland Avenue, at 7718
(Handicapped Parking Permit 125615)";
[O2023-0004495]

FUENTES
(26th Ward)

Amend ordinance by striking: "North Avers Avenue, at 1523
(Handicapped Parking Permit 120946)";
[O2023-0004623]

CARDONA
(31st Ward)

Amend ordinance by striking: "West Barry Avenue, at 4742
(Handicapped Parking Permit 96017)";
[O2023-0004493]

Amend ordinance by striking: "North Kilbourn Avenue, at 3002
(Handicapped Parking Permit 113298)";
[O2023-0001321]

Amend ordinance by striking: "North Linder Avenue, at 2835
(Handicapped Parking Permit 98754)";
[O2023-0004743]

Amend ordinance by striking: "West Parker Avenue, at 5006
(Handicapped Parking Permit 106381)";
[O2023-0004497]

Amend ordinance by striking: "West Wellington Avenue, at 4727
(Handicapped Parking Permit 104542)";
[O2023-0004494]

SILVERSTEIN
(50th Ward)

Amend ordinance by striking: "North Francisco Avenue, at 6209
(Handicapped Parking Permit 117213)".
[O2023-0004785]

Referred -- INSTALLATION OF PARKING LIMITATION SIGNS.

The alderpersons named below presented proposed ordinances to limit parking of vehicles at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<i>O'SHEA</i> (19 th Ward)	South Longwood Drive (east side) from West 118 th Street to West 119 th Street -- no parking -- 4:00 P.M. to 7:00 P.M. -- Monday through Friday -- 12:00 A.M. to 10:00 A.M. -- all days; [O2023-0005052]
<i>BURNETT</i> (27 th Ward)	North Wells Street (west side) from West Wendell Street to West Oak Street, and West Oak Street (north side) from North Wells Street, to a point 562 feet west thereof -- no parking except school personnel -- 7:00 A.M. to 4:30 P.M.; [O2023-0004824]
<i>GARDINER</i> (45 th Ward)	5364 West Gale Street -- one-hour parking -- 6:00 A.M. to 6:00 P.M. -- Monday through Saturday. [O2023-0004804]

Referred -- REPEAL OF RUSH HOUR PARKING RESTRICTIONS ON PORTION OF W. BELMONT AVE.

[O2023-0004582]

Aldersperson Waguespack (32nd Ward) presented a proposed ordinance for the removal of the rush hour parking restrictions on West Belmont Avenue, from North Western Avenue to North Racine Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances and an order to establish residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
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<i>HARRIS</i> (8 th Ward)	
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	1600 block of East 84 th Street (both sides) -- 10:00 P.M. to 6:00 A.M. -- all days;
--	--

	[Or2023-0004591]
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<i>SIGCHO-LOPEZ</i> (25 th Ward)	
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	1112 -- 1125 West 19 th Street (both sides) -- at all times -- all days;
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	[O2023-0004897]
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<i>CARDONA</i> (31 st Ward)	
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	5000 -- 5059 West Drummond Place (both sides) -- at all times -- all days;
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	[O2023-0004447]
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	4100 -- 4164 West Oakdale Avenue (both sides) -- at all times -- all days;
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	[O2023-0004448]
--	-----------------

	4814 -- 4852 and 4815 -- 4851 West Wrightwood Avenue (both sides) -- at all times -- all days;
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	[O2023-0004648]
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<i>SILVERSTEIN</i> (50 th Ward)	
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	6300 -- 6344 and 6301 -- 6351 North Artesian Avenue (both sides) -- 5:00 P.M. to 9:00 A.M. -- all days -- Residential Permit Parking Zone 448.
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	[O2023-0004802]
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Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING BUFFER ZONE AT 3059 N. KOLMAR AVE.

[O2023-0004440]

Alderperson Cardona (31st Ward) presented a proposed ordinance to establish a better zone for Residential Permit Parking Zone 1609 at 3059 West Kolmar Avenue for Residential Permit Parking Zone 1609, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- REMOVAL OF RESIDENTIAL PERMIT PARKING ZONES.

Alderperson Burnett (27th Ward) presented proposed ordinances to repeal previously established residential permit parking zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Remove Residential Permit Parking Zone 2107 at West Polk Street (north side) from North Ogden Avenue to North Damen Avenue -- at all times -- all days;

[O2023-0004819]

Remove Residential Permit Parking Zone 2361 at 600 -- 699 North Monticello Avenue, from West Huron Street to West Ohio Street -- at all times -- all days.

[O2023-0004825]

Referred -- REMOVAL OF DIAGONAL PARKING SIGNS.

[O2023-0004800]

Alderperson Hopkins (2nd Ward) presented a proposed ordinance to remove previously installed diagonal parking signs at the locations designated in effect at all times on all days, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

1212 North Wells Street; and

1350 North Wells Street.

Referred -- ESTABLISHMENT OF 20-MILES-PER-HOUR SPEED LIMITATION ON PORTIONS OF SPECIFIED STREETS.

The alderpersons named below presented proposed ordinances for the establishment of 20-miles-per-hour speed limitations on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
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WAGUESPACK

(32nd Ward)

West Belmont Avenue, from North Western Avenue to North Racine Avenue;

[O2023-0004578]

West Lyndale Street, from North Western Avenue to North Leavitt Street;

[O2023-0004580]

MITTS

(37th Ward)

West Erie Street, from North Leclaire Avenue to North Cicero Avenue;

[O2023-0005064]

West Ferdinand Street, from North Laramie Avenue to North Cicero Avenue;

[O2023-0005067]

West Hubbard Street, from North Laverne Avenue to North Cicero Avenue;

[O2023-0005068]

West Huron Street, from North Laramie Avenue to North Cicero Avenue;

[O2023-0005069]

North Lamon Avenue, from West Kinzie Street to West Chicago Avenue;

[O2023-0005071]

North Laverne Avenue, from West Kinzie Street to West Chicago Avenue;

[O2023-0005072]

Aldersperson

Location, Distance And Time

North Lawler Avenue, from West Kinzie Street to West Ohio Street;
[O2023-0005073]

North Leamington Avenue, from West Kinzie Street to West Chicago Avenue;
[O2023-0005074]

North Leclaire Avenue, from West Kinzie Street to West Chicago Avenue;
[O2023-0005075]

West Ohio Street, from North Laramie Avenue to North Cicero Avenue;
[O2023-0005076]

West Race Avenue, from North Laverne Avenue to North Cicero Avenue;
[O2023-0005079]

West Superior Street, from North Leclaire Avenue to North Cicero Avenue;
[O2023-0005080]

KNUDSEN
(43rd Ward)

West Dickens Avenue, from North Racine Avenue to North Stockton Drive.
[O2023-0005091]

Referred -- AMENDMENT OF SPEED LIMITATION ON PORTION OF N. LEAVITT ST.

[O2023-0004575]

Aldersperson Waguespack (32nd Ward) presented a proposed ordinance for the amendment of a 20-miles-per-hour speed limitation on North Leavitt Street, from West Diversey Parkway to West Addison Street, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF NO PARKING TOW-AWAY ZONES.

The alderpersons named below presented proposed ordinances to establish no standing no parking/tow-away zones at the locations designated and for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location, Distance And Time
HOPKINS (2 nd Ward)	West Chestnut Street (south side) from North Franklin Street to North Wells Street -- 11:00 P.M. to 6:00 A.M. -- Thursday through Sunday; [O2023-0004830]
	West Institute Street (north side) from North Franklin Street to North Wells Street -- 11:00 P.M. to 6:00 A.M. -- Thursday through Sunday; [O2023-0004828]
ERVIN (28 th Ward)	West Washington Boulevard (south side) from South Pulaski Road to a point 150 feet east thereof -- at all times -- all days; [O2023-0004814]
REILLY (42 nd Ward)	West Hubbard Street (both sides) from North Franklin Street to North Orleans Street -- 11:00 P.M. to 6:00 A.M. -- all days (public benefit). [O2023-0005083]

Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances and orders directing the Commissioner of Transportation to give consideration to the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location And Type Of Sign

HALL(6th Ward)7500 South Champlain Avenue and East 75th Street -- "All-Way Stop";
[O2023-0004756]7549 South Champlain Avenue and West 75th Street -- "All-Way Stop";
[O2023-0004760]6858 South Michigan Avenue and West 69th Street -- "All-Way Stop";
[O2023-0004445]6900 South Michigan Avenue and East 69th Street -- "All-Way Stop";
[O2023-0004442]*TALIAFERRO*(29th Ward)West Wabansia Avenue and North Oak Park Avenue -- "All-Way Stop";
[Or2023-0004587]West Washington Boulevard and North Parkside Avenue -- "Three-Way
Stop";
[Or2023-0004588]*KNUDSEN*(43rd Ward)West Armitage Avenue and North Cleveland Avenue -- "All-Way Stop";
[O2023-0005087]West Armitage Avenue and North Howe Street -- "All-Way Stop".
[O2023-0005088]

Referred -- ESTABLISHMENT OF 5-TON WEIGHT LIMITATION ON PORTIONS OF SPECIFIED STREETS.

Aldersperson Mitts (37th Ward) presented proposed ordinances for the establishment of 5-ton weight limitations on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

West Ohio Street, from North Laramie Avenue to North Cicero Avenue; and
[O2023-0005078]

West Erie Street, from North Leclaire Avenue to North Cicero Avenue.
[O2023-0005065]

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATION OF PARTICULAR AREA.

Alderpersn Ervin (28th Ward) presented a proposed ordinance amending the Chicago Zoning Ordinance for the purpose of reclassifying a particular area, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

To classify as a POS-3 Open Space or Natural Area instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 1-K bounded by:

West West End Avenue; the alley next east of and parallel to North Kildare Avenue; a line 27.25 feet south of and parallel to West West End Avenue; and North Kildare Avenue (common address: 135 North Kildare Avenue).

[O2023-0005049]

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 HOPKINS (2nd Ward):

Referred -- INITIATION AND AUTHORIZATION OF ADVISORY REFERENDUM FOR SUBMISSION TO CHICAGO VOTERS AT MARCH 19, 2024 MUNICIPAL GENERAL PRIMARY ELECTION CONCERNING SUPPORT FOR ALTERNATIVE TO REAL ESTATE TRANSFER TAX ESTABLISHING SPECIAL REVENUE FUND FROM SMALL INCREASES ACROSS BROAD MIX OF FUNDING SOURCES.

[R2023-0004962]

A proposed resolution to initiate and authorize a public question to be submitted to all Chicago voters in a referendum at the regularly scheduled election occurring March 19, 2024 on whether the City of Chicago shall, instead of increasing real estate transfer tax to combat homelessness, implement small increases across a broad mix of funding sources, and to create a special revenue fund; and after adoption of this public question, the City Clerk is to certify such public question to the Chicago Board of Election Commissioners, which was *Referred to the Committee on Committees and Rules.*

Referred -- INITIATION AND AUTHORIZATION OF ADVISORY REFERENDUM FOR SUBMISSION TO CHICAGO VOTERS AT MARCH 19, 2024 MUNICIPAL GENERAL PRIMARY ELECTION CONCERNING SUPPORT FOR ALTERNATIVE TO REAL ESTATE TRANSFER TAX BY REQUESTING STATE OF ILLINOIS INCREASE IN CONTRIBUTIONS.

[R2023-0004965]

Also, a proposed resolution to initiate and authorize a public question to be submitted to all Chicago voters in a referendum at the regularly scheduled election occurring March 19, 2024 on whether the City of Chicago shall, instead of increasing real estate transfer tax to combat homelessness, request that the State of Illinois increase its contribution to the City's efforts, and to create a special revenue fund; and after adoption of this public question, the City Clerk is to certify such public question to the Chicago Board of Election Commissioners, which was *Referred to the Committee on Committees and Rules.*

Referred -- INITIATION AND AUTHORIZATION OF ADVISORY REFERENDUM FOR SUBMISSION TO CHICAGO VOTERS AT MARCH 19, 2024 MUNICIPAL GENERAL PRIMARY ELECTION CONCERNING SUPPORT FOR INCREASES ON REAL ESTATE TRANSFER TAX.

[R2023-0004966]

Also, a proposed resolution to initiate and authorize a public question to be submitted to all

Chicago voters in a referendum at the regularly scheduled election occurring March 19, 2024 on whether the City of Chicago shall, to combat homelessness, impose a real estate transfer tax increase of 75 percent establishing a new transfer tax rate of \$6.56 for every \$500 of the transfer price above \$1,000,000, to be paid by the buyer; to create a Homeless Real Property Transfer Tax Fund into which all revenue from the difference in the increase will be deposited; and, after adoption of this public question, the City Clerk is to certify such public question to the Chicago Board of Election Commissioners, which was *Referred to the Committee on Committees and Rules*.

Referred -- INITIATION AND AUTHORIZATION OF ADVISORY REFERENDUM FOR SUBMISSION TO CHICAGO VOTERS AT MARCH 19, 2024 MUNICIPAL GENERAL PRIMARY ELECTION CONCERNING SUPPORT FOR CHANGES TO REAL ESTATE TRANSFER TAX.

[R2023-0004967]

Also, a proposed resolution to initiate and authorize a public question to be submitted to all Chicago voters in a referendum at the regularly scheduled election occurring March 19, 2024 on whether the City of Chicago shall, to combat homelessness, impose a real estate transfer tax decrease of 25 percent, establishing a new rate of \$2.81 for every \$500 of the transfer price for a transfer under \$500,000, to be paid by the buyer; impose a real estate transfer tax increase of 65 percent, establishing a new rate of \$6.19 for every transfer of \$500 for a transfer between \$500,000 and \$1,000,000, to be paid by the buyer; to impose an additional real estate transfer tax increase of 75 percent, establishing a new transfer tax rate of \$6.56 for every \$500 of the transfer price above \$1,000,000, to be paid by the buyer; and to create a Homeless Real Property Transfer Tax Fund into which all revenue from the difference in the increase will be deposited; and further, after adoption of this public question, the City Clerk is to certify such public question to the Chicago Board of Election Commissioners, which was *Referred to the Committee on Committees and Rules*.

Presented By

**ALDERPERSON HOPKINS (2nd Ward)
ALDERPERSON REILLY (42nd Ward) And
ALDERPERSON GARDINER (45th Ward):**

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING VARIOUS CHAPTERS IMPLEMENTING PERMITTING TYPES FOR CANNABIS BUSINESS ESTABLISHMENTS.

[O2023-0004818]

A proposed ordinance to amend Title 17 of the Municipal Code of Chicago by modifying various chapters to establish permitting types for cannabis business establishments as either

“permitted by-right” or approved in accordance with Type 1 Zoning Map amendment procedures. Two committees having been called, the Committee on Zoning, Landmarks and Building Standards and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON HOPKINS (2nd Ward)
And OTHERS:

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING
VARIOUS CHAPTERS TO ADD SMOKE SHOP AS SPECIAL USE CATEGORY.

[O2023-0004736]

A proposed ordinance, presented by Alderpersons Hopkins, Lee, Cardona, Reilly, Gardiner and Hadden, to amend Title 17 of the Municipal Code of Chicago by modifying various chapters to establish Special Use Approval permitting for Smoke Shops, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON DOWELL (3rd Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER
REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING
FACILITIES.

Five proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

City Autowerks, Inc. -- 2700A South Michigan Avenue;

[O2023-0004524]

City Luxury Autowerks, Inc. -- 2700B South Michigan Avenue;

[O2023-0004525]

City Motowerks -- 2720 South Michigan Avenue;

[O2023-0004526]

4746 Michigan LLC -- 4742 South Michigan Avenue; and

[O2023-0004527]

4746 Michigan LLC -- 4744 South Michigan Avenue.

[O2023-0004528]

Presented By

ALDERPERSON YANCY (5th Ward):

Referred -- ESTABLISHMENT OF SOUTH SHORE HOUSING OPPORTUNITY ORDINANCE AND AMENDMENT OF TITLE 5 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 5-17 ENTITLED "OFFICE OF THE TENANT ADVOCATE PILOT PROGRAM".

[O2023-0004085]

A proposed ordinance to establish the South Shore Housing Opportunity Ordinance and the creation of the Renew South Shore Program with \$12,000,000 in funds appropriated from Affordable Housing Opportunity Fund, creation of the South Shore Long-Term Homeowner Home Improvement Grant Program to provide forgivable loans for home repairs to specified owner-residents of single-family properties in the South Shore Community Area, and the creation of the South Shore Property Tax Debt Relief Grant Program to provide forgivable loans for property tax to specified owner-residents of single-family properties in the South Shore Community Area; and further to amend Title 5 of the Municipal Code of Chicago by adding new Chapter 5-17 entitled "Office of the Tenant Advocate Pilot Program" for the purpose of establishing, as a pilot program in the South Shore Community Area, the Office of the Tenant Advocate as an independent division of the Department of Housing, to be in place for two years and subsequently expanding to a citywide office, which was *Referred to the Committee on Housing and Real Estate*.

Presented By

ALDERPERSON HALL (6th Ward):

Referred -- AMENDMENT OF STANDARDIZATION OF PORTION OF S. VINCENNES AVE. AS "PRINCIPAL JOHN E. EVERETT WAY".

[O2023-0004662]

A proposed ordinance amending a previously passed ordinance published in the *Journal of the Proceedings of the City Council of the City of Chicago* for June 29, 2005, page 52353, directing the Commissioner of Transportation to take the necessary action for the standardization of South Vincennes Avenue, from East 83rd Street to East 80th Street, by deleting the words: "from East 83rd Street" and inserting in its place "from West 82nd Street", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MITCHELL (7th Ward):

Referred -- ESTABLISHMENT OF SYSTEM TO COORDINATE ALL WORK IN PUBLIC WAY INVOLVING SUBSTANTIAL STREET CONSTRUCTION, RESURFACING OR MEDIAN WORK.

[Or2023-0004226]

A proposed order to direct the Departments of Transportation and Assets, Information and Services to develop a system to coordinate all work that triggers a roadway moratorium and other work in the public way involving substantial street construction, resurfacing, or median work; such system shall be a collaboration between the Department of Water Management and applicable alderpersons to streamline work and reduce costs and shall be operational before any work under the 2024 aldermanic menu program begins; and further, directing the Department of Transportation to annually submit a report to the Committee on Transportation and Public Way on the effectiveness of the system and any recommendations, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON HARRIS (8th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 8.65 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF E. 87TH ST.

[O2023-0004822]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 8.65 to disallow the issuance of additional package goods licenses on the south side of East 87th Street, from South Cottage Grove Avenue to South St. Lawrence Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF M&M REALTY PROPERTIES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004634]

Also, a proposed ordinance to exempt M&M Realty Properties LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1700 -- 1702 East 75th Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON BEALE (9th Ward)
And OTHERS:**

Referred -- INITIATION AND AUTHORIZATION OF ADVISORY REFERENDUM FOR SUBMISSION TO CHICAGO VOTERS AT MARCH 19, 2024 MUNICIPAL GENERAL PRIMARY ELECTION CONCERNING SUPPORT FOR LEGISLATION AMENDING CHICAGO'S DESIGNATION AS A SANCTUARY CITY.

[R2023-0004224]

A proposed resolution, presented by Alderpersons Beale, Quinn, Lopez, Moore, Taylor, Mosely, Tabares, Scott, Sposato, Napolitano and Gardiner, to initiate and authorize a public

question to be submitted to all Chicago voters in a referendum at the regularly scheduled election occurring March 19, 2024 on whether the City of Chicago shall maintain its designation as a Sanctuary City; and after adoption of this public question, the City Clerk is to certify such public question to the Chicago Board of Election Commissioners. Two committees having been called, the Committee on the Committees and Rules and the Committee on Immigrant and Refugee Rights, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON BEALE (9th Ward)
And OTHERS:

Referred -- IMPLEMENTATION OF 30-DAY ADVANCE NOTICE TO ALDERPERSONS WHEN ANY PUBLIC OR PRIVATE PROPERTY IN WARD WILL BE DESIGNATED AS TEMPORARY RESIDENTIAL SHELTER.

[O2023-0004225]

A proposed ordinance, presented by Alderpersons Beale, Chico, Quinn, Lopez, Moore, Taylor, Mosely, Tabares, Scott, Napolitano and Gardiner to implement a notification system for alderpersons when any public or private property in their ward will be designated for use as a temporary residential shelter or housing facility for more than 12 individuals; and to require that such notification system provide alderpersons with at least 30 working days' advance notice and that said alderperson must give written approval. Two committees having been called, the Committee on Housing and Real Estate and the Committee on Immigrant and Refugee Rights, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON RAMIREZ (12th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3228 S. WOOD ST.

[Or2023-0004953]

A proposed order for the issuance of a permit to install a sign/signboard at 3228 South Wood Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON QUINN (13th Ward):

Referred -- DESIGNATION OF VARIOUS PRECINCTS OF 13TH WARD AS RESTRICTED RESIDENTIAL ZONES TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2023-0004957]

A proposed ordinance designating the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th, 8th, 9th, 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 22nd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th and 40th Precincts of the 13th Ward as Restricted Residential Zones pursuant to Chapter 4-17 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON COLEMAN (16th Ward):

Referred -- STANDARDIZATION OF PORTION OF S. ASHLAND AVE. AS "MOTHER LULA MAE WATSON-WILLIAMS WAY".

[O2023-0004791]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Ashland Avenue, between West 57th Street and West 58th Street, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON O'SHEA (19th Ward)
And OTHERS:**

Referred -- AMENDMENT OF TITLES 4 AND 17 OF MUNICIPAL CODE BY ADDING NEW ARTICLE XXXIV AND NEW SECTION 17-9-0133 BOTH ENTITLED "SMALL BOX RETAILERS" AND BY MODIFYING VARIOUS SECTIONS OF TITLE 17 REGARDING USE GROUP ZONING DISTRICTS.

[O2023-0004978]

A proposed ordinance, presented by Alderpersons O'Shea, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore,

Curtis, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Ervin, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Hadden and Silverstein, to amend Titles 4 and 17 of the Municipal Code of Chicago by adding new Article XXXIV (Section 4-6-340) regarding retail stores with a floor area between 5,000 and 17,500 square feet, that sell an assortment of physical goods, that continuously offer and advertise a majority of the items for sale at a price less than \$5.00 per item, and that does not contain a prescription pharmacy, sell gasoline or diesel fuel, sell specialty food items, or dedicate less than 5 percent of shelf space to food sales ("small box retailers"); to establish license application, renewal, and revocation processes for small box retailers; to establish legal duties, prohibited acts, and penalties for each licensee small box retailer; and to add new Sections 17-17-0104-Z and 17-9-0133 regarding zoning locations and requirements for small box retailers; and further, to modify sections of Chapters 17-3 through 17-6 establishing permitting categories for small box retailers, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON TABARES (23rd Ward):

Referred -- EXEMPTION OF LITTLE BEAR NURSERY SCHOOLS LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004787]

A proposed ordinance to exempt Little Bear Nursery Schools LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6411 South Pulaski Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON SCOTT (24th Ward):

Referred -- EXEMPTION OF A&S ROOSEVELT LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004508]

A proposed ordinance to exempt A&S Roosevelt LLC from the physical barrier requirement

pertaining to alley accessibility for the parking facilities for 4156 West Roosevelt Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON SIGCHO-LOPEZ (25th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 3045 W. 26TH ST.

Two proposed orders for the issuance of permits to install signs/signboards at 3045 West 26th Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at north elevation; and

[Or2023-0004972]

one sign/signboard at west elevation.

[Or2023-0004971]

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- EXEMPTION OF UNITED CENTER JOINT VENTURE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004826]

A proposed ordinance to exempt United Center Joint Venture from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1643 West Warren Boulevard, 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 PORTIONS OF PUBLIC WAY.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

1600 West Warren Boulevard -- to be known as "Dr. George W. Daniels Way"; and
[O2023-0004820]

731 West Grand Avenue -- to be known as "Joe Mondelli Way".
[O2023-0004821]

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 1357 N. ELSTON AVE.

[Or2023-0004947]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 1357 North Elston Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON ERVIN (28th Ward):

Referred -- VACATIONS OF PUBLIC STREETS.

Two proposed ordinances authorizing the vacation of public streets in the areas specified, which were *Referred to the Committee on Transportation and Public Way* as follows:

portion of West Hastings Street, from South Ashland Avenue to South Laflin Street; and
[O2023-0004808]

portion of South Laflin Street, from alley south of West Roosevelt Road to alley north of West 31st Street.

[O2023-0004803]

10/4/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

3905

Presented By

ALDERPERSON TALIAFERRO (29th Ward):

Referred -- DONATION OF THREE PICKUP TRUCKS TO VOICES OF YOUTH ENSEMBLE.

[O2023-0004596]

A proposed ordinance authorizing the Commissioner of Fleet and Facility Management to enter into and execute such documents as may be necessary and proper to implement the donation of three pickup trucks, free and clear of any liens and encumbrances, in an "as is" condition, to Voices of Youth Ensemble, which was *Referred to the Committee on Public Safety*.

Referred -- EXEMPTION OF RM POWERWASH FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004589]

Also, a proposed ordinance to exempt RM PowerWash from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7053 -- 7055 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 -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 1.61 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. LOGAN BLVD.

[O2023-0004752]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 1.61 which restricted the issuance of additional alcoholic

liquor licenses on West Logan Boulevard, from North Diversey Avenue to North Western Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 2501 N. DAMEN AVE.

Also, two proposed orders for the issuance of permits to install signs/signboards at 2501 North Damen Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101031618; and

[Or2023-0004796]

one sign/signboard for Permit Number 101031620.

[Or2023-0004792]

Presented By

ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward):

Referred -- AMENDMENT OF SECTION 9-64-170 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 33.1 ALLOWING PARKING OF COMMERCIAL PICKUP TRUCKS OR VANS ON PORTION OF N. ALBANY AVE.

[O2023-0004738]

A proposed ordinance to amend Title 9, Chapter 64, Section 170 of the Municipal Code of Chicago by adding new subsection 9-64-170 (33.1) to allow parking of commercial vehicles that are pickup trucks or vans with a gross vehicle weight rating of less than 8,000 pounds, on both sides of 4800 and 4900 blocks of North Albany Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF FULL CIRCLE COMMUNITIES, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004631]

Also, a proposed ordinance to exempt Full Circle Communities, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2907 West Irving Park Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON CONWAY (34th Ward)
And OTHERS:

Referred -- CALL FOR HEARING(S) ON PROPOSED RATE HIKE BY PEOPLES GAS COMPANY.

[R2023-0004577]

A proposed resolution, presented by Alderpersons Conway, Hopkins, Dowell, Robinson, Ramirez, Moore, Rodriguez, Sigcho-Lopez, Fuentes, Cruz, Cardona, Rodríguez-Sánchez, Ramirez-Rosa, Mitts, Vasquez, Reilly, Lawson, Martin, Manaa-Hoppenworth and Hadden, calling on the Committee on Environmental Protection and Energy to hold a hearing on the rate hike proposed by Peoples Gas and the subsequent impact on Chicagoans. Two committees having been called, the Committee on Environmental Protection and Energy and the Committee on the Budget and Government Operations, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- AMENDMENT OF SECTIONS 2-92-360 AND 2-92-370 OF MUNICIPAL CODE ESTABLISHING ROTATIONAL SYSTEM FOR PREQUALIFIED CONTRACTORS.

[O2023-0004590]

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by modifying Sections 2-92-360 and 2-92-370 to establish contract award procedure limitations and regulations for contractors who perform work or services for the city not competitively bid,

other than for roofing repair, building demolition, board-up work, or emergency bridge or viaduct repair; the Chief Procurement Officer shall award the contract or task order, as applicable, to the first contractor on the responsible bidder list unless (1) the contractor rejects such award or does not accept within 10 days, or (2) the funding amount would cause the total amount of contracts and task orders awarded to such contractor to exceed the funding amount allocated under the applicable master agreement; and further, if a previously awarded contract or task is withdrawn through no act or omission of the contractor, such contractor will be returned to their previous position as the first on the responsible bidder list, which was *Referred to the Committee on Contracting Oversight and Equity*.

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 2023 -- 2027 TERM BY MODIFYING RULE 45 REQUIRING OFFICE OF CITY CLERK TO POST COMMITTEE RECORDS ON PUBLIC FACING WEBSITE INCLUDING ANY PRESENTATION OR SLIDE DECK.

[R2023-0004969]

A proposed resolution to amend the Rules of Order and Procedure of the City Council of the City of Chicago for the 2023 – 2027 term by modifying Rule 45 to require that the Office of the City Clerk post committee records, including any presentation or slide deck presented to the committee, on the Clerk's public facing website for the applicable committee meeting and the applicable matter referred to that committee, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

**ALDERPERSON REILLY (42nd Ward) And
ALDERPERSON BEALE (9th Ward):**

Referred -- AMENDMENT OF CHAPTER 2-8 OF MUNICIPAL CODE BY DELETING AND REPLACING SECTION 2-8-100 REGARDING COMMITTEE OVERSIGHT POWER AND MODIFYING ARTICLE IV REGARDING OFFICE OF LEGISLATIVE COUNSEL.

[O2023-0004977]

A proposed ordinance to amend Title 2, Chapter 8 of the Municipal Code of Chicago by deleting Section 2-8-100 and replacing it in its entirety to establish oversight, subpoena

and other powers of every standing committee of the City Council; and to modify Article IV (Section 2-8-820, et seq.) to replace mentions of "legislative reference bureau" with "Office of Legislative Counsel" and establish powers, duties and access to city records of such office, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- AMENDMENT OF CITY COUNCIL RULES OF ORDER AND PROCEDURE FOR 2023 -- 2027 TERM BY MODIFYING RULES 1, 8, 10, 37, 40, 46 AND 51 TO INCLUDE OFFICE OF LEGISLATIVE COUNSEL.

[R2023-0004976]

Also, a proposed resolution, to amend the Rules of Order and Procedure of the City Council of the City of Chicago for the 2023 -- 2027 term by modifying Rules 1, 8, 10, 37, 40, 46 and 51 to replace all reference to "legislative reference bureau" with "Office of Legislative Counsel" and to allow members to seek counsel on the Rules of Order and Procedure from the Law Department or Office of Legislative Counsel, while another member is speaking, provided that such discussions are kept as quiet and brief as possible out of respect for the member who holds the floor, which was *Referred to the Committee on Committees, Rules and Ethics*.

Presented By

ALDERPERSON KNUDSEN (43rd Ward):

Referred – ESTABLISHMENT OF REPORTING SYSTEM FOR CTA COMPLAINTS OR VIOLATIONS THROUGH CHICAGO'S 311 SYSTEM.

[O2023-0004219]

A proposed ordinance directing the Commissioner of Assets, Information, and Services, the Executive Director of the Office of Emergency Management and Communication and THE Corporation Counsel to allow individuals to submit complaints regarding the CTA through the City's 311 system, including the online 311 portal and the CHI311 mobile application; to enter into and execute one or more intergovernmental agreements between the City and the CTA to facilitate such use of the 311 system; and to direct the Commissioner to file with the Committee on Transportation and Public Way a report of the type and number of complaints, the average and median response times, the number of outstanding complaints, and any other information deemed relevant by the Commissioner, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- EXEMPTION OF LPAC HOLDINGS LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004951]

Also, a proposed ordinance to exempt LPAC Holdings LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1001 -- 1013 West Diversey 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 GARDINER (45th Ward):

Referred -- EXEMPTION OF KENNETH C. EUDY FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004918]

Also, a proposed ordinance to exempt Kenneth C. Eudy from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5080 North Elston 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 CLAY (46th Ward):

Referred -- EXEMPTION OF NINE 4 NINE DESIGN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004905]

Also, a proposed ordinance to exempt Nine 4 Nine Design from the physical barrier

requirement pertaining to alley accessibility for the parking facilities for 4745 North Beacon Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- CALL ON DEPARTMENT OF STREETS AND SANITATION TO PILOT CURBSIDE FOOD SCRAP AND YARD WASTE COLLECTION PROGRAM.

[R2023-0004979]

A proposed resolution calling on the Department of Streets and Sanitation to improve Chicago's overall waste diversion and reduce greenhouse gas emissions by piloting a curbside food scrap and yard waste collection program, in historically underserved communities, that provides weekly curbside organics collection along 15 existing garbage routes; and to initiate the pilot program between January 2024 and September 2026 by procuring trucks and routes in February to March 2024, beginning organics curbside collection by April 2024, and by completing research partner reporting by September 2026, which was *Referred to the Committee on Environmental Protection and Energy*.

Referred -- EXEMPTION OF PLEASANT DANK VENTURES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0004981]

Also, a proposed ordinance to exempt Pleasant Dank Ventures LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4253 -- 4259 North Lincoln 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 SILVERSTEIN (50th Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 6374 NORTH LINCOLN AVE.

Two proposed orders for the issuance of permits to install signs/signboards at 6374 North Lincoln Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101033787; and

[Or2023-0004970]

one sign/signboard for Permit Number 101033789.

[Or2023-0004914]

APPROVAL OF JOURNALS OF PROCEEDINGS.

JOURNAL (September 14, 2023).
(Regular Meeting)

The Honorable Andrea M. Valencia, City Clerk, submitted the printed official *Journal of the Proceedings of the City Council of the City of Chicago* for the regular meeting held on Wednesday, September 14, 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*.

JOURNAL (September 27, 2023).
(Special Meeting)

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 special meeting held on Wednesday, September 27, 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.

PUBLIC HEARING ON PROPOSED REAL ESTATE TRANSFER TAX BALLOT REFERENDUM.

Pursuant to a notice of intent filed by Alderspersons Hadden, Ramirez-Rosa and Martin, Aldersperson Hadden moved that the City Council convene a public hearing on the proposed real estate transfer tax ballot referendum and to accept the draft resolution pertaining thereto. The motion *Prevailed*.

The clerk then presented the following speakers, who addressed the City Council:

Diane Limas

James Cavalleo

Brad Tietz

Jonah Karsh

Farzin Parang

April Harris

Germaine Dixon

Debra Murphy

Melvin Bailey

Alice Iman

Ozzmon Dumas

Marketta Sims

Bill Eager

Marie Moreno

Mary Gardner

Kevin Capshaw

Antonia Westly

Kristin Casra

The public hearing thereupon concluded.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

guests in attendance for a resolution recognizing Domestic Violence Awareness Month: Maura E. McCauley, Managing Deputy Commissioner of Programs, DFSS; Commissioner Brandie Knazze, Commissioner of Family Support Services; Laura Ng, GBV Division Project Manager, DFSS; Yesenia Galvan, GBV Division Project Manager, DFSS; Erica B. Davis, Program Director, CDPH; Jennifer Rosenkranz, Program Director, Michael Reese Health Trust; Maralea Negron, Director of Policy, Advocacy and Research, The Network.

guests in attendance for a resolution recognizing Breast Cancer Awareness Month: Jannette Guzman, Sinai Urban Institute; Juan Ortega, Sinai Urban Institute; Kelly McCabe, Sinai Urban Institute; Berenice Tow, Sinai Urban Institute; Paris Thomas, Rush; Karina Bermejo Ayala, Instituto Del Progreso Latino; April Curtis.

guests in attendance for a resolution recognizing SPAAN Tech: Smita N. Shah (honoree), accompanied by Maarten de Jeu, husband; Viren Shah de Jeu, son; Jayalakshmi Shah de Jeu, daughter.

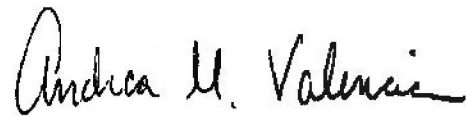
guests in attendance for a resolution recognizing One Hope United: Damon Cates, EdD, Interim President and Chief Executive Officer, Chief Advancement Officer; Chris Nordloh, Interim Chief Operating Officer and Chief Financial Officer; Nicole Dunham, Chief People Officer; Dennis Delgado, Executive Director, Community-Based Family Services; Melissa Webster, Executive Director, Residential and Day Treatment Services; Sarah Tunning, Executive Director, Florida; Kenny Shackelford, Executive Director, Early Learning and Child Development; Juliana Harms, Executive Director, Behavioral Health.

Frank Harris, accompanied by Mildred Neal; Sarah Townsend; Lois Watkins; Carry Johnson; Tracey Childs; Harold Stephen; Lester McCarroll, Jr.; Lester McCarroll, III; Sally Townsend; and Robert Charles.

Matthew Almendras, undergraduate student government president at the University of Illinois at Chicago, accompanied by members of the student government cabinet.

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 Friday, October 6, 2023, at 10:45 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink, reading "Andrea M. Valencia". The signature is fluid and cursive, with the first name "Andrea" and last name "Valencia" clearly legible.

ANDREA M. VALENCIA,
City Clerk.