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COPY



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

Regular Meeting -- Wednesday, November 1, 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, November 1, 2023

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Attendance At Meeting.

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

Absent -- None.

Call To Order.

On Wednesday, November 1, 2023 at 10:29 A.M. (the hour appointed for the meeting was 10:00 A.M.), the Honorable Brandon Johnson, Mayor, called the City Council to order. The clerk called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Hopkins, Dowell, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Moore, O'Shea, Mosley, Tabares, Scott, Sigcho-Lopez, Fuentes, 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 -- 43.

Quorum present.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, informed the City Council that Alderpersons Curtis, Taylor, Burnett and Silverstein submitted requests, pursuant to Rule 59 of the City Council's Rules of Order and Procedure, to attend the meeting remotely.

Thereupon, on motion of Alderperson Lopez, the request by Alderpersons Curtis, Taylor, Burnett and Silverstein to attend the meeting remotely was *Accepted* by a viva voce vote, resulting in a quorum of 47 alderpersons.

Pledge Of Allegiance.

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

Invocation.

Reverend Corwin D. Lasenby, pastor of Pilgrim Baptist Church of South Chicago, opened the meeting with prayer.

PUBLIC COMMENT.

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

Jennifer Soto

Emiphany Paris

David Herrera

Robert Ferrer

Jody Wiederkher

Natasha Dunn

Linda Perales

LaShawn Wallace

Linda Johnson

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

Diane Londo

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

Dr. Laverne M. Barnes

Karen Elger

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Caroline Lucius

Felice Howard, M.D.

Sister Yaa Simpson

Hector Perez-Rivera

REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.

Rules Suspended -- CELEBRATION OF NOVEMBER AS NATIVE AMERICAN HERITAGE MONTH IN CHICAGO.

[R2023-0005703]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Manaa-Hoppenworth, Gutiérrez, Vasquez, Waguespack, Mitts, Ervin, Moore, Lopez, La Spata, Lawson, Hadden, Gardiner, Villegas, Nugent, Scott, O'Shea, Conway, Sposato, Martin, Robinson, Dowell, Silverstein, Ramirez-Rosa and City Clerk Valencia, a resolution celebrating Native American Heritage Month in 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 National Native American Heritage Month every year during the month of November in recognition of the essential and unique contributions of Native peoples past and present; and

WHEREAS, In 1990, the United States Congress adopted a joint resolution authorizing and requesting the President of the United States to proclaim November as "National American Indian Heritage Month"; and

WHEREAS, 280,985 Illinois residents identified as American Indian or Alaska Native in the 2020 United States Census; and

WHEREAS, Chicago has been home to Native tribes and peoples since time immemorial, and remains home to a vibrant Native community of 35,000 Chicagoans from over 150 sovereign Native tribes; and

WHEREAS, Chicago has the third-largest urban Native community in the United States and the largest urban Native community in the Midwest; and

WHEREAS, Chicago is home to the American Indian Center of Chicago, the oldest urban Native cultural and social center in the United States, as well as numerous professional, educational, health and social services, and cultural organizations; and

WHEREAS, The City of Chicago acknowledges that Chicago is located on the traditional homelands of the Anishinaabe, or the Council of the Three Fires: the Ojibwe, Odawa, and Potawatomi Nations; and

WHEREAS, The City acknowledges that many other Nations consider this area their traditional homeland, including the Myaamia, Ho-Chunk, Menominee, Sac and Fox, Peoria, Kaskaskia, Wea, Kickapoo, and Mascouten; and

WHEREAS, The City recognizes the contributions of Kitihawa of the Potawatomi Nation for her role in fostering the community that has become Chicago; and

WHEREAS, The City is committed to promoting Native cultural heritage, and in 2021, the City Council adopted a formal Land Acknowledgement Resolution; and

WHEREAS, The City is not only committed to honoring the contributions of Native peoples to Chicago's past but is also committed to fostering and celebrating the contributions of Native peoples to Chicago's present and future; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2023, do hereby designate November 2023 as Native American Heritage Month in the City of Chicago, and reaffirm our acknowledgement that the City of Chicago is located on land that is the traditional homeland of many Native tribes and that the Native American community remains a valued and essential partner in Chicago's present and future.

On motion of Alderperson Mitchell, seconded by Alderpersons Hadden, Lopez, Manaa-Hoppenworth, Ramirez-Rosa, Rodríguez-Sánchez and Vasquez, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council in recognizing the rich history, traditions, and important contributions of Native peoples. Chicago is located on land that is and has long been a center for Natives peoples, the Mayor observed and noted that its very foundation was laid by Kitihiwa of the Potawatomi along with Jean Baptiste Point DuSable. The Native American influence is felt all around our city and even the name Chicago comes from the Algonquian Nation, the Mayor stated. Chicago is home to the third-largest urban Native community in the United States, the Mayor continued, and remains the largest Native community in the Midwest. These communities continue to enrich our city and add to its cultural diversity and vibrancy, the Mayor stated, including art, music, business and finance, education and social services, science, and medicine. Mayor Johnson also noted that in 2021, our city adopted a formal Land Acknowledgement Resolution to ensure that the legacy and history of the Native peoples in Chicago is always remembered. As we recognize National Native American Heritage Month we must continue to remember and honor the contributions of Native peoples, Mayor Johnson stated, and expressed his commitment to foster an environment that enables every diverse community of our city to thrive. Mayor Johnson then invited various representatives to the Mayor's rostrum when he presented them with a parchment copy of the congratulatory resolution.

Rules Suspended -- COMMEMORATION OF VETERANS DAY.

[R2023-0005702]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Fuentes, Manaa-Hoppenworth, Gutiérrez, Vasquez, Waguespack, Mitts, Ervin, Moore, Lopez, La Spata, Lawson, Hadden, Gardiner, Villegas, Nugent, Scott, O'Shea, Conway, Sposato, Martin, Robinson, Dowell, Silverstein, Ramirez-Rosa and City Clerk Valencia, a resolution commemorating Veterans Day.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Alderpersion 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, Armistice Day was initially celebrated in the United States on November 11, 1919 to recognize the end of World War I; and

WHEREAS, Congress made Armistice Day a legal holiday on May 13, 1938 as a day dedicated to the cause of world peace; and

WHEREAS, Armistice Day was renamed Veterans Day on June 1, 1954 in honor of all people who have served in the United States Armed Forces; and

WHEREAS, Tens of millions of Americans have served in the Armed Forces of the United States during the past century; and

WHEREAS, Hundreds of thousands of Americans have given their lives while serving in the Armed Forces during the past century; and

WHEREAS, Over 65,000 Chicagoans have served in the United States Armed Forces; and

WHEREAS, The contributions and sacrifices of the men and women who served in our Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by the people of the United States; and

WHEREAS, Chicagoans and all Americans owe their freedoms and way of life to veterans who made extraordinary personal sacrifices and many of whom suffer lifelong disabilities as a consequence of that sacrifice; and

WHEREAS, Those who serve in our Armed Forces stand ready to endure any hardships and to be exposed to any hazards on behalf of their country and our citizens; and

WHEREAS, Chicago residents have served in conflicts around the world, including in World War II, Korea, Vietnam, Iraq and Afghanistan; and

WHEREAS, Veterans have often faced challenges in transitioning to civilian life, including a lack of adequate support from their community and recognition for their service; and

WHEREAS, Chicago is served by many notable veteran organizations, like the United States Department of Veterans Affairs, the American Legion, AMVETS, Disabled American Veterans, Paralyzed Veterans of America, Veterans of Foreign Wars and Vietnam Veterans of America; and

WHEREAS, All Chicago residents and all Americans owe our veterans an undying debt of gratitude; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, assembled this first day of November 2023, do hereby recognize November 11, 2023 as Veterans Day and honor all of the veterans in the City of Chicago and the United States of America for their bravery, dedication, and sacrifice.

On motion of Alderperson Mitchell, seconded by Alderpersons Villegas, Sposato, Napolitano, Hadden, Taliaferro, Lee, Rodríguez, Nugent, Lopez, Knudsen, Chico, Vasquez, Moore, Yancy, Harris, Fuentes, La Spata and Conway, the foregoing resolution was *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined with the members of the City Council to commemorate Veterans Day and to thank, honor, and remember those who have served our country in every branch of the Armed Forces. During times of war and times of peace, the brave men and women of the Armed Forces have shown extraordinary dedication and loyalty to our nation, Mayor John stated, and their enormous sacrifices and contributions help to maintain our freedoms and defend our way of life. Noting that Chicago is the home to over 65,000 men and women who have served in the United States armed forces, Mayor Johnson stated that as we recognize these brave veterans who served our nation with honor and distinction we must also pledge to do right by our veteran community and work in partnership with Chicago's many notable veteran organizations to ensure that veterans return home to Chicago are welcomed back into our city and society with open arms as they embark on the next chapter of their life. Thanking all veterans for their service and sacrifice, Mayor Johnson invited various representatives to the Mayor's rostrum where he presented them with a parchment copy of the congratulatory resolution.

REGULAR ORDER OF BUSINESS RESUMED.

Referred -- APPOINTMENT OF CIERE BOATRIGHT AS COMMISSIONER OF PLANNING AND DEVELOPMENT.

[A2023-0005707]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Ciere Boatright as Commissioner of Planning and Development, effective on November 20, 2023 if passage occurs on or before that date, otherwise beginning upon passage.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- APPOINTMENT OF CIERE BOATRIGHT AS MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

[A2023-0005709]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have appointed Ciere Boatright as a member of the Community Development Commission for a term beginning on November 20, 2023 if passage occurs on or before that date, otherwise beginning upon the date of passage, and expiring February 26, 2027, to complete the unexpired term of Maurice D. Cox, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF CLAUDIA P. RODRIGUEZ AS MEMBER OF LITTLE VILLAGE COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2023-0005711]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Claudia P. Rodriguez as a member of Special Service Area Number 25, the Little Village Commission, for a term effective immediately and expiring June 30, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF KAITLYN D. HURLEY AS MEMBER OF WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2023-0005712]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

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

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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 WILLIAM F. EAGER AS MEMBER OF 47TH STREET AND COTTAGE GROVE COMMISSION (SPECIAL SERVICE AREA NO. 47).

[A2023-0005714]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed William F. Eager as a member of Special Service Area Number 47, the 47th Street and Cottage Grove Commission, for a term expiring September 9, 2027, such period allocated as follows: a term effective immediately and expiring September 9, 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 -- REAPPOINTMENT OF JESSICA AVITIA AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0005716]

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

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Jessica Avitia 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 -- REAPPOINTMENT OF EMILY E. BLUM AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0005717]

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

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OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Emily E. Blum 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 -- REAPPOINTMENT OF JENNIFER F. ELEAZAR AS MEMBER OF
ADVISORY COUNCIL ON WOMEN.*

[A2023-0005718]

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

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Jennifer F. Eleazar 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 -- REAPPOINTMENT OF KIMI L. ELLEN AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0005719]

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

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Kimi L. Ellen 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.

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Referred -- REAPPOINTMENT OF JANICE FIENBERG AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0005720]

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

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Janice Fienberg as a member of the Advisory Council on Women for a term effective immediately and expiring February 19, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAPPOINTMENT OF JACQUELINE S. KAPLAN-PERKINS AS MEMBER OF ADVISORY COUNCIL ON WOMEN.

[A2023-0005715]

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

November 1, 2023.

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

LADIES AND GENTLEMEN -- I have reappointed Jacqueline S. Kaplan-Perkins 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 -- AMENDMENT OF SECTION 17-5-0207 OF MUNICIPAL CODE
REGARDING OUTDOOR PATIO DINING.

[O2023-0005763]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Department of Business Affairs and Consumer Protection, together with Aldermen Ramirez-Rosa, Burnett and Martin, I transmit

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COMMUNICATIONS, ETC.

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herewith an ordinance amending Section 17-5-0207 of the Municipal Code regarding outdoor patio dining.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AMENDMENT OF MUNICIPAL CODE BY ADDITION OF
SUBSECTION 17-13-0303-D REGARDING ADMINISTRATION ADJUSTMENT AND
VARIATION FOR TYPE 1 ZONING APPLICATIONS.

[O2023-0005759]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Department of Planning and Development, together with Aldermen Ramirez-Rosa and La Spata, I transmit herewith an ordinance adding 17-13-0303-D to the Municipal Code regarding Type 1 applications.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION OF PERMIT FEE WAIVERS FOR CHICAGO BOARD OF EDUCATION.

[O2023-0005778]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Chicago Board of Education, I transmit herewith an ordinance authorizing the provision of fee waivers for the Chicago Board of Education.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF FINANCIAL ASSISTANCE FOR UNITED YARDS 1A AFFORDABLE HOUSING PROJECT.

[O2023-0005765]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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 United Yards 1A affordable housing project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION TO PROVIDE TAX INCREMENT FINANCING FUNDS FOR IMPROVEMENTS AT KENWOOD ACADEMY HIGH SCHOOL.

[O2023-0005701]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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

intergovernmental agreement with the Chicago Board of Education to provide TIF funds for improvements at Kenwood Academy High School.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF REDEVELOPMENT AGREEMENT WITH REBUILD FOUNDATION NFP TO PROVIDE NEIGHBORHOOD OPPORTUNITY FUNDS FOR ST. LAURENCE ARTS INCUBATOR PROJECT.

[O2023-0005700]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 2023.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a redevelopment agreement with Rebuild Foundation NFP to provide neighborhood opportunity funds for the St. Laurence Arts Incubator project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- AUTHORIZATION OF TAX LEVIES, APPROVAL OF BUDGETS AND EXECUTION OF SERVICE AGREEMENTS FOR SPECIAL SERVICE AREA NOS. 3, 7, 10, 13, 16, 19, 24, 27, 34, 39, 43, 45, 50, 54, 56-2022, 59-2022 AND 62.

[O2023-0005723, O2023-0005725, O2023-0005727,
O2023-0005733, O2023-0005735, O2023-0005737,
O2023-0005738, O2023-0005741, O2023-0005748,
O2023-0005749, O2023-0005750, O2023-0005751,
O2023-0005752, O2023-0005753, O2023-0005754,
O2023-0005755, O2023-0005756]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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 and the execution of service agreements with service providers for various special service areas.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- ISSUANCE OF FINANCIAL ASSISTANCE FOR LAKEVIEW LANDING AFFORDABLE HOUSING PROJECT.

[O2023-0005797]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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 Lakeview Landing affordable housing project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- REAUTHORIZATION FOR IMPLEMENTATION OF FLEXIBLE HOUSING POOL PROGRAM.

[O2023-0005793]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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 reauthorizing the Flexible Housing Pool program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

Referred -- EXECUTION OF AMENDED LEASE AGREEMENT WITH NORTH LASALLE FINANCIAL ASSOCIATES LLC FOR CITY USE OF OFFICE SPACE BY COMMUNITY COUNCIL FOR PUBLIC SAFETY AND OFFICE OF CLIMATE AND ENVIRONMENTAL EQUITY.

[O2023-0005731]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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 lease agreement with North LaSalle Financial Associates LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

*Referred -- EXECUTION OF EASEMENT AGREEMENT WITH 3305 LAWNDAL
DEV LLC FOR OPERATION OF DRAINAGE SWALE AT 3300 S. KEDZIE AVE.*

[O2023-0005776]

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

OFFICE OF THE MAYOR
CITY OF CHICAGO

November 1, 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 easement agreement with 3305 Lawndale Dev LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,
Mayor.

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

The Honorable Andrea M. Valencia, City Clerk, informed the City Council that the following document was filed in her office:

*Placed On File -- DETERMINATION CERTIFICATE OF CITY COMPTROLLER
CONCERNING SECOND LIEN WATER REVENUE BONDS, SERIES 2023C
TAXABLE.*

[F2023-0005696]

A communication from Chasse Rehwinkel, City Comptroller, under the date of October 23, 2023, received in the Office of the City Clerk on October 23, 2023, transmitting the Determination Certificate concerning Second Lien Water Revenue Bonds, Project Series 2023C Taxable, which was *Placed on File*.

City Council Informed As To Certain Actions Taken.**PUBLICATION OF JOURNALS.**

October 11, 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 October 11, 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 November 1, 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 October 11, 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.

October 11, 2023.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on October 11, 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 November 1, 2023 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on October 11, 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.

October 13, 2023.
(Special Meeting)

The City Clerk informed the City Council that the call for the special meeting and appropriate document thereto which were discussed by the City Council on October 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 November 1, 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 October 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.

October 16, 2023.
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on October 16, 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 November 1, 2023 by being printed in full text in printed pamphlet copies of the *Journal of the Proceedings of the City Council of the City of Chicago* of the regular meeting held on October 16, 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.

PUBLICATION OF SPECIAL PAMPHLETS.

Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 1-2015.

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 1-2015, which was passed by the City Council on October 4, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 2023.

Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 20.

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 20, which was passed by the City Council on October 4, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 2023.

Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 21-2016.

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 21-2016, which was passed by the City Council on October 4, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 2023.

Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 55.

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement for Special Service Area Number 55, which was passed by the City Council on October 4, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 2023.

Imposition Of Tax Levy, Approval Of Year 2024 Budget And Amendment Of Year 2023 Service Provider Agreement For Special Service Area No. 75.

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and amendment of Year 2023 service provider agreement for Special Service Area Number 75, which was passed by the City Council on October 4, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 2023.

Imposition Of Tax Levy, Approval Of Year 2024 Budget And Execution Of Service Provider Agreement For Special Service Area No. 79.

The City Clerk informed the City Council that the ordinance authorizing the imposition of a tax levy, approval of a year 2024 budget and execution of a service provider agreement

for Special Service Area Number 79, which was passed by the City Council on October 4, 2023, and which was requested to be published in pamphlet form, was published in pamphlet form on October 18, 2023.

**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 Transit Authority (CTA) (Application Number 22283) -- to classify as an Institutional Planned Development instead of Planned Manufacturing District Number 9 the area shown on Map Number 91-B bounded by:

the southern lot line of the Chicago Northwestern Railroad right-of-way; a line 627 feet, 99 inches east of North Pulaski Road; a line 93 feet, 78 inches south of the southern lot line of the Chicago Northwestern Railroad right-of-way; a line to the public alley parallel to and immediately west of North Avers Avenue; a line 560 feet south of the southern lot line of the Chicago Northwestern Railroad right-of-way; North Harding Avenue; a line 400 feet south of southern lot line of the Chicago Northwestern Railroad right-of-way; the public alley parallel to and immediately east of North Pulaski Road; a line 488 feet south of southern lot line of the Chicago Northwestern Railroad right-of-way; and North Pulaski Road (common address: 335 -- 375 North Pulaski Road).

[O2023-0005684]

Cullom Avenue LLC (Application Number 22296) -- 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 11-L bounded by:

West Cullom Avenue; North Laramie Avenue; the alley next south of and parallel to West Cullom Avenue; and a line 39.67 feet west of and parallel to North Laramie Avenue (common address: 5201 West Cullom Avenue).

[O2023-0005674]

Javier Enriquez (Application Number 22288) -- 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-M bounded by:

a line 178.50 feet south of and parallel to West Division Street; the alley next east of and parallel to North Austin Boulevard; a line 208.50 feet south of and parallel to West Division Street; and North Austin Boulevard (common address: 1141 North Austin Boulevard).

[O2023-0005694]

Seans Gibbons (Application Number 22286T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 7-H bounded by:

a line 50 feet southeast of and parallel to West Terra Cotta Place; the alley next northeast of and parallel to North Clybourn Avenue; a line 75 feet southeast of and parallel to West Terra Cotta Place; and North Clybourn Avenue (common address: 2515 North Clybourn Avenue).

[O2023-0005688]

Grand Development Ventures LLC (Application Number 22298T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C2-1 Motor Vehicle-Related Commercial District the area shown on Map Number 1-H bounded by:

West Grand Avenue; North Paulina Street; West Ferdinand Street; and a line 96.00 feet west of and parallel to North Paulina Street (common address: 1701 -- 1709 West Grand Avenue).

[O2023-0005676]

HK Banquet LLC (Application Number 22291) -- to classify as a B3-1 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 9-N bounded by:

West Addison Street; a line 157 feet east of and parallel to North New England Avenue; the alley next south of and parallel to West Addison Street; and a line 57 feet east of and parallel to North New England Avenue (common address: 6845 West Addison Street).

[O2023-0005698]

Simon Ramirez (Application Number 22300T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M3-3 Heavy Industry District the area shown on Map Number 5-H bounded by:

a line 26 feet southeast and parallel to North Winchester Avenue; the public alley northeast of and parallel to North Lister Avenue; a line 51 feet southeast of and parallel to North Winchester Avenue; and North Lister Avenue (common address: 2339 North Lister Avenue).

[O2023-0005682]

Benjamin and Elizabeth Salley (Application Number 22295) -- to classify as a an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-I bounded by:

West Evergreen Avenue; a line 206.13 feet east of and parallel to North California Avenue; the alley next south of and parallel to West Evergreen Avenue; and the alley next east of and parallel to North California Avenue (common address: 2739 West Evergreen Avenue)

[O2023-0005673]

Sumo Assets LLC (Application Number 22293) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 16-K bounded by:

West 63rd Street; the alley next east of and parallel to South Knox Avenue; the alley next south of and parallel to West 63rd Street; and a line 25.92 feet east of and parallel to South Knox Avenue (common address: 4619 -- 4623 West 63rd Street).

[O2023-0005665]

Western Front LLC (Application Number 22290) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 11-H bounded by:

a line 234.84 feet south of and parallel to West Wilson Avenue; the alley next east of and parallel to North Western Avenue; a line 284.84 feet south of and parallel to West Wilson Avenue; and North Western Avenue (common address: 4531 North Western Avenue).

[O2023-0005697]

167 Racine LLC (Application Number 22285T1) -- to classify as a DX-5 Downtown Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 1-G bounded by:

a line 175.00 feet north of and parallel to West Randolph Street; the alley next east of and parallel to North Racine Avenue; the alley next north of and parallel to West Randolph Street; and North Racine Avenue (common address: 159 -- 167 North Racine Avenue).

[O2023-0005686]

718 LLC and West Lake Chicago Investors LLC (Application Number 22284) -- to classify as a DX-7 Downtown Mixed-Use District instead of a C1-1 Neighborhood Commercial District and further, to classify as a Business Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

North Carpenter Street; a line approximately 100.60 feet north of and parallel to West Lake Street; a line approximately 100.35 feet east of and parallel to North Carpenter Street; and West Lake Street (common address: 1016 -- 1020 West Lake Street).

[O2023-0005685]

1215 -- 1225 West 18th Street (Chicago) LLC (Application Number 22292T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a C1-2 Neighborhood Commercial District and an RT4 Residential Two-Flat Townhouse and Multi-Unit District the area shown on Map Number 4-G bounded by:

West 18th Street; the alley next east of and parallel to South Allport Street; a line 125.17 feet south of and parallel to West 18th Street; and South Allport Street (common address: 1805 -- 1811 South Allport Street).

[O2023-0005664]

1235 West Grand LLC (Application Number 22294T1) -- to classify as a B3-3 Community Shopping District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

North Ogden Avenue; West Grand Avenue; a line 33.33 feet east of the intersection of North Ogden Avenue and West Grand Avenue, as measured at the south right-of-way line of West Grand Avenue and perpendicular thereto; a line 75 feet south of and parallel to West Grand Avenue; and North Elizabeth Street (common address: 1235 West Grand Avenue).

[O2023-0005672]

1935 Sedgwick LLC (Application Number 22299) -- to classify as a B3-2 Community Shopping District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 5-F bounded by:

a line 106.9 feet south of the intersection of North Lincoln Avenue and North Sedgwick Street, as measured along the east right-of-way line of North Sedgwick Street and perpendicular thereto; a line 114.8 feet southeast of the intersection of North Lincoln Avenue and North Sedgwick Street, as measured along the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto; a line 61.95 feet southwest of and parallel to North Lincoln Avenue; a line 51 feet east of and parallel to North Sedgwick Street; a line 175.47 feet southeast of the intersection of North Sedgwick Street and North Lincoln Avenue, as measured along the westerly right-of-way line of North Lincoln Avenue and perpendicular thereto; the alley next south of the intersection of North Lincoln Avenue and North Sedgwick Street; and North Sedgwick Street running north to the point of beginning (common address: 1935 -- 1943 North Sedgwick Street).

[O2023-0005680]

The 1937 Retail Holdings, Series LLC (Application Number 22297) -- to classify as a C3-5 Commercial, Manufacturing and Employment District instead of a B3-5 Community Shopping District the area shown on Map Number 16-D bounded by:

a line 165.54 feet north of and parallel to East 67th Place; South Stony Island Avenue; East 67th Place; and the alley next west of and parallel to South Stony Island Avenue (common address: 6714 South Stony Island Avenue).

[O2023-0005675]

3021 North Clybourn LLC (Application Number 22289) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 11-H bounded by:

a line 187.86 feet south of and parallel to West Cullom Avenue; the alley next east of and parallel to North Western Avenue; a line 212.86 feet south of and parallel to West Cullom Avenue; and North Western Avenue (common address: 4239 North Western Avenue)

[O2023-0005695]

3527 South Damen LLC (Application Number 22287T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 4-H bounded by:

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

[O2023-0005692]

Referred -- CLAIMS AGAINST CITY OF CHICAGO.

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

Akey, William	[CL2023-0005548]
Borsheim, Wayne T.	[CL2023-0005773]
Cannon, Lyntoye	[CL2023-0005769]
Davis, Kayla	[CL2023-0005777]
Edwards, Maryanna P.	[CL2023-0005770]
Eskilson, Stephen J.	[CL2023-0005771]
Krivosovas, Andriejus	[CL2023-0005775]
Lombardo, Christopher R.	[CL2023-0005563]
Morales Arroyo, Tonatiu	[CL2023-0005768]
Nordby, Erik J.	[CL2023-0005772]
Saavedra, Camilo A.	[CL2023-0005543]
Sierra, Rosa	[CL2023-0005774]
Staten, Victoria A.	[CL2023-0005767]

REPORTS OF COMMITTEES.

COMMITTEE ON FINANCE.

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

[O2023-0005579]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning an amendment for the Imani Village Senior Residences development located at 9621 South Cottage Grove Avenue, located in the 8th Ward, that revises the HUD loan term and interest rate (O2023-0005579), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), 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 ("Property") commonly known as 9633 South Cottage Grove Avenue in Chicago, Illinois, an ordinance (the "Original Ordinance") was adopted by the City Council ("City Council") on November 16, 2022 and published at pages 55857 -- 55940 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "Journal") of such date; and

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

WHEREAS, In order to correct certain omissions and mistakes in Exhibit A to the Original Ordinance, such omissions and mistakes were addressed in a revised Exhibit A to an ordinance (the "1st Amended Ordinance") revising the Original Ordinance which 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 acknowledge certain matters including: (a) updating the common address of the Property to 9621 South Cottage Grove; (b) extending the date for the performance of certain obligations by the Borrower in the Redevelopment Agreement (as defined in the Original Ordinance and updated in the 2nd Amended Ordinance defined

below); (c) making other changes to the financial provisions set forth in the Redevelopment Agreement; and (d) correcting certain omissions and mistakes in the Redevelopment Agreement attached to the Original Ordinance as Exhibit C, a revised Redevelopment Agreement was attached as Exhibit C to an ordinance (the "2nd Amended Ordinance") revising the Original Ordinance which was adopted by the City Council on September 13, 2023; and

WHEREAS, Due to changing market conditions, updated amounts of City assistance to be provided to the Borrower and updated terms for certain additional financing previously set forth in Exhibit A, certain updates and corrections must be made to Exhibit A to the Original Ordinance which was previously revised in the 1st Amended Ordinance, and will be addressed in a revised Exhibit A hereto; now, therefore,

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

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

SECTION 2. Exhibit A to the 1st Amended Ordinance is hereby amended and replaced with Exhibit A attached hereto.

SECTION 3. Except as specifically amended and modified by this ordinance, the Original Ordinance as amended by the 1st Amended Ordinance and the 2nd Amended Ordinance shall remain in full force and effect.

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

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

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

Exhibit "A".

Borrower: Imani Senior Village Phase 1, LLC, an Illinois limited liability company whose manager is Imani Senior Village Phase 1 MM LLC, an Illinois limited liability company, whose managing members are SPM Properties & Development LLC, an Illinois limited liability company and NIA1 LLC, an Illinois limited liability company and others to be hereafter selected as additional members.

Project: Acquisition of land as lessee pursuant to a long-term ground lease and construction of a building to be located at the Property and of approximately 70 independent living dwelling units for low- and moderate-income senior citizens and certain common areas and parking spaces.

Loan:

Source: Multi-Family Program Funds.

Amount: Not to exceed \$4,100,000.

Term: 42 years, or another term acceptable to the Authorized Officer.

Interest: Zero percent (0%) per annum, or another interest rate acceptable to the Authorized Officer.

Security: Non-recourse mortgage on the Property (the "City Mortgage").

Additional Financing:

1. **Amount:** \$4,000,000 (the "Construction and Permanent Senior Loan"), or another amount acceptable to the Authorized Officer.
 - Term:** 42 years, or another term acceptable to the Authorized Officer.
 - Source:** A loan insured by the United States Department of Housing and Urban Development ("HUD"), or another source acceptable to the Authorized Officer.
 - Interest:** Nine percent per annum, or another interest rate acceptable to the Authorized Officer.
 - Security:** Mortgage on the Property senior to the lien of the City Mortgage.
-
2. **Low-Income Housing Tax Credit ("LIHTC"):**

Proceeds: Approximately \$17,500,000, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay the Construction and Permanent Senior Loan.

- Source: To be derived from the syndication of approximately \$1,940,000 LIHTC allocation by the City acting through DOH. The tax credit equity will be bridged by a loan of approximately \$17,500,000 from a source acceptable to the Authorized Officer that will be secured by a mortgage on the Property senior to the lien of the City Mortgage.
3. Tax Increment Financing:
- Amount: Not to exceed \$8,050,757 of TIF proceeds granted to Trinity, or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as capital to the Borrower.
4. Amount: Approximately \$1,000,000.
- Source: State of Illinois Grant, or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as capital to the Borrower.
- Security: Mortgage on the Property junior to the lien of the City Mortgage, or such other security as may be acceptable to the Authorized Officer.
5. Donation Tax Credit ("DTC"):
- Proceeds: Approximately \$685,850 to be derived from the syndication of approximately \$797,500 (based on a land value of \$1,595,000) in DTC allocated by the City.
- Source: Such proceeds to be contributed as capital to the Borrower or loaned to the Borrower by Imani Works, Inc., an Illinois not-for-profit corporation or another source acceptable to the Authorized Officer.
6. ComEd EEP:
- Amount: Approximately \$230,000 from Commonwealth Edison Energy Efficiency Program proceeds granted to Trinity or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as capital to the Borrower.

7. Multi-Year Affordability Through Upfront Investment:

Amount: Approximately \$1,000,000.

Source: Chicago Low Income Housing Trust Fund, or another source acceptable to the Authorized Officer. Such funds to be loaned by Trinity to the Borrower or granted to Trinity and then contributed as capital to the Borrower.

Interest: Zero percent per annum (if applicable), or another rate or rates acceptable to the Authorized Officer.

Security: Mortgage on the Property junior to the lien of the City Mortgage (if applicable), or such other security as may be acceptable to the Authorized Officer.

8. Amount: Approximately \$350,000.

Source: Deferred Developer Fee.

9. Amount: Approximately \$100.

Source: Developer Contribution.

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 Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the execution

of an ownership transfer agreement to East Lake Darul LLC regarding Darul Amaan Senior Apartments located at 4814 -- 4820 North Kedzie Avenue, located in the 33rd Ward (O2023-0005046), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), is a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and, as such, may legislate as to matters which pertain to its local government and affairs; and

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

WHEREAS, The City received certain funds from the United States Department of Housing and Urban Development to make loans and grants to expand the long-term supply of affordable housing through, among other things, acquisition, new construction, reconstruction and moderate and substantial rehabilitation in low- and moderate-income areas; and

WHEREAS, On January 17, 2013, the City Council of the City authorized a transaction generally involving the following elements: (1) a conveyance to Hope for Seniors Foundation, an Illinois not-for-profit corporation (the "Foundation"), of City-owned property generally located at 4814 -- 4820 North Kedzie Avenue in Chicago, Illinois (the "Property"), which generated Illinois Affordable Housing Tax Credits at closing for the Foundation (the "Donation"); (2) a loan to the Foundation in an amount not to exceed \$6,100,000 (the "Loan"), the proceeds of which would concurrently be loaned by the Foundation to Community Housing Partners XIV LP, an Illinois limited partnership (the "Partnership"); and (3) additional financing generated from the syndication of Low-Income Housing Tax Credits allocated by the City to the Partnership (the "Tax Credits"), which resulted in the construction of an approximately 56-unit affordable multi-family residence for seniors on the Property, which Property is now commonly known as "Darul Amaan Senior Apartments" (the "Project"); and

WHEREAS, On or about June 10, 2013 (the "Closing Date"), the City made the Donation and the Loan, and issued the Tax Credits for the Project; and

WHEREAS, The Loan (i) was evidenced by, among other things, (a) that certain Housing Loan Agreement executed by the Foundation and the Partnership as of the Closing Date (the "Loan Agreement"), and (b) two notes, each dated the Closing Date, with one note made by the Partnership in favor of the Foundation and another note made by the Foundation in favor of the City, (the "Notes"); (ii) was secured by, among other things, that certain Senior Mortgage, Security and Financing Statement dated as of the Closing Date and made by the Partnership in favor of the Foundation (the "Mortgage"), which was assigned by the Foundation to the City pursuant to that certain Assignment of Mortgage and Documents dated as of the Closing Date (the "Assignment of Mortgage and Documents"); and (iii) was further supported by two regulatory agreements, each dated as of the Closing Date, and each executed by the City, the Foundation, and the Partnership for the Loan and for the Donation (the "Regulatory Agreements", and together with the Loan Agreement, the Notes, the Mortgage, the Assignment of Mortgage and Documents, and any other documents executed for the benefit of the City in connection with the Project, the "City Loan Documents"); and

WHEREAS, The managing general partner of the Partnership is Chicago Community Development Corporation, an Illinois corporation (the "Original Managing General Partner"); and

WHEREAS, The Original Managing General Partner desires to sell and transfer its rights, duties, obligations, and guaranties under the City Loan Documents to East Lake Darul, LLC, an Illinois limited liability company (the "Replacement Managing General Partner") and seeks the City's consent to undertake such action in accordance with the City Loan Documents (the "Restructuring"); and

WHEREAS, The Department of Housing desires to approve the Restructuring in a manner that (1) will not alter the principal balance of the Loan; (2) will not alter the interest rate on

the principal balance of the Loan; (3) will not extend the maturity date of the Loan; (4) will not alter the senior lien position of the Loan; (5) will not extend the affordability restrictions imposed by the City Loan Documents; (6) will consent to the sale and transfer of the Original Managing General Partner's rights, duties, obligations, and guaranties under the City Loan Documents and the assumption of the same by the Replacement Managing General Partner; and (7) will release the Original Managing General Partner from its rights, duties, obligations and guaranties under the City Loan Documents (collectively, the "Material Terms"); now, therefore,

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

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

SECTION 2. The Restructuring is hereby approved as described above. The Commissioner of Housing (the "Commissioner") or a designee of the Commissioner (each, an "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Restructuring. Each Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with any future restructuring of the Loan that does not substantially modify the Material Terms.

SECTION 3. Notwithstanding anything to the contrary contained in the Municipal Code of Chicago (the "Municipal Code") or any other ordinance or mayoral executive order, no parties other than (a) the owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Owner"); (b) any legal entities which are direct or indirect owners in excess of 7.5 percent of the Owner and which changed in connection with the Restructuring; and (c) any legal entities that constitute direct or indirect controlling parties of the Owner (as determined by the Corporation Counsel) and which changed in connection with the Restructuring, shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

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

SECTION 5. This ordinance shall take effect upon its passage and approval.

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

[O2023-0005047]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the issuance of financial assistance to Austin United Alliance LP for the Austin United Alliance-Residential project located at 5206 -- 5224 West Chicago Avenue, located in the 37th Ward (O2023-0005047), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

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

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

WHEREAS, Pursuant to an ordinance adopted on October 27, 2021, and published at pages 40213 -- 40503 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, the City Council of the City (the "City Council") authorized the issuance of general obligation bonds in one or more series, in an aggregate principal amount not to exceed \$660,000,000 for the Chicago Recovery Plan ("CRP") to finance the costs of the Recovery Purposes (as defined therein); and

WHEREAS, Pursuant to an ordinance (the "Original Ordinance") adopted by the City Council on September 21, 2022, and published at pages 51732 -- 51800 of the *Journal*, DOH was authorized to make a loan to Austin United Alliance, LP, an Illinois limited partnership (the "Borrower"), of which Austin United Alliance GP, LLC, an Illinois limited liability company, is the general partner, in an amount not to exceed \$14,450,000, to be funded from Multi-Family Program Funds and/or CRP proceeds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 27, 2007 and published at pages 8741 -- 8849 of the *Journal* of such date, a certain redevelopment plan and project (the "Plan") for the Austin Commercial redevelopment project area (the "Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 27, 2007 and published at pages 8850 -- 8862 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 27, 2007 and published at pages 8863 -- 8874 of the *Journal* of such date, (the "TIF Ordinance"), tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

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

WHEREAS, The City is the owner of that certain real property located in the Area, commonly known as 5206 West Chicago Avenue, Chicago, Illinois (Permanent Index Number 16-04-331-037-0000) (the "Disposition Parcel"); and

WHEREAS, Pursuant to the Original Ordinance, the City was authorized to sell the Disposition Parcel, which has an appraised fair market value of \$28,000, for \$1, to the Borrower or an affiliated entity approved by the Authorized Officer (as defined below) to redevelop the Disposition Parcel into a facility with approximately 78 rental units, all in accordance with the Plan (as further defined on Exhibit A, the "Project"); and

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

WHEREAS, By Resolution Number 20-CDC-09, adopted by the Community Development Commission ("CDC") on August 11, 2020, the CDC authorized the advertisement and issuance of a Request for Proposals ("RFP") for the redevelopment of properties located at 5200 through 5224 West Chicago Avenue for the development of a mixed-use project; and

WHEREAS, The advertisement appeared in the August 26 and September 12, 2020 issues of the *Chicago Sun-Times*; and

WHEREAS, Pursuant to the Selection Process provisions of the RFP, the Department of Planning and Development ("DPD") determined that the proposal of the Borrower and its affiliates best satisfies the goals and objectives of the RFP and the Plan; and

WHEREAS, Pursuant to the Original Ordinance, the City was authorized to enter into a redevelopment agreement with the Borrower and Heartland Housing, Inc., an Illinois not-for-profit corporation ("Heartland"), for the Borrower and Heartland to undertake the Project to be financed in part by a portion of Incremental Taxes, if any, deposited in the TIF Fund pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, By Resolution Number 22-CDC-20 adopted on June 14, 2022 ("CDC Resolution"), the CDC has recommended that the City sell the Disposition Parcel to the Borrower, that the Borrower be designated as the developer for the Project (as defined in such resolution), and that the City, through DPD, be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with Borrower for the Project; and

WHEREAS, Subsequent to the passage of the Original Ordinance, Heartland has become unable to participate in the Project, and the Project costs have increased, necessitating an amendment to the Original Ordinance to increase the authorized amount of the City's loan to the Borrower, and authorize a replacement developer party to the redevelopment agreement; now, therefore,

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

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

SECTION 2. Sections 2 through 12 and Exhibits A and B of the Original Ordinance are hereby amended in their entirety to read as follows:

"Section 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of DOH (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of a loan (the "Loan") to Borrower in an amount not to exceed \$14,450,000, to be funded from Multi-Family Program Funds and/or CRP proceeds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Loan which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Loan to the Borrower.

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

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

Section 5. The Commissioner of DPD or a designee of the Commissioner of DPD are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Borrower, Oak Park Regional Housing Center, an Illinois not-for-profit corporation ("OPRHC") and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

Section 6. The City Council hereby finds that the City is authorized to pay \$12,900,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account") to the Borrower to finance a portion of the eligible costs included within the Project. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 6.

Section 7. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Chief Financial Officer (or his or her designee) of the City is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

Section 8. The Mayor, the Chief Financial Officer, the City Comptroller, the City Clerk and the other officers of the City are authorized to execute and deliver on behalf of the City such other documents, agreements and certificates and to do such other things consistent with the terms of this ordinance as such officers and employees shall deem necessary or appropriate in order to effectuate the intent and purposes of this ordinance.

Section 9. The sale of the Disposition Parcel to the Borrower in the amount of \$1 is hereby approved. This approval is expressly conditioned upon the City entering into the Redevelopment Agreement with the Borrower and OPRHC.

Section 10. The Mayor or a proxy of the Mayor is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the Disposition Parcel to the Borrower, or to a land trust of which the Borrower is the sole beneficiary, or to an entity of which the Borrower is the sole owner and the controlling party, subject to those covenants, conditions and restrictions set forth in this ordinance.

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

Section 12. This ordinance shall be effective as of the date of its passage and approval."

Amended Exhibits "A" and "B" referred to in Section 2 of this ordinance read as follows:

Exhibit "A".
(To Ordinance)

Borrower: Austin United Alliance, LP, an Illinois limited partnership ("Borrower").

Project: Construction of a mixed-income residence located at 5206 -- 5224 West Chicago Avenue. The residential project will be a 6-story, 78-unit, new construction, mixed-income apartment building to be built alongside the existing bank (Phase II of the Austin INVEST South/West project).

Loan: Source: Multi-Family Program Funds and/or CRP proceeds.

 Amount: Not to exceed \$14,450,000.

 Term: Not to exceed 40 years or such other lesser term that is acceptable to the Authorized Officer.

 Interest: Zero percent per annum, or such other rate (not to exceed 15 percent per annum) that is acceptable to the Authorized Officer.

 Security: Non-recourse loan; second mortgage on the Property.

Financing:

1. Senior Loan:

 Amount: Not to exceed \$3,100,000, or such other amount acceptable to the Authorized Officer.

 Term: Not to exceed 15 years plus construction term or such other term that is acceptable to the Authorized Officer.

 Source: CPC Mortgage Company or another entity acceptable to the Authorized Officer.

 Interest: 6.55 percent per annum or such other rate that is acceptable to the Authorized Officer.

 Security: First mortgage on the Property following conversion of bridge loan facility, and/or other security acceptable to the Authorized Officer.

2. Bridge Loan:

 Amount: Not to exceed \$23,025,000, or such other amount acceptable to the Authorized Officer.

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

Source: JPMorgan Chase Bank or another entity acceptable to the Authorized Officer.

Interest: Not to exceed one month term SOFR plus 225 basis points or such other rate that is acceptable to the Authorized Officer.

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

3. Low-Income Housing Tax Credits ("LIHTC"):

Proceeds: Approximately \$20,719,934 or such other amount acceptable to the Authorized Officer.

Source: To be derived from the syndication of \$2,300,000 (annually) LIHTC allocation by the City.

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

Proceeds: Up to \$12,900,000 or such other amount acceptable to the Authorized Officer.

Source: Incremental Taxes from Austin Commercial TIF Area.

5. Energy Grant:

Amount: Approximately \$324,680 or such other amount acceptable to the Authorized Officer.

Source: ComEd grant, or another source acceptable to the Authorized Officer.

6. GP Equity:

Amount: \$100.

Exhibit "B".
(To Ordinance)

Austin United Alliance Development Company, LLC Redevelopment Agreement.

This Austin United Alliance Development Company, LLC Redevelopment Agreement (this "Agreement") is made as of this ____ day of _____, _____, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Austin United Alliance, LP, an Illinois limited partnership (the "Borrower"), and Oak Park Regional Housing Center, an Illinois not-for-profit corporation ("OPRHC" and collectively with the Borrower, the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances: (1) on September 27, 2007, "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Austin Commercial TIF Redevelopment Project Area" (as amended by an ordinance adopted by City Council on April 9, 2008, the "Plan Adoption Ordinance"); (2) on September 27, 2007, "An Ordinance of the City of Chicago, Illinois Designating the Austin Commercial TIF Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; (3) on September 27, 2007, "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Austin Commercial TIF Redevelopment Project Area" (the "TIF Adoption Ordinance"); (4) on April 9, 2008, "An Ordinance of the City of Chicago, Illinois Amending the Austin Commercial TIF Redevelopment Plan and Project" (the "1st Plan Amendment") (items (1)-(4) 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: Borrower intends to purchase from third parties (the "Acquisition") certain property located within the Redevelopment Area at 5206 and 5220-24 West Chicago Avenue, Chicago, Illinois 60651 and legally described on Exhibit B hereto (the "Third Party Property"), and that certain real property commonly known as 5206 West Chicago Avenue, Chicago, Illinois (Permanent Index No. 16-04-331-037-0000) which is also located within the Redevelopment Area but is owned by the City (the "Disposition Parcel"; the Disposition Parcel, together with the Third Party Parcel, the "Property"). The City has agreed to sell to Developer the Disposition Parcel, which has an appraised fair market value of \$28,000, for \$1, and within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete construction of a 6-story, 78-unit, mixed income apartment building (the "Facility") thereon. The Facility shall include 41 one-bedroom, 32 two-bedroom and 5 three-bedroom apartments. Fifty of the units in the Facility will be affordable for Low Income Families. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the Austin Commercial Tax Increment Financing Redevelopment Plan and Project (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 8850-8862 of the Journal of Proceedings of the City Council, as amended by the 1st Plan Amendment.

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

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

SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents	List of Exhibits
1. Recitals, Headings and Exhibits	A *Redevelopment Area
2. Definitions	B *Property
3. The Project	C *TIF-Funded Improvements
4. Financing	D [intentionally omitted]
5. Conditions Precedent	E Construction Contract
6. Agreements with Contractors	F Escrow Agreement
7. Completion of Construction or Rehabilitation	G *Permitted Liens
8. Covenants/Representations/Warranties of Developer	H-1 *Project Budget
9. Covenants/Representations/Warranties of the City	H-2 *M BE/WBE Budget
10. Developer's Employment Obligations	I Approved Prior Expenditures
11. Environmental Matters	J Opinion of Developer's Counsel
12. Insurance	K *Preliminary TIF Projection – Real Estate Taxes
13. Indemnification	L Form of Payment Bond
14. Maintaining Records/Right to Inspect	
15. Defaults and Remedies	
16. Mortgaging of the Project	
17. Notice	
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 this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement,

the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with the Jobs Covenant (Section 8.06); (3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) compliance with all other executory provisions of this Agreement.

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

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

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

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

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

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

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

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

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

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

"Component Completion Certificate" shall mean the certificate of completion that the City may issue with respect to either phase of the Project pursuant to Section 7.01 hereof.

"Consultant's Report" shall have the meaning set forth in Section 8.27(a) hereof.

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

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

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

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

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

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

"EGC Certification" shall mean a basic Certification of the Project under the Enterprise Green Communities Program.

"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.

"Environmental Performance Deposit" means a dollar amount equal to \$426,000 which has been deposited by the Developer into a third-party escrow ("Environmental Escrow"), as security for the performance of the Developer's obligations under Section 11 of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"RAP Approval Letter" shall mean written approval from the IEPA of a Remedial Action Plan ("RAP"). The Parties agree that a single RAP Approval Letter may cover more than one Development Parcel or portions thereof.

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

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

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

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

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

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

"Investor" shall mean Cinnaire Assignment Company, LLC, its successors and/or assigns, which holds a 99.99% membership interest in the Developer, as may be assigned pursuant to Section 15.01 hereof.

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

"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.

"Permanent Lender" shall mean CPC Mortgage Company LLC, a New York limited liability company, Freddie Mac, and their successors and assigns.

"Permanent Loan" shall mean the approximately \$3,100,000 permanent loan from Permanent Lender to Austin United Alliance, LP.

"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.

"Senior Construction Lender" shall mean JPMorgan Chase Bank, N.A., a national banking association.

"Senior Construction Loan" shall mean the approximately \$23,025,000 construction loan from Senior Construction Lender to Austin United Alliance, LP.

"Senior Lender" shall mean (i) during the construction phase, Senior Construction Lender and (ii) during the permanent phase, Permanent Lender.

"Senior Loan" shall mean (i) during the construction phase, the Senior Construction Loan and (ii) during the permanent phase, the Permanent Loan.

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

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

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"TACO" shall mean the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742 et seq.

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

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

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

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

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

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

"Title Company" shall mean Greater Illinois Title Company.

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

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.16 hereof: (i) commence construction no later than April 1, 2023; and (ii) complete construction and conduct business operations therein no later than December 1, 2025.

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than Fifty-One Million Six Hundred Nine Thousand Eight Hundred Twenty-Eight Dollars (\$51,609,828). Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) regardless of scope must be submitted to DOH with each applicable draw request.

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

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

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

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder.

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

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

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$51,609,828 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>)	\$20,719,934
Permanent Loan	\$ 3,100,000
City of Chicago Loan	\$14,450,000
Estimated City Funds (subject to <u>Section 4.03</u>)	\$12,900,000
Loan of ComEd Energy Grant	\$ 324,680
CPC Good Faith Deposit	\$ 92,560
Deferred Developer Fee	\$ 22,554
General Partner Equity	\$ 100
ESTIMATED TOTAL	\$51,609,828

* Does not include the Senior Construction Loan

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

4.03 City Funds.

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

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide up to \$12,900,000 in City funds from Incremental Taxes (the "City Funds") to pay directly, or reimburse Developer for, the costs of the TIF-Funded Improvements, provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Twelve Million Nine Hundred Thousand Dollars (\$12,900,000) or twenty-five percent (25%) of the actual total Project costs, and provided further, that the \$12,900,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately. City acknowledges that City Funds may be used by Developer to make a loan to Borrower to pay or reimburse Borrower or Borrower's construction lender for the costs of TIF-Funded Improvements.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds as follows: (i) \$4,299,570 upon the completion of 33.33% of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget) as evidenced by an Architect's Certificate; (ii) \$4,299,570 upon completion of 66.66% of the construction of the Project (based on the amount of expenditures incurred in relation to the Project Budget) as evidenced by an Architect's Certificate; (iii) \$4,300,860 upon the issuance by DPD of the Certificate. The City hereby represents to the Developer that except for the Prior TIF Obligations the City has not made and will not make a pledge of Incremental Taxes to any entity, party or person that is senior or superior to the pledge of Incremental Taxes to Developer hereunder.

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

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

be reimbursed to Developer, but shall reduce the amount of Equity and/or Lender Financing required to be contributed by Developer pursuant to Section 4.01 hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.14 Corporate Documents; Economic Disclosure Statement. The Developer has provided a copy of its certificate of organization containing the original certification of the Secretary of State of Illinois; the Developer's certificate of existence from the Secretary of State of Illinois; a certified copy of the Developer's operating agreement; an incumbency certificate for the Developer; certificate of good standing from the Secretary of State; copies of articles of incorporation containing the original certification of the Secretary of State. The Developer have provided to the City an Economic Disclosure Statement, in the City's then current form, dated as of the Closing Date.

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

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

SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Intentionally Omitted.

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

thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

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

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

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

SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

(b) Developer acknowledges and understands that the City will not issue a Certificate until (i) the City's Monitoring and Compliance unit has determined in writing that Developer is in complete compliance with all City requirements (M/WBE, City residency and prevailing wage) as required in this Agreement; (ii) the Project, including all 78 residential units, the parking spaces and all related improvements except for any punch list items, has been completed; (iii) the City has received evidence that Developer has complied with the environmental requirement of Section 11; (iv) the Facility is open for operation and in the process of being marketed for lease to tenants; and (v) Developer Parties have received a Certificate of Occupancy from the City or other evidence reasonably acceptable to DPD that the Developer Parties have complied with building permit requirements.

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

Those covenants specifically described at Sections 8.02, 8.06, 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

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

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

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

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

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

(a) Borrower is an Illinois limited partnership duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required; and OPRHC is an Illinois not-for-profit corporation 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 each party comprising Developer of this Agreement has been duly authorized by all necessary corporate or partnership action, as applicable, and does not and will not violate its respective organizational documents as amended and supplemented, or any applicable provision of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which any such party is now a party or by which any such party is now or may become bound;

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

(e) Each of Borrower and OPRHC 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 Borrower or OPRHC which would impair either of their ability to perform under this Agreement;

(g) Each of Borrower and OPRHC 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 Borrower nor OPRHC 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 either such party is a party or by which either such party 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 Borrower and OPRHC, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Borrower or OPRHC since the date of such parties' most recent Financial Statements;

(j) prior to the issuance of a Certificate, Borrower shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2)

sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Borrower'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 Borrower's financial condition;

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

(l) No party comprising Developer has made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or 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) Intentionally omitted.;

(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 to Senior Construction Lender, or in accordance with the terms of Section 18.14 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

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

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

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

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

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

8.06 Job Creation and Retention; Covenant to Remain in the City. Developer shall aspire to retain not less than three full-time equivalent, permanent jobs at the Project following issuance

of the Certificate. Developer hereby covenants and agrees to maintain its operations within the City of Chicago at the Property through the Term of the Agreement.

8.07 Employment Opportunity; Progress Reports. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof. Developer shall deliver to the City written progress reports detailing compliance with the requirements of Sections 8.09, 10.02 and 10.03 of this Agreement. Such reports shall be delivered to the City when the Project is 33%, 66%, and 100% completed (based on the amount of expenditures incurred in relation to the Project Budget). If any such reports indicate a shortfall in compliance, Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which Developer shall correct any shortfall.

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

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

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

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

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

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

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

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

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

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

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

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

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

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

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

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

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

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

(c) Real Estate Taxes.

(i) Acknowledgment of Real Estate Taxes. Developer agrees that (A) for the purpose of this Agreement, the total projected minimum assessed value of the Property ("Minimum Assessed Value") is shown on Exhibit K attached hereto and incorporated herein by reference for the years noted on Exhibit K; (B) Exhibit K sets forth the specific improvements which will generate the fair market values, assessments, equalized assessed values and taxes shown thereon; and (C) the real estate taxes anticipated to be generated and derived from the respective portions of the Property and the Project for the years shown are fairly and accurately indicated in Exhibit K.

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

(iii) No Reduction in Real Estate Taxes. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer shall, during the Term of this Agreement, directly or indirectly, initiate, seek or apply for proceedings in order to lower the assessed value of all or any portion of the Property or the Project below the amount of the Minimum Assessed Value as shown in Exhibit K for the applicable year, provided, however, that application to the Affordable Housing Special Assessment Program (35 ILCS 200/15-178) shall not be prohibited hereby.

(iv) No Objections. Neither Developer nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to Developer, shall object to or in any

way seek to interfere with, on procedural or any other grounds, the filing of any Underassessment Complaint or subsequent proceedings related thereto with the Cook County Assessor or with the Cook County Board of Appeals, by either the City or any taxpayer. The term "Underassessment Complaint" as used in this Agreement shall mean any complaint seeking to increase the assessed value of the Property up to (but not above) the Minimum Assessed Value as shown in Exhibit K.

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

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

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

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

8.23. FOIA and Local Records Act Compliance.

(a) FOIA. The Developer acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If the Developer

receives a request from the City to produce records within the scope of FOIA, then the Developer covenants to comply with such request within 48 hours of the date of such request. Failure by the Developer to timely comply with such request shall be an Event of Default.

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

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

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

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

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

(c) Sixty of the units in the Facility have monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 8.24, 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.

8.26 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color,

sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

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

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

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

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

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

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

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

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

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

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

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

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

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

When work at the Project is completed, in the event that the City has determined that Developer has failed to ensure the fulfillment of the requirement of this Section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents

were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Developer, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to Developer pursuant to Section 2-92-250 of the Municipal Code may be withheld by the City pending the Chief Procurement Officer's determination as to whether Developer must surrender damages as provided in this paragraph.

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

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

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

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code, Developer's MBE/WBE commitment may be achieved in part by Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one

or more MBEs or WBEs, or by the purchase of materials or services used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to Developer's MBE/WBE commitment as described in this Section 10.03. In accordance with Section 2-92-730, Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

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

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

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

Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to Developer to halt the Project, (2) withhold any further payment of any City Funds to Developer or the General Contractor, or (3) seek any other remedies against Developer available at law or in equity.

SECTION 11. ENVIRONMENTAL MATTERS

11.01. Environmental Due Diligence.

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

(b) The Phase I ESAs, dated January 31, 2022 and February 1, 2022, identified Recognized Environmental Conditions ("RECs") and the Developer performed a Limited Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs

(c) The Limited Phase II ESA, dated April 5, 2022, identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer must enroll the Property (or any portion thereof) in the IEPA SRP.

(d) In accordance with the National Environmental Policy Act of 1969 (NEPA) and the U.S. Department of Housing and Urban Development's (HUD's) "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," as set forth in 24 CFR Part 58, AIS completed an Environmental Assessment (EA) for the Property on April 27, 2022. The EA clearance is conditional on the following:

1. The Developer must enroll the project site in the Illinois Environmental Protection Agency (IEPA) Site Remediation Program (SRP) and obtain a Comprehensive Residential No Further Remediation (NFR) letter. A copy of the Comprehensive Residential NFR letter must be provided to AIS.
2. Subsequent plans and specifications for the adjacent Laramie State Bank building must be submitted to the Illinois State Historic Preservation Office (SHPO) for further review and comment as they are developed to ensure that the proposed project continues to meet the Secretary of the Interior's Standards for Rehabilitation.
3. The Developer must provide a Hazardous Building Materials Survey for the two existing buildings at 5200 and 5220-24W. Chicago Ave. Prior to construction/rehabilitation activities, the Developer must abate asbestos-containing material, lead-based paint, and any other hazardous building materials identified in accordance with all applicable federal, state, and local laws and regulations.

(e) The Developer performed Hazardous Building Materials Surveys for the two existing buildings at 5200 and 5220-24 W. Chicago Ave. on May 24, 2022 and identified Asbestos Containing Materials (ACM) and Lead-Based Paint (LBP).

(f) The Developer completed a Comprehensive Site Investigation Report/Remediation Objectives Report/Remedial Action Plan ("CSIR/ROR/RAP") in July 2022 and has enrolled the Property in the IEPA SRP effective July 27, 2022. Pursuant to IEPA review, additional Phase II ESA sampling may be required for the Property. 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. The Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a RAP Approval Letter for the Property.

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

11.02. Environmental Escrow. At the Closing, the Developer shall deposit the Environmental Performance Deposit into the Environmental Escrow as security for the performance of the Developer's remediation obligations under this Agreement.

11.03. Environmental Remediation.

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

Letter for the Property, which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property. The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

(b) The City will direct the Environmental Escrow agent to release funds from the Environmental Escrow to Developer as follows: (i) \$298,200 after Developer's completion of soil removal for foundation work/slab on grade; (ii) \$42,600 after Developer's submission of the RACR to the IEPA; (iii) \$42,600 after Developer's receipt of the Final Comprehensive Residential NFR Letter; and (iv) \$42,600 after the Developer records the Final Comprehensive Residential NFR Letter with the Office of the Recorder of Deeds for Cook County, Illinois.

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

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

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

11.06. Release Runs with the Property. The covenant of release in Section 11.05 above shall run with the Property and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer and any of the Developer Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 11.05 contains a full, complete and final release of all such claims.

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

SECTION 11A. SALE AND PURCHASE OF PROPERTY

11A Conveyance of the Property. The following provisions shall govern the City's conveyance of the Disposition Parcel to Developer:

(a) Purchase Price. The City hereby agrees to sell, and Borrower hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Disposition Parcel, for a bargain sale price of One Dollar (\$1.00) (the "Purchase Price"), which is to be paid to the City on or before the Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. Borrower 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 Disposition Parcel is approximately \$28,000 based on an appraisal, and (ii) the City has only agreed to sell the Disposition Parcel to Borrower for the Purchase Price because the Developer has agreed to execute this Agreement and comply with its terms and conditions.

(b) Form of Deed. The City shall convey the Disposition Parcel to Borrower by quitclaim deed (the "Disposition Parcel Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the standard exceptions in an ALTA title insurance policy; all general real estate taxes and any special assessments or other taxes; all easements, encroachments, covenants and restrictions of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Developer, its Affiliates and their agents.

(c) Covenants Running with the Land. The conveyance of the Disposition Parcel from the City to Borrower shall be subject to the following covenants, which shall run with the land and

be binding on Borrower and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City:

- (i) The Developer shall use the Disposition Parcel in compliance with the Redevelopment Plan.
- (ii) The Developer shall obtain planned development approval for any development on the Disposition Parcel.
- (iii) Borrower shall not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (A) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Disposition Parcel or any interest therein (provided that no consent shall be required for a foreclosure or deed in lieu of foreclosure by the Senior Lender, or the subsequent sale of the property by Senior Lender); or (B) directly or indirectly assign its right under the fully-executed Redevelopment Agreement to acquire the Disposition Parcel from the City (the "Disposition Parcel Purchase Right"). The Developer acknowledges and agrees that DPD may withhold its consent under (A) or (B) above if, among other reasons, the sale or transfer price is less than fair market value.
- (iv) The Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction, other than Lender Financing and any mortgage lien securing any Lender Financing, which would create an encumbrance or lien on the Disposition Parcel except as otherwise permitted herein.
- (v) The Developer shall obtain a Final Comprehensive Residential No Further Remediation Letter from the Illinois Environmental Protection Agency approving the use of the Disposition Parcel or any applicable portion thereof for the Project ("Final NFR Letter") and comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter.
- (vi) The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Disposition Parcel or the Project or any part thereof.

(d) Title and Survey. The Developer shall, no later than thirty (30) days prior to the Closing Date obtain at its expense and deliver to the City a Survey of the Disposition Parcel and a commitment for an owner's policy of title insurance in the name of the Borrower 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, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Disposition Parcel or liens for such unpaid Disposition Parcel taxes, the City shall,

as applicable, request that the County void the unpaid taxes as provided in Section 21-100 of the Disposition Parcel 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 Disposition Parcel remains subject to any tax liens, or if the Disposition Parcel is encumbered with any other exceptions that would adversely affect the use and insurability of the Disposition Parcel for the development of the Project, Borrower 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 11A, 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 Disposition Parcel. If Borrower elects not to terminate its Disposition Parcel Purchase Right pursuant to this Section 11A(d), Borrower agrees to accept title subject to all exceptions.

(e) Closing. The conveyance of the Disposition Parcel shall take place on the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless the Developer has satisfied all conditions precedent set forth in this Section 11A, unless DPD, in its sole discretion, waives such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Disposition Parcel Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking. The Developer shall pay to record the Disposition Parcel Deed and any other documents incident to the conveyance of the Disposition Parcel to the Developer.

(f) "AS IS" SALE. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE DISPOSITION PARCEL OR THE SUITABILITY OF THE DISPOSITION PARCEL FOR ANY PURPOSE WHATSOEVER. BORROWER ACKNOWLEDGES THAT IT HAS HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE DISPOSITION PARCEL AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE DISPOSITION PARCEL. BORROWER AGREES TO ACCEPT THE DISPOSITION PARCEL IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THE CITY HAS NOT MADE AND DOES NOT MAKE ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, OR GIVE ANY INDEMNIFICATION OF ANY KIND TO BORROWER, WITH RESPECT TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE VALUE OF THE DISPOSITION PARCEL, ITS COMPLIANCE WITH ANY STATUTE, ORDINANCE OR REGULATION, OR ITS HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. BORROWER 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. BORROWER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION

AS IS NECESSARY TO PUT THE DISPOSITION PARCEL IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

SECTION 12. INSURANCE

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

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

(vii) Valuable Papers

When any plans, designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to

insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

(viii) Contractors Pollution Liability

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

(c) Post Construction:

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

(d) Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

(h) the occurrence of an event of default under the Lender Financing, which default is not cured within any applicable cure period; and with respect to which the applicable lender delivers written notice of its intent to foreclose its mortgage, unless such lender gives written notice to the City that such lender (or its successors, assigns or designees) shall, upon taking possession of the Property, accept the obligations and liabilities of "Developer" under this Agreement as set forth in Section 16 below;

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

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against Developer or any natural person who owns a material interest in Developer, which is not

dismissed within thirty (30) days, or the indictment of Developer or any natural person who owns a material interest in Developer, for any crime (other than a misdemeanor);

(k) prior to the issuance of the Certificate, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City, except that the City hereby preapproves the transfer and assignment by Cinnaire Assignment Company LLC of its 99.99% investor membership interest in the Developer to Cinnaire Fund for Housing Limited Partnership 39, a Delaware limited partnership, and Cinnaire Fund for Housing Limited Partnership 40, a Delaware limited partnership, which may be admitted to the Developer as its investor members upon submission of the requisite EDSs; or

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

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

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project subordinate to Senior Lender's mortgage lien 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 because of failure to comply with Section 8.22, Sustainable Development, the City's remedy shall be the right to seek reimbursement of \$250,000 in City Funds from Developer. Notwithstanding the foregoing, if the City Funds paid upon Certificate issuance were reduced by \$250,000 due to anticipated failure to achieve EGC Certification as described in Section 4.03(b), then the City shall not have the right to seek reimbursement of an additional \$250,000.

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. The City agrees that the Investor shall have the right, but not the obligation, to cure any default hereunder and City agrees to accept or reject such cure as if tendered by the Developer.

15.04 Right to Cure by Lenders and Investor. In the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement and all related agreements or the cancellation, suspension, reimbursement or reduction of City Funds disbursed hereunder, any Lender providing Lender Financing or the Investor shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(i) if the Event of Default is a monetary default, Lender or Investor may cure it within 30 days after the later of: (a) the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; or (b) receipt by the Lender or the Investor, as applicable, of such notice from the City; and

(ii) if the Event of Default is of a non-monetary nature, Lender or Investor shall have the right to cure it within 30 days after the later of: (a) the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; or (b) receipt of such notice from the City; provided, however, that if such non-monetary default is not capable of being cured by the Lenders or the Investor within such 30-day period, such period shall be extended for such period of time as may be necessary, in the City's sole discretion, to cure such default, provided that the party seeking such cure has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession.

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

(a) In the event that a mortgagee or any other party shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under a New Mortgage (other than a Permitted Mortgage), whether by foreclosure or deed in lieu of foreclosure,

and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, the City may, but shall not be obligated to, attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement and, unless so recognized by the City as the successor in interest, such party shall be entitled to no rights or benefits under this Agreement, but such party shall be bound by those provisions of this Agreement that are covenants expressly running with the land.

(b) In the event that any mortgagee shall succeed to Developer's interest in the Property or any portion thereof pursuant to the exercise of remedies under an Existing Mortgage or a Permitted Mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts an assignment of Developer's interest hereunder in accordance with Section 18.14 hereof, the City hereby agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of "Developer"; provided, however, that, notwithstanding any other provision of this Agreement to the contrary, it is understood and agreed that if such party accepts an assignment of Developer's interest under this Agreement, such party has no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party succeeded to the interest of Developer under this Agreement, in which case Developer shall be solely responsible. However, if such mortgagee under a Permitted Mortgage or an Existing Mortgage does not expressly accept an assignment of Developer's interest hereunder, such party shall be entitled to no rights and benefits under this Agreement, and such party shall be bound only by those provisions of this Agreement, if any, which are covenants expressly running with the land; provided, however, that, such party shall have no liability under this Agreement for any Event of Default of Developer which accrued prior to the time such party acquired the Property by foreclosure or deed in lieu of foreclosure, in which case Developer shall be solely responsible.

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

SECTION 17. NOTICE

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

If to the City: City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner	If to Developer: Austin United Alliance Development Company, LLC c/o Oak Park Regional Housing Center 1041 South Blvd Oak Park, IL 60302 Attn: Athena Williams
With Copies To:	With Copies To:

<p>City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division</p>	<p>Applegate & Thorne-Thomsen 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 Attention: Greg C. Whitehead</p> <p>And</p> <p>Jeff Leslie Edwin F. Mandel Legal Aid Clinic 6020 S. University Ave Chicago IL 60637</p> <p>And to the Investor:</p> <p>Cinnaire Assignment Company LLC c/o Property Stabilization, Inc. 1118 South Washington Lansing, MI 48910 Attention: Brett S. Oumedian</p> <p>and to:</p> <p>Kutak Rock LLP 1650 Farnam Street Omaha, NE 68102 Attention: Asher R. Ball, Esq.</p>
	<p>and:</p> <p>JPMorgan Chase Bank, N.A. Community Development Real Estate Group Chase Tower/Mail Code IL 1-0953 10 S. Dearborn Chicago, IL 60603 Attn: John D. Bernhard</p> <p>and:</p> <p>Kutak Rock LLP 8601 N. Scottsdale Road, Suite 300 Scottsdale, Arizona 85253 Attn: Heather K. Aeschleman</p>

Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following

deposit with the overnight courier and any notices, demands or requests sent pursuant to subsection (d) shall be deemed received two (2) business days following deposit in the mail.

SECTION 18. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

18.14 Assignment. Except as permitted in Section 15.01(k), 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 of this Agreement from the Developer to the Senior Construction Lender in connection with the Senior Construction Loan. 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 8.24 Affordable Housing Covenant 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 agree to submit to the jurisdiction of the courts of Cook County, the State of Illinois and the United States District Court for the Northern District of Illinois.

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

18.20 Business Relationships. Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a business relationship that creates a "Financial Interest" (as defined in Section 2-156-010 of the Municipal Code)(a "Financial Interest"), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a business

relationship that creates a Financial Interest, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship that creates a Financial Interest, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

AUSTIN UNITED ALLIANCE, LP, an Illinois limited partnership

By: Austin United Alliance GP, LLC, an Illinois limited liability company, its General Partner

By: Austin United Alliance Development Company, LLC, an Illinois limited liability company, its Sole Member and Manager

By: PHP GP Holding, LLC, an Ohio limited liability company, Its Member and Manager

By: _____
Name:
Title:

By: Oak Park Regional Housing Center, an Illinois not for profit corporation, Its Member

By: _____
Name: Athena Williams
Title: Executive Director and Authorized Signatory

OAK PARK REGIONAL HOUSING CENTER

By: _____
Athena Williams, Executive Director and Authorized Signatory

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

By: _____

STATE OF ILLINOIS)

) SS

COUNTY OF COOK)

I, the undersigned notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Athena Williams, personally known to me to be the Executive Director and Authorized Signatory of Oak Park Regional Housing Center, an Illinois not-for-profit ("OPRHC"), 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 OPRHC, as his/her free and voluntary act and as the free and voluntary act of OPRHC, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ____ day of _____, 20__.

Notary Public

My Commission Expires _____

(SEAL)

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Athena Williams, personally known to me to be the Executive Director and Authorized Signatory of Oak Park Regional Housing Center, an Illinois not for profit corporation (the "Corporation"), a member of Austin United Alliance Development Company, LLC, an Illinois limited liability company ("Development"), sole member of Austin United Alliance GP. LLC, an Illinois limited liability company (the "General Partner"), which is the general partner of Austin United Alliance, LP, an Illinois limited partnership (the "Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, she signed and delivered the said instrument, pursuant to authority duly granted as the free and voluntary act of such person, and as the free and voluntary act and deed of the Corporation, Development, General Partner and Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 20__.

(SEAL)

Notary Public

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 _____ of PHP GP Holding LLC, an Illinois limited liability company (the "PHP GP"), a member and manager of Austin United Alliance Development Company, LLC, an Illinois limited liability company ("Development"), sole member of Austin United Alliance GP, LLC, an Illinois limited liability company (the "General Partner"), which is the general partner of Austin United Alliance, LP, an Illinois limited partnership (the "Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such officer, s/he signed and delivered the said instrument, pursuant to authority duly granted as the free and voluntary act of such person, and as the free and voluntary act and deed of PHP GP, Development, General Partner and Partnership, for the uses and purposes therein set forth.

Given under my hand and official seal this ____ day of _____, 20__.

(SEAL)

Notary Public

STATE OF ILLINOIS)

) ss

COUNTY OF COOK)

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

GIVEN under my hand and official seal this ____th day of _____, 20__.

Notary Public

My Commission Expires _____

[(Sub)Exhibits "A", "D", "E", "F", "I", "J", "K" and "L" referred to in this Austin United Alliance Development Company, LLC Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits "B", "C", "G", "H-1" and "H-2" referred to in this Austin United Alliance Development Company, LLC Redevelopment Agreement read as follows:

(Sub)Exhibit "B".

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

Property.

[Subject to Survey and Title Insurance.]

(Sub)Exhibit "C".

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

TIF-Funded Improvements.

Category	Project Budget Amount*	Percent TIF Eligible***	TIF Eligible Cost**
TIF-Eligible Land Acquisition	\$ 216,614	100%	\$ 137,821
Public Works or Site Improvements	2,296,709	50%	--
Affordable Housing Unit Hard Costs	39,895,798	50 -- 100%	12,548,136
Environmental Remediation	497,965	100%	319,208
Eligible soft costs related to construction			
Eligible Professional Fees	2,408,872	50%	17,921
Relocation	--	100%	--
Developer Fee	2,500,000	50%	--
Soft Interest (can only count if not counting affordable hard costs)	--	30%	--
Total:			\$ 13,023,086

* With the exception of Land, Project Budget amounts above are based upon 64 percent affordable units.

** Notwithstanding the total of TIF eligible costs, the TIF assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed \$12,900,000 or 25 percent of the Project Budget.

*** TIF Eligibility is further defined by the percentage of the building devoted to affordable units.

(Sub)Exhibit "G".

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

Permitted Liens.

1. Liens or encumbrances against the Property:

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

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

None.

(Sub)Exhibit "H-1".

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

Project Budget.

Uses	Amount
Land Acquisition	\$ 216,614
Hard Costs	
Construction	\$41,059,122
Construction Contingency	1,994,790
Total Hard Costs:	\$43,053,912

Uses	Amount
Commercial Costs	
Construction	\$ --
Commercial Contingency	--
Commercial Other	--
Total Commercial Costs:	\$ --
Soft Costs	
Architect	\$ 1,648,195
Engineering	--
Loan Origination	330,778
Legal	336,713
Marketing	65,000
Construction Loan Interest	1,725,281
Environmental Reports	39,360
Reserves	783,133
Tax Credit Issuer Fees	115,000
Bond Issuance Costs	--
Developer Fee	2,500,000
Other Soft Costs	795,842
Total Soft Costs:	\$ 8,339,302
Total Development Costs:	\$ 51,609,828

(Sub)Exhibit "H-2".

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

MBE/WBE Budget.

Project Hard Costs	\$ 39,895,798
Project Soft Costs (Arch., Eng., soil testing)	\$ 1,674,345
Project MBE/WBE Total Budget	\$ 41,570,143
Project MBE Total at 26 percent	\$ 10,808,237
Project WBE Total at 6 percent	\$ 2,494,209

EXECUTION OF AMENDED TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENT WITH CELADON CONSTRUCTION CORPORATION NFP AND OTHER ENTITIES REGARDING PROJECT SCOPE AND RETENTION OF PROPERTY AT 4700 S. ASHLAND AVE. AND 4707 S. MARSHFIELD AVE.

[O2023-0004944]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the execution of a revised redevelopment agreement with Celadon Construction Corporation entities, Blackwood Development Partners LLC, and United Yards 1B entities by reducing the scope of the project and retaining the property located at 4700 South Ashland Avenue and 4707 South Marshfield Avenue, located in the 20th Ward (O2023-0004944), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance (the "Original Ordinance") was adopted by the City Council ("City Council") of the City of Chicago (the "City") on April 19, 2023, authorizing the Commissioner of the City's Department of Planning and Development (the "Commissioner") or a designee of the Commissioner to enter into, with the approval of the City's Corporation Counsel as to form and legality, a redevelopment agreement ("Redevelopment Agreement") between the Developer and the City with Celadon Construction Corporation NFP, an Illinois not-for-profit corporation, Celadon Partners, LLC, an Illinois limited liability company, and Blackwood Development Partners LLC, an Illinois limited liability company (collectively, "Celadon"), a Celadon affiliate, United Yards 1B QALICB, LLC, an Illinois limited liability company (the "QALICB"), and another Celadon affiliate, United Yards 1B LL, LLC, an Illinois limited liability company (the "Prime Tenant") (Celadon Construction, the QALICB and the Prime Tenant, collectively, the "Developer"), pursuant to which the Developer would (i) acquire real property which is generally located at 4700 South Ashland Avenue and 4707 South Marshfield Avenue and at 1635 -- 1643 West 47th Street, Chicago, Illinois (the "Site") and, on the Site, (ii)(a) redevelop part of the Site, consisting of the ground floor of an existing building, into an approximately 22,000 square-foot mixed-use facility containing a federally-qualified health center as well as retail space, and (b) on the other part of the Site,

newly constructing the core and shell of an approximately 6,200 square-foot building for a to-be-determined commercial purpose, and (iii) thereafter to ground lease the Site for sub-sublease to various sub-subtenants (collectively, the "Project"); and

WHEREAS, The Developer and the City desire to reduce the scope of the Project by, among other things, removing the property located at 1635 -- 1643 West 47th Street, Chicago, from the Site definition (as revised, the "Revised Site") and deleting the requirement that the Developer newly construct the core and shell of an approximately 6,200-square-foot building (as revised, the "Revised Project"); and

WHEREAS, The Redevelopment Agreement was not entered into and the Project has not commenced; and

WHEREAS, In order to reduce the scope of the Project to reflect the Revised Site and the Revised Project, a revised Redevelopment Agreement (the "Revised Redevelopment Agreement") is required; now, therefore,

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

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

SECTION 2. Exhibit A to the Original Ordinance, comprising the Redevelopment Agreement, is hereby replaced with Exhibit A attached hereto, comprising the Revised Redevelopment Agreement.

SECTION 3. The Commissioner and a designee of the Commissioner are each hereby Authorized, with the approval of the Corporation Counsel, to negotiate, execute and deliver the Revised Redevelopment Agreement, and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with, the Revised Redevelopment Agreement.

SECTION 4. Except as specifically amended and modified by this ordinance, the Original 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 take effect upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

United Yards 1B Redevelopment Agreement.

This United Yards 1B Redevelopment Agreement (this "Agreement") is made as of this _____ day of _____, 2023, by and among the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Celadon Construction Corporation NFP, an Illinois not for profit corporation ("Celadon Construction"), Celadon Partners, LLC, an Illinois limited liability company ("Celadon Partners"), Blackwood Development Partners LLC, an Illinois limited liability company ("Blackwood"), United Yards IB LL, LLC, an Illinois limited liability company (the "Prime Tenant") and United Yards IB QALICB, LLC, an Illinois limited liability company (the QALICB") (Celadon Construction, Celadon Partners, Blackwood, the Prime Tenant, and the QALICB are, collectively, the "Developer").

RECITALS

A. Constitutional Authority: As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City has the power to regulate for the protection of the public health, safety, morals and welfare of its inhabitants, and pursuant thereto, has the power to encourage private development in order to enhance the local

tax base, create employment opportunities and to enter into contractual agreements with private parties in order to achieve these goals.

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on March 27, 2002: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the 47th/Ashland Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the 47th/Ashland Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the 47th/Ashland Redevelopment Project Area" (the "TIF Adoption Ordinance"), all of which have been amended subsequently (items(1)-(3), as amended, 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 will acquire or otherwise purchase title to (the "Acquisition") the showroom floor parcel of the former Goldblatt's department store with street addresses of 4700 South Ashland Avenue and 4707 South Marshfield Avenue in the City (which parcel has already been legally subdivided from the remainder of the structure and which is legally described on Exhibit B hereto) (the "Property"). Developer will also make commercially reasonable efforts to acquire or otherwise purchase title to a vacant parcel with a street address of 1635-1643 West 47th Street in the City (the "New Commercial Building Parcel"); provided that Developer's failure to do so shall not constitute a default or Event of Default under this Agreement or otherwise prevent Developer from obtaining the Certificate of Completion.

Within the time frames set forth in Section 3.01 hereof, the Developer shall:

(a) complete the rehabilitation of the Property into (x) an approximately 14,358 sf space (the "FQHC Space") intended to be occupied by a Federally-Qualified Health Center ("FQHC"), and (y) an approximately 7,200 sf space into retail space (the "Other Goldblatt's Space") intended to be occupied by the Back of the Yards Coffee retail business or an affiliate thereof ("BYC") for the use by BYC and other local businesses; and

(b) sell or transfer title to the Property, including but not limited to the FQHC Space and the Other Goldblatt's Space, to the QALICB; and

(c) ensure that the QALICB leases the FQHC Space and the Other Goldblatt's Space to the Prime Tenant (the "Prime Lease") and ensure that the Prime Tenant subleases the respective spaces to the FQHC, BYC, and/or a to-be-determined subtenant (collectively, the "Lease"); and

(d) thereby hope to create or retain jobs on the Property that equate to approximately 40 full-time-equivalent employees.

The combination of (a) and (b), above, collectively, comprise the Facility.

The combination of (a), (b), (c) and (d) above, collectively, comprise the redevelopment project (the "Project").

The Property is located within the Redevelopment Area. 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 47th/Ashland Redevelopment Project Area Tax Increment Financing Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 81473 to 81625 of the Journal of the Proceedings of the City Council for that date, as subsequently amended.

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-Eligible Improvements incurred by Developer 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.

In addition, the City has allocated or will allocate a maximum of \$4,200,000 to be granted to the Developer in furtherance of the Project through its Chicago Recovery Program (the "CRP Funds").

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 *Community Benefits 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 [intentionally omitted]
11. Environmental Matters	J Opinion of Developer's Counsel
12. Insurance	K [intentionally omitted]
13. Indemnification	L Requisition Form
14. Maintaining Records/Right to Inspect	M [intentionally omitted]
15. Defaults and Remedies	N [intentionally omitted]
16. Mortgaging of the Project	O Form of Payment and Performance Bonds
17. Notice	
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.

"Adjustment Amount" shall have the meaning set forth in Section 4.03(b).

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

"Annual Compliance Report" shall mean a signed report from Developer to the City (a) itemizing each of Developer's obligations under this Agreement during the preceding calendar year, (b) certifying Developer's compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of this Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operations Covenant (Section 8.06); (2) disclosure of Construction Jobs and Permanent Jobs (Section 8.06); (3) delivery of Financial Statements and unaudited financial

statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) delivery of evidence that Chicago Sustainable Development Policy has been satisfied (Section 8.22); (7) compliance with the requirements of Increment and Rate of Return Reporting (Section 8.28); (8) compliance with the Occupancy Covenants (Section 8.27); and (9) compliance with all other executory provisions of this Agreement.

"Available Incremental Taxes" shall mean, for each payment, an amount equal to the Incremental Taxes on deposit in the TIF Fund as of December 31st of the calendar year prior to the year in which the Requisition Form for such payment is received by the City, and which are available for the financing or payment of Redevelopment Project Costs, after deducting (i) the TIF District Administration Fee, (ii) all Incremental Taxes from a New Project pledged or allocated to assist the New Project, (iii) all Incremental Taxes previously allocated or pledged by the City before the date of this Agreement, specifically Incremental Taxes allocated or pledged to Prior Obligations, provided, however that if this Agreement is not executed within 6 months after the effective date of the ordinance approving this Agreement, then the City may deduct the Incremental Taxes pledged or allocated to this Project or to other projects, and (iv) debt service payments with respect to the Bonds, if any, provided that such debt service payments shall not prevent the City from paying the full amount of any of the City Funds.

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

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

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

"Bridge Lender" shall mean IFF, an Illinois not-for-profit corporation, its successors and/or assigns.

"Bridge Loan" shall mean that certain loan in the amount of approximately \$9,200,000 made by Bridge Lender (or another provider of Lender Financing approved by the City) to Developer for the Project.

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

"Certificate of Occupancy" shall mean that certificate issued by the City's Department of Buildings regarding the occupancy of the Project.

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

"Chicago Sustainable Development Policy" shall mean the sustainable standards provided by the City in the Chicago Sustainable Development Policy Handbook.

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

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

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

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

"Collateral Assignment" shall mean a collateral assignment of the right to receive payment of City Funds, such collateral assignment made by Developer to secure a bridge loan, if any, and in form and substance acceptable to the City in its sole discretion.

"Compliance Period" shall mean a period beginning on the date the Certificate is issued and ending on the 10th anniversary of the date the Certificate is issued, subject to extension for each cure period, if any, occurring pursuant to Section 15.03 hereof.

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

"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.

"Cure Period" shall have the meaning set forth in Section 15.03 hereof.

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

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

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

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.);

(viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, including but not limited to (i) deferred developer fee, (ii) donation tax credits equity, or (iii) funds donated by Chicago Community Trust, in the amounts set forth in Section 4.01 hereof, which amounts may be increased pursuant to Section 4.06 (Cost Overruns) or Section 4.03(b).

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

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

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

"Extension Notice" shall have the meaning set forth in Section 15.03 hereof.

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

"Final Project Cost" shall have the meaning set forth in Section 7.01 hereof.

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

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

"Full-Time Equivalent Employee" or "FTE" shall mean an employee of the Developer or an Affiliate (or, with respect to job shares or similar work arrangements, two such employees counted collectively as a single FTE) who is employed in a permanent position at least 35 hours per week at the Project during the applicable month, excluding (a) persons engaged as or employed by independent contractors, third party service providers or consultants and (b) persons employed or engaged by the Developer or by third parties in positions ancillary to the Developer's operations at the Project including, without limitation, food service workers, security guards, cleaning personnel, or similar positions.

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

"Hazardous Materials" 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.

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

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

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

"Investment Fund" shall mean USBCDC Investment Fund [____], LLC, a Missouri limited liability company.

"Laws" shall mean all applicable federal, state, local or other laws (including common law), statutes, codes, ordinances, rules, regulations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments, including, without limitation, Sections 7-28 and 11-4 of the Municipal Code relating to waste disposal.

"Lease" shall have the meaning set forth in the Recitals 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 Section 4.01 hereof, including, without limitation, the Bridge Loan, the NMTC Loan and the Senior Loan.

"Material Amendment" shall mean an amendment of either the Prime Lease or the Lease the net effect of which is to directly or indirectly do any of the following with respect to the Project: (a) materially reduce, increase, abate or rebate base rent, other amounts deemed rent, operating expense payments, tax payments, tenant improvement allowances or credits, or other monetary amounts payable (or monetary credits) under the Prime Lease or the Lease, as applicable, or otherwise confer or take away any material economic benefit, in each case taking into account all direct economic effects under the Prime Lease or the Lease, as applicable, of the amendment; or (b) shorten the initial term of the Prime Lease or the Lease, as applicable, or grant additional early termination rights that, if exercised, would shorten the initial term of the Prime Lease or the Lease, as applicable. Notwithstanding the foregoing, an amendment made to comply with NMTC program requirements (including, but not limited to: (i) an NMTC violation is discovered, (ii) a current NMTC rule is reinterpreted by the industry, or (iii) a new NMTC rule is promulgated) shall not constitute a Material Amendment.

"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.

"Net NMTC Equity" shall have the meaning set forth in Section 4.01 hereof.

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

"NFR Letter" shall mean a "no further remediation" letter issued by IEPA pursuant to the Site Remediation Program.

"NMTC" shall mean Federal New Markets Tax Credits.

"NMTC Compliance Period" shall mean the earlier of (a) the seventh (7th) anniversary of the Investment Fund's last qualified equity investment in a NMTC Lender or (b) the termination or repayment of the NMTC Loan.

"NMTC Lender" shall mean Liberty Community Ventures XX, LLC, a Louisiana limited liability company, and/or such other community development entities or their respective subsidiaries that make NMTC Loans to QALICB for the Project.

"NMTC Loan" shall mean those certain loans made by the NMTC Lender to QALICB for the Project.

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

"Operation Covenant" shall have the meaning set forth in Section 8.06(a) 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.

"Phase I ESA" shall mean a Phase I environmental site assessment of the Property in accordance with ASTM E-1527-13 (as most recently updated at the time of assessment).

"Phase II ESA" shall mean a Phase II environmental site assessment of the Property in accordance with ASTM E-1903-19 (as most recently updated at the time of assessment).

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

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

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

"Plans and Specifications" shall mean final 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.

"Prime Lease" shall have the meaning set forth in the Recitals hereof.

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

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

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

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

"RAP Approval Letter" shall mean written approval from the IEPA of a Remedial Action Plan ("RAP"). The Parties agree that a single RAP Approval Letter may cover more than one Development Parcel or portions thereof.

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

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

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

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

"Remediation Work" means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities taken to obtain a No Further Remediation Letter in accordance with: the terms and conditions of the RAP Approval Letter issued by the Illinois Environmental Protection Agency ("IEPA"), the SRP Documents (as defined below), all requirements of the IEPA, [IF AER APPLICABLE: terms and conditions of the AIS-approved Alternative Environmental Requirements and Mitigation Plan] and all applicable federal, state, and local laws, ordinances, and regulations, including, without limitation, all applicable Environmental Laws.

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

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

"Senior Lender" shall mean, collectively, IFF and [_____].

"Senior Loan" shall mean, collectively, (i) the approximately \$[9,200,000] TIF bridge loan by IFF to Prime Tenant and (ii) the approximately \$[3,000,000] loan from IFF to Prime Tenant.

"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/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 the initial zoning application.

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

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

"TIF District Administration Fee" shall mean the fee described in Section 4.05(a) 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 TIF Funds, subject to the terms of this Agreement. Exhibit C lists the TIF-Funded Improvements for the Project.

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

"Title Company" shall mean Greater Illinois Title Company.

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

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

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

SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 8.17 hereof: (i) commence construction no later than 180 days after the Closing Date; and (ii) complete rehabilitation of and conduct business operations in the FQHC Space and the Other Goldblatt's Space no later than [18] months after the Closing Date. The Parties acknowledge that execution of this Agreement has occurred within one hundred eighty (180) days of City Council authorization. Developer shall additionally endeavor to secure financing to commence the new construction on the New Commercial Building Parcel of the core and shell of an approximately 6,200 sf building (the "New Commercial Space") intended to be occupied by a brewery or by other to-be-determined purposes within 12 months of the Closing Date; provided that Developer's failure to do so shall not constitute a default or Event of Default under this Agreement or otherwise prevent Developer from obtaining the Certificate of Completion.

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$17,410,467.47. Developer hereby certifies to the City that the City Funds, together with Lender Financing, Equity, and Net NMTC Equity, all as described in Section 4.02 hereof, shall be sufficient to complete the Project. Developer hereby certifies to the City that (a) it has Lender Financing, Equity, and Net NMTC Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the 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 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

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

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

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

Progress report documentation required by DPD may include, but shall not be limited to:

- 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 shortfall exists, these reports must also include a plan by the Developer to address said 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.

3.08 Inspecting Agent or Architect. An independent agent or architect (other than Developer's architect) approved by DPD shall be selected to act as the inspecting agent or architect, at Developer's expense, for the Project. The inspecting agent or architect shall perform periodic inspections with respect to the Project, providing certifications with respect thereto to DPD, prior to requests for disbursement for costs related to the Project hereunder. The inspecting agent or architect may be the same one being used in such role by the NMTC Lender or the Senior 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 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 The Developer. Among their other obligations described in this Agreement, the Developer shall own the Property and undertake construction of the Project in accordance with this Agreement. Each Developer entity agrees that it shall not take any action which shall impede the performance of the other Developer entities under this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, each Developer entity shall be jointly and severally liable for the obligations of the other party under this Agreement.

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$17,410,467.47 to be applied in the manner set forth in the Project Budget (the "Total Project Cost"). Such costs shall be funded through a NMTC financing structure, including the NMTC Loan, in part, from the following sources:

Deferred Developer Fee	\$375,000
Equity / Additional Deferred Developer Fee	\$58,267.47
Senior Loan/Lender Financing	\$3,300,000
City (TIF) Funds	\$5,000,000
City (CRP) Funds	\$4,200,000
Net NMTC Equity	\$2,977,200
Chicago Community Trust grant	\$1,500,000
ESTIMATED TOTAL	\$17,410,467.47*

* Amount reflects anticipated Bridge Loan funds to bridge the City Funds

4.02 Developer Funds. Equity, Lender Financing and Net NMTC Equity, including bridge financing for any of the foregoing, and Grant Funds as set forth in Section 4.01 above, shall be used directly or indirectly through a NMTC financing structure to pay all Project costs, including but not limited to Redevelopment Project costs and costs of TIF-Eligible Improvements.

4.03 City Funds.

(a) Uses of City Funds. City Funds may only be used to pay directly or reimburse the Developer for costs of TIF-Eligible Improvements incurred by Developer that constitute Redevelopment Project Costs. Exhibit C sets forth, by line item, the TIF-Eligible Improvements for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Funds for each line item therein (subject to Sections 4.03(b) and 4.05(d)), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a Redevelopment Project Cost. City Funds shall not be paid to Developer hereunder prior to the issuance of a Certificate.

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

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Incremental Taxes	\$5,000,000

provided, however, that the total amount of City Funds expended for TIF-Eligible Improvements shall be an amount not to exceed the lesser of \$5,000,000 or 28.7% of the Total Project Cost; and provided further, that the \$5,000,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Eligible Improvements and allocated by the City for that purpose. The City Funds shall be paid to Developer in two equal disbursements pursuant to the time frames set forth herein and in accordance with the terms and conditions of this Agreement, as follows:

Payment	Timing	Maximum Annual Payment
Initial Payment	Issuance of the Certificate	\$2,500,000
Second Payment	First Anniversary of the Issuance of the Certificate	\$2,500,000
TOTAL CITY FUNDS		\$5,000,000

City Funds derived from Incremental Taxes shall be available to pay such costs and

allocated for such purposes so long as the amount of the Incremental Taxes is sufficient to pay for such costs.

The Developer acknowledges and agrees that the City's obligation to pay any City Funds is contingent upon the fulfillment of the conditions set forth in parts (a) and (b) above, as well as the prior issuance of the Certificate and the Developer's satisfaction of all other applicable terms and conditions of this Agreement, including, without limitation, compliance with the covenants in Section 8.06.

(c) Reduction in City Funds. City Funds may be reduced if the final Total Project Cost falls below \$17,410,467.47 and the City Funds will be reduced by \$1.00 for every \$1.00 shortfall. Such reduction shall be made from the Initial Payment and, if necessary, from the Second Payment.

4.04 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City TIF Funds as described in Section 4.03(c), 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. Requisition for reimbursement of TIF-Eligible Improvements shall be made not more than one time per calendar year (or as otherwise permitted by DPD).

Developer shall meet with DPD at the request of DPD to discuss the Requisition Form(s) previously delivered.

4.05 Treatment of Disbursements.

(a) TIF District Administration Fee. Annually, the City may allocate an amount 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.

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

4.06 Cost Overruns. If the aggregate cost of the TIF-Funded Improvements exceeds City TIF 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 TIF Funds and of completing the Project.

4.07 Preconditions of Disbursement; Execution of Certificate of Expenditure. Prior to each disbursement of City Funds hereunder or execution of a Certificate of Expenditure by the City, 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, or the execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement or request for execution of a Certificate of Expenditure, that:

(a) the total amount of the disbursement request or request for Certificate of Expenditure 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 request for Certificate of Expenditure have been paid to the parties entitled to such payment;

(c) Developer has approved all work and materials for the current disbursement request or request for Certificate of Expenditure, 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 (including any Lender Financing advanced into and available in a controlled account pledged to NMTC Lender); (iii) the undisbursed Equity (including any bridge financing for any of the foregoing), (iv) the Net NMTC Equity, (v) the undisbursed Grant Funds set forth in Section 4.01 hereof, and (vi) 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 NMTC Lender (or an account controlled by NMTC Lender) 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 the Escrow Agreement.

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

4.09 Sale or Transfer of the Property or Project. Except in connection with BYC's exercise of its purchase option of the Other Goldblatt's Space at the end of the NMTC Compliance Period of the Project, Developer must obtain the prior approval of the City for any sale or transfer of any part of the Property or the Project during the Term of the Agreement.

SECTION 5. CONDITIONS PRECEDENT

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

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

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

5.03 Other Governmental Approvals. The City Building Department permits for the rehabilitation of the core and shell of the Property must be secured prior to the Closing Date and evidence thereof submitted to DPD.

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, Lender Financing, Net NMTC Equity (including any bridge financing for any of the foregoing), and the Grant Funds in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Developer has delivered to DPD a copy of the construction Escrow Agreement. Any liens against the Property in existence at the Closing Date, other than Permitted Liens, have been subordinated to certain encumbrances of the City set forth herein pursuant to a subordination agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Office of the Clerk of Cook County.

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

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

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

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

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

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

5.10 Lease. Prior to the Closing Date, the Developer must have provided the City with a copy of each tenant or ground lease, lease termination agreement, tenant relocation plan, operating lease, synthetic lease, if any, and any other lease associated with the Project.

5.11 Financial Statements. The Developer has provided Financial Statements to DPD for the most recent fiscal year and audited or unaudited interim financial statements, if any such documents are available.

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

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

5.14 Corporate Documents; Economic Disclosure Statement. Each entity comprising 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 such entity is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; its by-laws or operating agreement, as applicable; and such other corporate documentation as the City has requested.

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

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

5.16 [intentionally omitted]

5.17 Prime Lease, the Lease, and Other Agreements. Complete copies of the Prime Lease, the Lease, and all other written agreements, if any, setting forth the parties' understandings relating to Developer's occupancy and leasing of the Property and any financial agreements between the parties in any way relating to the Property or the Prime Lease or the Lease, certified by Developer, shall have been delivered to the City.

5.18 Environmental. The Developer has provided, and the City's Department of Assets, Information and Services shall have approved, a Phase I ESA for the Property dated within 180

days prior to the Closing Date, and a Phase II ESA for the Property. The Developer has provided the City with a letter from the environmental engineer(s) who completed such assessments, authorizing the City to rely on such assessments.

SECTION 6. AGREEMENTS WITH CONTRACTORS

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

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 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 DPD a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above, for DPD's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, Developer shall require that the General Contractor be bonded for its payment by sureties having an AA rating or better using a bond in

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), 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. Upon completion of construction of the Project in accordance with the terms of this Agreement, and upon the Developer's written request, which shall include a final Project budget detailing the total actual cost of the construction of the Project (the "Final Project Cost"), DPD shall issue to the Developer the Certificate (the "Certificate"), all in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. No Certificate shall be issued unless DPD is satisfied that the Developer has fulfilled all of the following obligations:

- (a) Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Project;
- (b) Developer has completed construction of the Project according to the Plans and Specifications;
- (c) Developer's FQHC is occupied and operational; and
- (d) Evidence that at least 75% of the Property is occupied and operational; and
- (e) [Reserved]; and
- (f) The Facility is open for operation and a Certificate of Occupancy from the City has been attained;
- (g) Evidence acceptable to DPD that the Total Project Cost is equal to, or in excess of, \$17,410,467.47. As described in Section 4.03(c), the City Funds will be reduced on a dollar for dollar basis if the Total Project Cost is less than \$17,410,467.47;
- (h) Evidence that Developer has incurred TIF-eligible expenses in an amount equal to, or greater than, the total amount of City Funds for the Project (up to \$5,000,000);

- (i) 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 (M/WBE, City Residency and Prevailing Wage) with respect to construction of the Project, and that 100% of the Developer's MBE/WBE Commitment in Section 10.03 has been fulfilled;
- (j) The Developer has provided evidence acceptable to DPD that the Developer has complied with the Sustainable Development Policy for the Project; provided, however, that if the City determines prior to issuing the Certificate that the Project does not satisfy the Sustainable Development Policy, then the amount of City Funds shall be permanently decreased by \$250,000;
- (k) 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.

DPD shall make best efforts to respond to the Developer's written request for a Certificate within forty-five (45) days by issuing either the requested Certificate or a written statement detailing the ways in which the Project as a whole does not conform to this Agreement or has not been satisfactorily completed, and the measures that must be taken by the Developer in order to obtain the Certificate. The Developer may resubmit a written request for a Certificate upon its completion of such measures.

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

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

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

(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 TIF Funds or other City monies. In the event that the aggregate cost of completing the TIF-Funded Improvements exceeds the amount of City TIF Funds available pursuant to Section 4.01, Developer (excluding the QALICB) 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 TIF Funds; and

(c) the right to seek reimbursement of the City Funds from Developer (excluding the QALICB).

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

SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

(a) Each entity comprising Developer is an Illinois not-for-profit corporation or limited liability company duly organized, validly existing, qualified to do business in its state of incorporation and in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by each entity comprising Developer of this Agreement has been duly authorized by all necessary corporate or company action, and does not and will not violate its Articles of Incorporation/Articles of Organization or by-laws/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 such entity is now a party or by which such entity is now or may become bound;

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

(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 undertake any construction of the Project as such construction is undertaken;

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

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

(j) prior to the issuance of a Certificate, Developer shall not do any of the following without the prior written consent of DPD: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business and except for the master lease from QALICB to and Prime Tenant, and the sub-subleases from the Prime Tenant to Project sub-tenants; (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, other than in connection with the Lender Financing, including but not limited to the NMTC Loan, the Senior Loan and other financing needed to complete the Project; provided that the City expressly consents to the guarantees and indemnities entered into by Developer in conjunction with the NMTC Loan, the Senior Loan and/or the other Lender Financing, including, without limitation, (i) a guaranty by Developer of the NMTC Loan, (ii) Developer agreeing to indemnify the investor member of the Investment Fund on account of a recapture or disallowance of the NMTC expected to be claimed by such party, (iii) an environmental indemnity by Developer for the benefit of the NMTC Lenders and affiliates thereof, and (iv) guarantees and obligations of and under the Lender Financing; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

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

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

(n) Developer understands that (i) the City TIF 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 it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement;

(q) The covenants listed in this Section 8 pertaining to transfers, shall not apply to a transfer of ownership interest from QALICB or Developer to one of QALICB's or Developer's subsidiaries or affiliates through a quitclaim deed;

(r) Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct

contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract (as defined below) is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later of (i) May 16, 2011, or (ii) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code; (ii) entered

into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (B) neither party is married; and
- (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (E) two of the following four conditions exist for the partners:
 - 1. The partners have been residing together for at least 12 months.
 - 2. The partners have common or joint ownership of a residence.
 - 3. The partners have at least two of the following arrangements:
 - a. joint ownership of a motor vehicle;
 - b. a joint credit account;
 - c. a joint checking account;
 - d. a lease for a residence identifying both domestic partners as tenants.
 - 4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

8.02 Covenant to Redevelop. Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Bond Ordinance, the TIF Bond Ordinance, the Scope Drawings, Plans and Specifications, Project Budget and all amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section 8.02 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement, 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 TIF 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. City Non-TIF Funds disbursed to Developer shall be used by Developer solely to pay for (or to reimburse Developer for its payment for) other Project Costs 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; Operating Covenant.

(a) Developer will aspire to create and maintain forty (40) full-time equivalent, permanent jobs and seventy-five (75) temporary full-time equivalent, construction jobs at the Project. Developer's failure to reach the aforesaid goals will not constitute an Event of Default under this Agreement. In addition, Developer agrees to report to DPD the number of jobs projected to be created by the Project as of the Closing Date.

(b) Annually, as part of the Annual Compliance Report, Developer shall report the number of jobs created to date by the Project, and shall submit to DPD a jobs report detailing the following information for each employee:

- Employee status as full-time or part-time
- ZIP code for their primary residency
- Total employment tenure in months
- Wages above or below the "Living Wage" rate as defined for that year

(c) Developer shall continuously operate the entirety of the Project for the duration of the Compliance Period.

During the Compliance Period, the Developer shall, at the time of filing the Annual Compliance Report, to provide DPD with a notarized affidavit certifying to its compliance with this Section 8.06 for the 12 month period ending the day prior to the date of such filing date of such certificate.

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

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

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

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

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

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

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2023 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

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

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

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

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

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

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

8.17 Compliance with Laws.

(a) Representation. To the best of Developer's knowledge, after diligent inquiry, the Property and the Project are and shall be, as and when required, in compliance with all applicable Laws 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.

(b) Covenant. Developer covenants that the Property and the Project will be operated and managed in compliance with all Laws. Upon the City's request, the Developer shall provide evidence to the City of its compliance with this covenant.

8.18 Recording and Filing. Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property on the date hereof in the conveyance and real property records of the county in which the Project is located. This Agreement shall be recorded prior to any mortgage made in connection with Lender Financing. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions. The covenants set forth in this Section 8.19 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

(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, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option,

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

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

any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

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

(c) [intentionally omitted]

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to 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 DPD, with a copy to the City's Corporation Counsel's office.

8.20 [intentionally omitted].

8.21 Annual Compliance Report. Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates. Failure by Developer to submit the Annual Compliance Report shall constitute an Event of Default under Section 15.01 hereof, without notice or opportunity to cure pursuant to Section 15.03 hereof. The covenants set forth in this Section 8.21 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

8.22 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.

8.23 Chicago Sustainable Development Policy. Developer shall provide evidence acceptable to the City that it has complied with the Chicago Sustainable Development Policy for the Project within one year after the date of the issuance of the Certificate.

8.24 Prime Lease and Lease Representations, Warranties and Covenants. The Developer represents, warrants and covenants as follows:

(a) as of the date hereof, each of the Prime Lease and the Lease is valid and binding as to QALICB, Prime Tenant, FQHC, and BYC, as applicable, is in full force and effect, and is either unmodified or modified only by approved Material Amendments and/or amendments that do not constitute Material Amendments;

(b) as of the date hereof, each of the QALICB, Prime Tenant, FQHC, and BYC has performed all of its current obligations under each of the Prime Lease and the Lease;

(c) Throughout the Term of the Agreement, each of QALICB, Prime Tenant, FQHC, and BYC shall deliver to DPD a copy of written notice of any change in circumstances of which Developer has knowledge that makes the representations and warranties in this Section 8.24 inaccurate; and (ii) shall comply with its obligations under each of the Prime Lease and the Lease;

(d) Throughout the Term of the Agreement, none of QALICB, Prime Tenant, FQHC, or BYC shall (i) execute or consent to a Material Amendment or (ii) sell, sublease, release, assign or otherwise transfer its interest in either the Prime Lease or the Lease, as applicable, except as contemplated by the Lease and as consistent with the Operating Covenant without the prior written consent of DPD, which consent shall be in DPD's sole discretion;

The covenants set forth in this Section 8.24 shall run with the land and the leasehold interest and be binding upon any transferee for the Term of the Agreement.

8.25. FOIA and Local Records Act Compliance.

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

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

document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

8.26 Recapture of TIF Assistance.

Except in connection with any transfer of the Project from Developer to an affiliate thereof, or in connection with a financing related to the end of NMTC Compliance Period of the Project:

(a) if the sale, transfer or refinance of the Project or any part thereof occurs during the Compliance Period (each happening being a "Capital Event") while the NMTC Loan is outstanding and Developer is the seller of the Project, then Developer shall pay and remit to the City an amount equal to 100% of the total amount of City Funds paid to Developer as of the closing date of such transaction, but not more than the amount of the net proceeds (after repayment of the NMTC Loan) of any such sale, transfer or refinancing (the "Excess Proceeds"), on the closing date of such sale or transfer, and

(b) if there is a Capital Event after the NMTC Loan is discharged in full and any person or entity other than the Developer is the seller of the Project, then Developer shall contractually ensure that such person or entity shall pay and remit to the City, on the closing date of such sale or transfer, an amount equal to 100% of the total amount of City Funds paid to Developer as of the closing date of such transaction from the Excess Proceeds.

Any recaptured City Funds received by the City shall be deposited into the TIF Fund.

(c) Any City Funds subject to recapture that become due and owing to the City pursuant to Section 8.26(a) due to the occurrence of a Capital Event shall be paid by Developer on the closing date of such Capital Event.

(d) This Section 8.26 shall be in effect until a Capital Event in which Developer is no longer in control of the entire Project. With respect to Capital Event of less than the entire Project, such successor shall not have any obligations or liabilities under this Section 8.26 provided the Developer shall continue to have obligations under this Section 8.26 with respect to the portion of the Project that was not subject to the Capital Event.

(e) This section shall not apply to any refinancing of the Project, provided that no funds are disbursed to the Developer.

(f) The Commissioner of DPD shall have discretion to consent to a waiver of the preceding requirement in Section 8.26(a) if the Excess Proceeds from such a Capital Event are used for the development of a future phase of the Project in the Redevelopment Area, which consent shall be in the Commissioner's sole discretion.

8.27 Employment Plan. As of the Closing Date, 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.

8.28 Increment and Rate of Return Reporting. Pursuant to the TIF Act, the Developer shall report to DPD, at the Closing Date, the tax increment that it projects will be created over the Term of the Agreement on the Project's parcels. At the same time as its filing of an Annual Compliance Report, the Developer shall report to DPD the tax increment actually created during the reporting year on the Project's parcels.

At the same time as its filing of an Annual Compliance Report, Developer shall report to DPD the Project's rate of return. The rate of return reported to DPD shall have been independently verified in advance by a third party chosen by the City.

8.29 Occupancy Covenants.

(a) Not later than the second anniversary of the Certificate, the Developer shall ensure that at least 80 percent of the square footage in the Property is occupied and operating as commercial space.

(b) The covenants in (a) hereof, once met, shall continue without interruption through the end of the Compliance Period.

8.30 Survival of Covenants. All warranties, representations, covenants and agreements of Developer contained in this Section 8 and elsewhere in this Agreement shall be true, accurate and complete at the time of Developer's execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and (except as provided in Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

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

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

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

(e) Each Employer shall include the foregoing provisions of subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement

with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. ENVIRONMENTAL MATTERS

11.01 Environmental Investigation. The City shall grant the Developer the right, at its sole cost and expense, and in the City's customary form and subject to City's receipt from Developer of required documentation (e.g., evidence of insurance and an Economic Disclosure Statement and Affidavit), to enter the Property to perform any surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 11.1, the Developer shall be deemed satisfied with the condition of the Property.

11.02 Environmental Remediation. The Developer has obtained Phase I Environmental Site Assessments ("ESAs") of the Property, which identified several Recognized Environmental Conditions ("RECs"). An updated or new Phase I for the Site will be needed prior to closing for any City-owned parcels conveyed more than 180 days from the original Phase I ESAs. Unless otherwise approved by the City, the new or updated Phase I ESA must be in compliance with the most recent ASTM standard referenced by regulation in the United States Environmental Protection Agency's All Appropriate Inquiries Rule at the time of conveyance (currently ASTM E-

1527-13). The Phase I ESA identified RECs and the Developer performed a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742. 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.

The Site must be enrolled in the Illinois Environmental Protection Agency's (IEPA) Site Remediation Program ("SRP"). The IEPA will require a Comprehensive Site Investigation Report/Remedial Objectives Report/Remedial Action Plan ("CSIR/ROR/RAP"). The Developer acknowledges and agrees that it may not commence land disturbance on the Site until the IEPA issues a Remedial Action Plan ("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. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The City must be named in a reliance letter for all environmental assessments prepared for the Property. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and any other investigative and cleanup costs associated with the Property, including, but not limited to, the removal of pre-existing building foundations, demolition debris, and soil or soil gas not meeting the requirements of 35 Ill. Adm. Code Part 742. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Developer shall also abandon any permanent wells pursuant to the requirements provided in Section 920.120 of the Illinois Water Well Construction Code (77 Ill. Adm. Code Part 920). 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 to not request a permit of occupancy for the Project until the IEPA has issued, AIS has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final Comprehensive Residential NFR Letter for the Property with the Cook County Clerk's Office. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property. The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR Letter.

11.03 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.

11.04 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

11.05 Release Runs with the Land. The covenant of release in Section 11.3 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation,

limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 11.3 contains a full, complete and final release of all such claims.

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

SECTION 12. INSURANCE

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

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

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

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

(c) Post Construction:

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

(d) Other Requirements:-

Developer must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Developer must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to 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 Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, Developer shall contribute the maximum portion that it is permitted to pay and satisfy under the applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

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

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

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

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

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

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

(k) prior to the end of the Term of the Agreement, without the prior written consent of the City, any sale, transfer, conveyance, lease or other disposition of all or substantially all of Developer's 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 or as otherwise expressly permitted by this Agreement;

(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;

(m) the assignment or other direct or indirect transfer by QALICB, Prime Tenant or Developer of the Prime Lease or by QALICB, Prime Tenant, FQHC, BYC, or Developer of the Lease without the prior written approval of the City (which shall be in the City's sole discretion);

(n) an Event of Default (as defined in the Prime Lease or the Lease, as applicable) by QALICB or Prime Tenant under the Prime Lease or by QALICB, Prime Tenant, FQHC, or BYC under the Lease, as applicable, that is not cured within the cure period, if any, granted under the Prime Lease or the Lease, as applicable, or the Developer's execution of a Material Amendment without the prior written approval of the City under Section 8.24;

(p) within 30 days before the first anniversary of the date the Certificate is issued, the City determines that the Project does not satisfy the Sustainable Development Policy;

(q) the failure of Developer to obtain the Certificate prior to the second anniversary of the Closing Date, or

(r) failure of the Developer to submit the Annual Compliance Report to the City within 30 days after the end of the calendar year to which the Annual Compliance Report relates, as provided in Section 8.21.

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.

(a) In addition to any remedies that may be available under Section 15.02(b), and subject, if applicable, to Section 15.02(c), upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and the Developer are or shall be parties, suspend disbursement of City Funds, seek reimbursement of any City Funds paid (provided, however, that the Developer's obligation to reimburse City Funds shall be deferred until thirty (30) days after the end of the NMTC Compliance Period), and/or, 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 or injunctive relief.

Upon the occurrence of an Event of Default under Section 15.01 (n) where the City intends to exercise the remedy to terminate this Agreement, suspend disbursement of City Funds, or reduce any payments under this Agreement, the City shall provide notice and an opportunity to cure as provided in Section 15.04(b).

(b) Upon the occurrence of an Event of Default under Section 15.01(n), 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.

(c) Upon the occurrence of an Event of Default under Section 15.01(p) regarding Developer's failure to satisfy the Sustainable Development Policy for the Project, the City's sole remedy shall be the right to seek reimbursement of \$250,000 of City Funds.

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.

(b) 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; provided, further, that there shall be no notice or cure period for the Developer under this Section 15.03 with respect to Developer's failure to comply with the operation covenant in Section 8.06 ff) and Developer's failure to submit the Annual Compliance Report by the time specified in Section 8.21 hereof.

(c) Notwithstanding anything in this Section 15.03 to the contrary, the Developer shall be entitled to two non-consecutive one-year cure periods (each being a "Cure Period") during the life of the Compliance Period for the following non-monetary defaults:

- default of the filing of jobs reports as set forth in Section 8.06 hereof; and
- default of any occupancy covenant set forth in Section 8.27 hereof.

Each Cure Period shall begin with the filing by Developer with DPD of an irrevocable written notice (the "Extension Notice").

During a Cure Period, the City will not be required to make a payment of TIF Funds. Each occurrence of a Cure Period shall extend the Term and the Compliance Period by one additional year. If two Cure Periods have occurred and have both been independently cured, then any subsequent default shall constitute an Event of Default without notice or opportunity to cure.

15.04 Lender Notice and Cure Right. To the extent that Lender Financing is derived from a tax credit investment, including but not limited to the New Markets Tax Credit, in the event that an Event of Default occurs under this Agreement, and if, as a result thereof, the City intends to exercise any right or remedy available to it that could result in the termination of this Agreement or the cancellation, suspension, or reduction of any payment due from the City under this Agreement, the City shall send notice of such intended exercise to each of the lenders providing the Lender Financing, and each of the lenders providing the Lender Financing shall have the right (but not the obligation) to cure such an Event of Default under the following conditions:

(a) if the Event of Default is a monetary default, any party entitled to cure such default may cure it within 30 days after the expiration of the cure period, if any, granted to the Developer with respect to such monetary default; and

(b) if the Event of Default is of a non-monetary nature, any party entitled to cure such default shall have the right to cure it within 30 days after the expiration of the cure period, if any, granted to the Developer with respect to such non-monetary default; provided, however, that if such non-monetary default is not reasonably capable of being cured by any lender providing Lender Financing within such 30-day period, such period shall be extended for such reasonable period of time agreed to by the City as may be necessary to cure such default, provided that the party seeking such cure must diligently and continuously prosecute the cure of such default until the same has been cured and, if possession of the Project is necessary to effect such cure, the party seeking such cure must have instituted appropriate legal proceedings to obtain possession to the extent such party has the right to do so.

SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

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

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

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

SECTION 17. NOTICE

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

<p>If to the City:</p> <p>City of Chicago Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attention: Commissioner</p>	<p>If to Developer:</p> <p>Celadon Construction Corporation NFP 325 N. LaSalle Drive, Suite 350 Chicago, IL 60654</p> <p>Celadon Partners, LLC 4707 S. Marshfield Avenue Chicago, IL 60609 Attention: Aron Weisner</p> <p>Blackwood Development Partners LLC 3613 S. Union Avenue Chicago, IL 60609 Attention: Jose Duarte</p> <p>United Yards IB QALICB, LLC c/o Celadon Partners, LLC 4707 S. Marshfield Avenue Chicago, IL 60609 Attention: Aron Weisner</p> <p>United Yards IB LL, LLC c/o Celadon Partners, LLC 4707 S. Marshfield Avenue Chicago, IL 60609 Attention: Aron Weisner</p>
<p>With Copies To:</p> <p>City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Finance and Economic Development Division</p>	<p>With Copies To:</p> <p>Applegate & Thorne-Thomsen, P.C. 440 S. LaSalle St., Suite 1900 Chicago, Illinois 60605 Attention: Nicholas J. Brunick</p>
<p>[Add NMTC lender]</p>	

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

SECTION 18. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

18.14 Assignment. Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however that Developer or Master Tenant may execute a Collateral Assignment in favor of any lender holding 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 8.23 (Survival of Covenants) hereof, throughout 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 agree 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.

18.21 Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

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

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the day and year first above written.

Celadon Partners, LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: Manager

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 Manager of Celadon Partners, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of Celadon Partners, LLC as his free and voluntary act, and as the free and voluntary act and deed of Celadon Partners, LLC, for the uses and purposes therein set forth.

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

(SEAL)

Notary Public

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.

Blackwood Development Partners LLC,
an Illinois limited liability company

By: _____
Name: _____
Title: Manager

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 Manager of Blackwood Development Partners LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of Blackwood Development Partners LLC as his free and voluntary act, and as the free and voluntary act and deed of Blackwood Development Partners LLC, for the uses and purposes therein set forth.

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

(SEAL)

Notary Public

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.

United Yards IB LL, LLC,
an Illinois limited liability company

By: Blackwood Development Partners LLC,
an Illinois limited liability company,
its managing member

By: _____
Name: _____
Title: _____

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 Manager of Blackwood Development Partners LLC, an Illinois limited liability company ("Managing Member"), the managing member of United Yards IB LL, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Manager, he signed and delivered the said instrument, pursuant to authority given by the members of Managing Member as his free and voluntary act, and as the free and voluntary act and deed of Managing Member and United Yards IB LL, LLC, for the uses and purposes therein set forth.

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

(SEAL)

Notary Public

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.

Celadon Construction Corporation NFP,
an Illinois not for profit corporation

By: _____
Name: _____
Title: _____

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 _____ of Celadon Construction Corporation NFP, an Illinois not for profit corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____, he signed and delivered the said instrument, pursuant to authority given by the board of directors of Celadon Construction Corporation NFP as his free and voluntary act, and as the free and voluntary act and deed of Celadon Construction Corporation NFP, for the uses and purposes therein set forth.

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

(SEAL)

Notary Public

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.

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

By: _____
Patrick Murphey, Acting Commissioner

[illegible]

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick Murphey, personally known to me to be the Acting Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that 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 ____th day of _____, 2023.

Notary Public

My Commission Expires _____

EXHIBIT B
PROPERTY

[Subject to Survey and Title Insurance]

(FORMER GOLDBLATT'S BUILDING, GROUND FLOOR)

THAT PART OF LOTS 1 TO 5 INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS TAKEN FOR WIDENING SOUTH ASHLAND AVENUE); LOT 43 (EXCEPT THAT PART OF SAID LOT 43 DEDICATED FOR AN ALLEY BY DOCUMENT NO. 5610414); LOTS 44 TO 47, BOTH INCLUSIVE AND 16 FOOT STRIP FORMERLY ALLEY AND NOW VACATED LYING WEST OF AND ADJOINING SAID LOTS 1,2 AND 3, ALL IN BLOCK 1 IN BERGER AND JACOB'S SUBDIVISION OF BLOCK 9 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE NORTH AND SOUTH ALLEY BEING PART OF SAID LOT 43 AS DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN COOK COUNTY, ILLINOIS ON APRIL 12th, 1995 AS DOCUMENT NUMBER 5610414 TOGETHER WITH THAT PART OF THE NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 4 AND 5 AND LYING EAST OF AND ADJOINING THE EAST LINE OF ORIGINAL LOT 43 AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 5 TO THE SOUTHEAST CORNER OF ORIGINAL LOT 43, ALL IN BLOCK 1 OF BERGER AND JACOBS SUBDIVISION AFOREMENTIONED, LYING BETWEEN THE HORIZONTAL PLANES OF 14.75 FEET AND 32.00 FEET, CHICAGO CITY DATUM (CCD), BASED ON THE CITY OF CHICAGO BENCHMARK MONUMENT NUMBER 90 HAVING AN ELEVATION OF 14.545 CCD, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 47; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS EAST ALONG THE SOUTH LINE OF WEST 47TH STREET, BEING AN ASSUMED BEARING, 88.81 FEET TO A POINT ON THE NORTHERLY EXTENSION OF THE CENTERLINE OF AN EXISTING WALL WITHIN AN EXISTING BUILDING; THENCE SOUTH, EAST AND NORTH THE FOLLOWING FIVE COURSES ALONG SAID CENTERLINE: (1) SOUTH 00 DEGREES 22 MINUTES 21 SECONDS WEST 25.55 FEET; (2) SOUTH 89 DEGREES 37 MINUTES 39 SECONDS EAST 49.45 FEET; (3) NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST 7.00 FEET; (4) SOUTH 89 DEGREES 37 MINUTES 39 SECONDS EAST 44.40 FEET; (5) NORTH 00 DEGREES 22 MINUTES 21 SECONDS EAST 18.75 FEET TO A POINT ON SAID SOUTH LINE OF WEST 47TH STREET; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE OF WEST 47TH STREET 65.69 FEET TO A POINT ON THE WEST LINE OF SAID SOUTH ASHLAND AVENUE AS WIDENED; THENCE SOUTH 00 DEGREES 01 MINUTES 39 SECONDS EAST ALONG SAID WEST LINE AS WIDENED 124.60 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE

NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 5 A DISTANCE OF 111.17 FEET TO THE SOUTHWEST CORNER THEREOF, ALSO BEING THE WESTERLY FACE OF THE EXISTING BRICK BUILDING; THENCE NORTH 00 DEGREES 18 MINUTES 39 SECONDS EAST ALONG SAID WEST FACE 16.36 FEET TO AN INSIDE CORNER OF SAID BRICK BUILDING; THENCE NORTH 89 DEGREES 41 MINUTES 21 SECONDS WEST ALONG THE SOUTHERLY FACE OF SAID BRICK BUILDING 17.58 FEET; THENCE SOUTH 00 DEGREES 18 MINUTES 39 SECONDS WEST 16.98 FEET TO A POINT ON THE NORTH LINE OF THE EXISTING PUBLIC ALLEY; THENCE NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST CONTINUING ALONG SAID NORTH LINE 46.81 FEET TO A POINT ON THE SOUTHERLY EXTENSION OF THE CENTERLINE OF AN EXISTING WALL WITHIN AN EXISTING BUILDING; THENCE NORTH AND WEST THE FOLLOWING SEVEN COURSES ALONG SAID CENTERLINE: (1) NORTH 00 DEGREES 18 MINUTES 39 SECONDS EAST 29.59 FEET; (2) SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 24.20 FEET; (3) NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 17.06 FEET; (4) NORTH 41 DEGREES 31 MINUTES 43 SECONDS WEST 5.61 FEET; (5) SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 18.01 FEET; (6) NORTH 00 DEGREES 03 MINUTES 13 SECONDS WEST 22.70 FEET; (7) SOUTH 89 DEGREES 56 MINUTES 47 SECONDS WEST 27.02 FEET TO A POINT ON THE EAST LINE OF SOUTH MARSHFIELD AVENUE; THENCE NORTH 00 DEGREES 02 MINUTES 06 SECONDS WEST ALONG SAID EAST LINE 52.03 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(ROOF AND WATER TOWER AREA)

THAT PART OF LOTS 1 TO 5 INCLUSIVE, (EXCEPT THAT PART OF SAID LOTS TAKEN FOR. WIDENING SOUTH ASHLAND AVENUE); LOT 43 (EXCEPT THAT PART OF SAID LOT 43 DEDICATED FOR AN ALLEY BY DOCUMENT NO. 5610414); LOTS 44 TO 47, BOTH INCLUSIVE AND 16 FOOT STRIP FORMERLY ALLEY AND NOW VACATED LYING WEST OF AND ADJOINING SAID LOTS 1,2 AND 3, ALL IN BLOCK 1 IN BERGER AND JACOB'S SUBDIVISION OF BLOCK 9 IN STONE AND WHITNEY'S SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 6 AND THE NORTH HALF AND WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO ALL THAT PART OF THE NORTH AND SOUTH ALLEY BEING PART OF SAID LOT 43 AS DEDICATED AND RECORDED IN THE OFFICE OF THE RECORDER OF . DEEDS IN COOK COUNTY, ILLINOIS ON APRIL 12th, 1905 AS DOCUMENT NUMBER 5610414 TOGETHER WITH THAT PART OF THE NORTH AND SOUTH ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 4 AND 5 AND LYING EAST OF AND ADJOINING THE EAST LINE OF ORIGINAL LOT 43 AND LYING NORTH OF AND ADJOINING A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 5 TO THE SOUTHEAST CORNER OF ORIGINAL LOT 43, ALL IN BLOCK 1 OF BERGER AND JACOBS SUBDIVISION AFOREMENTIONED, LYING BETWEEN THE HORIZONTAL PLANES OF 107.00 FEET AND 145.00 FEET, CHICAGO CITY DATUM (CCD), BASED ON THE CITY OF CHICAGO BENCHMARK MONUMENT NUMBER 90 HAVING AN ELEVATION OF 14.545 CCD, DESCRIBED AS

FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 47; THENCE SOUTH 00 DEGREES 02 MINUTES 06 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 47 ALSO BEING EAST LINE OF SOUTH MARSHFIELD AVENUE 125.20 FEET TO THE SOUTHWEST CORNER OF SAID LOT 47, ALSO BEING A POINT ON THE NORTH LINE OF A PUBLIC ALLEY; THENCE SOUTH 89 DEGREES 44 MINUTES 57 SECONDS EAST ALONG SAID NORTH LINE 36.20 FEET TO THE POINT ON THE WEST WALL OF THE EXISTING PENTHOUSE, SAID POINT BEING THE OF BEGINNING; THENCE NORTH 00 DEGREES 25 MINUTES 45 SECONDS EAST ALONG THE WEST WALL OF SAID PENTHOUSE 29.43 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 55 MINUTES 26 SECONDS EAST ALONG THE NORTH WALL OF SAID PENTHOUSE 37.02 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 00 DEGREES 18 MINUTES 39 SECONDS WEST ALONG THE EAST WALL OF SAID PENTHOUSE 29.64 FEET TO A POINT ON THE NORTH LINE OF SAID PUBLIC ALLEY; THENCE NORTH 89 DEGREES 44 MINUTES 57 SECONDS WEST ALONG SAID NORTH LINE 37.08 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

(Sub)Exhibit "C".
(To United Yards 1B Redevelopment Agreement)

TIF-Eligible Improvements.

	TIF-Eligible Budget
Acquisition Costs	\$ 0
Hard Costs	
Shell	250,000
Interiors	3,100,000
Services	3,556,000
FFE	0
Hard Cost Contingency	851,974
Total Hard Costs:	\$ 7,757,974
Soft Costs/Fees	
Architecture and Engineering	\$ 737,020
Other Professional Services	0
Construction Management	60,000
Permits and Titles	0
Developer Fee	954,628
Soft Cost Contingency	0
General Conditions and Requirements	448,407
Overhead and Profit	597,876
Total Soft Costs:	\$ 2,797,931
Total:	\$10,555,905

Notwithstanding the total of TIF-Eligible Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed the lesser of \$5,000,000 or 28.7 percent of the Project Budget.

(Sub)Exhibit "G".
(To United Yards 1B 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 (provided that Prime Tenant is providing a lien against its assets to Senior Lender as collateral in connection with a Senior Loan):

None.

(Sub)Exhibit "H-1".
(To United Yards 1B Redevelopment Agreement)

TIF-Eligible Improvements.

	Project Budget
Acquisition Costs	\$ 1,829,076
Hard Costs	
Shell	250,000
Interiors	3,100,000

Project Budget

Services	\$ 3,556,000
FFE	567,454
Hard Cost Contingency	851,974
Total Hard Costs:	\$ 8,325,427

Soft Costs/Fees

Architecture and Engineering	\$ 737,020
Other Professional Services	3,448,626
Construction Management	60,000
Permits & Titles	96,859
Developer Fee	1,500,000
Soft Cost Contingency	367,175
General Conditions and Requirements	448,407
Overhead and Profit	597,876
Total Soft Costs:	\$ 7,255,963

Total: \$17,410,467

(Sub)Exhibit "H-2".
(To United Yards 1B Redevelopment Agreement)

MBE/WBE Budget.

MBE/WBE Budget

Acquisition Costs

Hard Costs

Shell	\$ 250,000
-------	------------

	MBE/WBE Budget
Interiors	\$ 3,100,000
Services	3,556,000
FFE	0
Hard Cost Contingency	851,974
Total Hard Costs:	\$ 7,757,974
Soft Costs/Fees	
Architecture and Engineering	\$ 0
Other Professional Services	0
Construction Management	0
Permits and Titles	0
Developer Fee	0
Soft Cost Contingency	0
General Conditions and Requirements	0
Overhead and Profit	0
Total Soft Costs:	\$ 0
Total:	\$ 7,757,974
Project MBE Total at 26 percent	\$ 2,017,073
Project WBE Total at 6 percent:	\$ 465,478

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

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FOR FULL
CHILLER PLANT AND SYSTEMS REPLACEMENT AT ROBERTO CLEMENTE
COMMUNITY ACADEMY HIGH SCHOOL, 1147 N. WESTERN AVE.

[O2023-0005057]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 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 a full chiller plant and system replacement at Roberto Clemente Community Academy High School, located at 1147 North Western Avenue, located in the 1st Ward (O2023-0005057), in the amount of up to \$5,300,000, 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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:

Roberto Clemente Community Academy High School.

2. Property:

a. Common Address:

1147 North Western Avenue
Chicago, Illinois 60622.

b. Permanent Index Numbers ("PINs"):

Main School Building:

17-06-300-006.

North School Building:

17-06-123-043;

17-06-123-027.

Southwest Parking Lot:

16-01-403-012;

16-01-403-028;

16-01-403-013;

16-01-403-029;

16-01-403-027;

16-01-403-031.

Campus Park:

17-06-122-001;	17-06-122-018;
17-06-122-002;	17-06-122-019;
17-06-122-047;	17-06-122-040;
17-06-122-005;	17-06-122-022;
17-06-122-006;	17-06-122-023;
17-06-122-044;	17-06-122-041;
17-06-122-038;	17-06-122-046;
17-06-122-039;	17-06-122-028;
17-06-122-045;	17-06-122-029;
17-06-122-015;	17-06-122-042;
17-06-122-016;	17-06-122-033;
17-06-122-017;	17-06-122-034;
17-06-123-001;	17-06-123-025;
17-06-123-002;	17-06-123-014;
17-06-123-003;	17-06-123-015;
17-06-123-004;	17-06-123-016;
17-06-123-005;	17-06-123-017;
17-06-123-006;	17-06-123-018;
17-06-123-026;	17-06-123-019;
17-06-123-011;	17-06-123-020.

3. Project:

Full chiller plant replacement including both existing water-cooled chillers and cooling towers including structural beams to support tower cells on the roof. Replace chilled water and condenser water pumps, add switch valves for the dual system, add piping, insulation, valves, and flex connectors from the dual system to the AHU unit, and provide dedicated electrical components for the chillers.

4. Amount of Redevelopment Area Increment:

Not to exceed \$5,300,000.

5. Project Budget:

a. Scope	Project Budget	TIF Request
Design	\$ 530,000	\$ 530,000
Construction	4,213,500	4,213,500
Environmental	265,000	265,000
Project Implementation	291,500	291,500
Total:	\$ 5,300,000	\$5,300,000

6. TIF-Funded Improvements:

Full chiller plant replacement including both existing water-cooled chillers and cooling towers including structural beams to support tower cells on the roof. Replace chilled water and condenser water pumps, add switch valves for the dual system, add piping, insulation, valves, and flex connectors from the dual system to the AHU unit, and provide dedicated electrical components for the chillers.

7. Redevelopment Area:

Humboldt Park Commercial.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on June 27, 2001, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Project Area as a "Redevelopment Project Area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FOR FULL ROOF REPLACEMENT, TARGETED MASONRY REPAIR AND REPLACEMENT OF PLAYLOT AND EXISTING ASPHALT PAVEMENT AREAS AT IRVIN C. MOLLISON ELEMENTARY SCHOOL, 4415 S. DR. MARTIN LUTHER KING JR. DR.

[O2023-0005066]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 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 a full roof replacement, targeted masonry repair and replacement of playlot and existing asphalt pavement areas at Irvin C. Mollison Elementary School, located at 4415 South Dr. Martin Luther King Jr. Drive, located in the 3rd Ward (O2023-0005066), in the amount of up to \$2,900,000, 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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:

Irvin C. Mollison Elementary School.

2. Property:

a. Common Address:

4415 South Dr. Martin Luther King Jr. Drive
Chicago, Illinois 60653.

b. Permanent Index Numbers ("PINs"):

20-03-407-049;

20-03-407-050.

3. Project:

a. Provide a full roof replacement and targeted masonry repair at main building.

b. Replace the existing playlot with a poured-in-place (PIP) rubber surface play area and replace existing asphalt pavement areas with artificial turf field surrounded with two-lane polyurethane rubber surface running track.

4. Amount of Redevelopment Area Increment:

Not to exceed \$2,900,000.

5. a. Project Budget:

Scope	Site Improvements	Roof/Masonry	Total	TIF Request
Design	\$ 250,000	\$ 330,000	\$ 580,000	
Construction	1,987,500	2,623,500	4,611,000	
Environmental	125,000	165,000	290,000	
Project Implementation	137,500	181,500	319,000	
Total:	\$2,500,000	\$3,300,000	\$5,800,000	\$2,900,000

b. Sources:

Sources	Amount
Chicago Public Schools or Other Sources	\$2,900,000
47 th /King Drive TIF Fund	2,900,000
Total:	\$5,800,000

6. TIF-Funded Improvements:

- a. Provide a full roof replacement and targeted masonry repair at main building.
- b. Replace the existing playlot with a poured-in-place (PIP) rubber surface play area and replace existing asphalt pavement areas with artificial turf field surrounded with two-lane polyurethane rubber surface running track.

7. Redevelopment Area:

47th/King Drive.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on March 27, 2002, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Project 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 \$2,900,000 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."

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO BOARD OF EDUCATION
FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FOR FIRE
ALARM SYSTEM REPLACEMENT AT FRIEDRICH W. VON STEUBEN
METROPOLITAN SCIENCE HIGH SCHOOL, 5039 N. KIMBALL AVE.

[O2023-0005062]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 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 a fire alarm system replacement at Friedrich W. Von Steuben Metropolitan Science High School, located at 5039 North Kimball Avenue, located in the 39th Ward (O2023-0005062), in the amount of up to \$2,500,000, 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a 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:

Friedrich W. Von Steuben Metropolitan Science High School.

2. Property:

a. Common Address:

5039 North Kimball Avenue
Chicago, Illinois 60625.

b. Permanent Index Numbers ("PINs"):

13-11-404-040.

3. Project:

Provide replacement of the existing fire alarm system at main building.

4. Amount of Redevelopment Area Increment:

Not to exceed \$2,500,000.

5. Project Budget:

Scope	Project Budget	TIF Request
Design	\$ 250,000	\$ 250,000
Construction	1,987,500	1,987,500
Environmental	125,000	125,000
Project Implementation	137,500	137,500
Total:	\$2,500,000	\$2,500,000

6. TIF-Funded Improvements:

Provide replacement of the existing fire alarm system at main building.

7. Redevelopment Area:

Lawrence/Kedzie.

8. TIF Ordinances (including any amendments):

Under ordinances adopted on February 16, 2000, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Redevelopment Area; (ii) designated the Redevelopment Project Area as a "Redevelopment Project Area" within the requirements of the Act; and (iii) adopted tax increment financing for the Redevelopment Area.

SECOND AMENDMENT TO CLARK/MONTROSE REDEVELOPMENT PROJECT
AREA TAX INCREMENT FINANCE PROGRAM REDEVELOPMENT PLAN AND
PROJECT.

[O2023-0005098]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Second Amendment to the Clark/Montrose Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project, located in the 40th, 46th and 47th Wards (O2023-0005098), 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 31, 2023 (Alderspersion Matthew Martin (47th Ward) -- Rule 14).

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, Mosley, 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, Manaa-Hoppenworth, Hadden, Silverstein -- 49.

Nays -- None.

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

Alderperson Martin abstained from voting pursuant to Rule 14 of the City Council's Rules of Order and Procedure.

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on July 7, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 6341 to 6433, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Clark/Montrose Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on April 24, 2020, and published in the *Journal* for such date at pages 15296 through 15299 ("Amendment Number 1" and, together with the Original Plan, the "Plan"); and

WHEREAS, The Original Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be July 7, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478, which became effective November 1, 1999, amended Section 11-74.4-3(n)(3) of the Act, among other things, to provide that the estimated dates of completion of certain redevelopment projects and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, Amendment Number 1 extended the completion date of redevelopment projects and retirement of obligations issued to finance redevelopment project costs in the Area to December 31, 2023; and

WHEREAS, Public Act 102-0818 (the "Amendatory Act"), which became effective May 13, 2022, amended the Act, among other things, to add the Area to the list of authorized redevelopment project areas set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; and

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

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

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

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

SECTION 2. Approval of Amendment Number 2 To The Plan. "Amendment Number 2 to the Clark/Montrose Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act. The Corporate Authorities further hereby find that the total estimated redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(9) of the Act.

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

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

SECTION 6. Effective Date. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*Amendment No. 2 To The Clark/Montrose Redevelopment Project Area
Tax Increment Finance Redevelopment Plan And Project.*

1. Under Section V entitled "Clark/Montrose Redevelopment Project", Sub-section E, entitled "Issuance of Obligations", the first sentence of the second paragraph is amended to read as follows:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

2. Under Section V entitled "Clark/Montrose Redevelopment Project", Sub-section N, entitled "Phasing and Scheduling of Redevelopment", the last sentence of the paragraph is amended to read as follows:

"The estimated completion date of the Redevelopment Project shall be no later than December 31, 2035."

3. Under Section V entitled "Clark/Montrose Redevelopment Project", Sub-section C, entitled "Estimated Redevelopment Project Activities and Costs", Table 1 is deleted in its entirety and replaced with the following:

Table 1.

Estimated Redevelopment Project Costs.

Eligible Expense	Estimated Costs*
Analysis, Administration, Studies, Surveys, Legal, Marketing, et cetera	\$ 1,000,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation	5,500,000
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements and Rehabilitation Cost	10,000,000
Affordable Housing Construction	10,000,000
Public Works and Improvements, including streets and utilities, parks open space, public facilities (schools and other public facilities)	10,000,000
Job Training, Retraining, Welfare to Work	500,000
Relocation Costs	50,000
Interest Subsidy (Developer Interest Costs)	1,534,451
Day Care	1,000
Total Redevelopment Costs:	\$38,585,451

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

SECOND AMENDMENT TO GALEWOOD/ARMITAGE INDUSTRIAL
REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCE PROGRAM
REDEVELOPMENT PLAN AND PROJECT.

[O2023-0005099]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Second Amendment to the Galewood/Armitage Industrial Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project, located in the 29th, 36th and 37th Wards (O2023-0005099), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on July 7, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 6234 to 6340, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Galewood/Armitage Industrial Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on May 12, 2010, and published in the *Journal* for such date at pages 89655 to 89664 ("Amendment Number 1" and, together with the Original Plan, the "Plan"); and

WHEREAS, The Original Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be July 7, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478, which became effective November 1, 1999, amended Section 11-74.4-3(n)(3) of the Act, among other things, to provide that the estimated dates of completion of certain redevelopment projects and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, Amendment Number 1 extended the completion date of redevelopment projects and retirement of obligations issued to finance redevelopment project costs in the Area to December 31, 2023; and

WHEREAS, Public Act 102-1113 (the "Amendatory Act"), which became effective December 21, 2022, amended the Act, among other things, to add the Area to the list of authorized redevelopment project areas set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; and

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

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

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

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

SECTION 2. Approval Of Amendment Number 2 To The Plan. "Amendment Number 2 to the Galewood/Armitage Industrial Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project," a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act. The Corporate Authorities further hereby find that the total estimated redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(9) of the Act.

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

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

SECTION 6. Effective Date. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*Amendment No. 2 To The Galewood/Armitage Industrial Redevelopment Project
Area Tax Increment Finance Program Redevelopment Plan And Project.*

1. Under Section V entitled "Galewood/Armitage Industrial Redevelopment Project", Sub-section D, entitled "Issuance of Obligations", the first sentence of the second paragraph is amended to read as follows:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

2. Under Section V entitled "Galewood/Armitage Industrial Redevelopment Project", Sub-section F, entitled "Anticipated Equalized Assessed Valuation", the last sentence of the paragraph is amended to read as follows:

"In addition, as described in Section M of the Plan, 'Phasing and Scheduling of Redevelopment,' public improvements and the expenditure of Redevelopment Project Costs may be necessary in furtherance of the Plan throughout the period that the Plan is in effect."

3. Under Section V entitled "Galewood/Armitage Industrial Redevelopment Project", Sub-section M, entitled "Phasing and Scheduling of Redevelopment", the second sentence of the paragraph is amended to read as follows:

"It is expected that while this Plan is in effect for the Redevelopment Project Area, numerous public/private improvements and developments can be expected to take place."

4. Under Section V entitled "Galewood/Armitage Industrial Redevelopment Project", Sub-section B, entitled "Estimated Redevelopment Project Activities and Costs", the second sentence in the last paragraph is amended to read as follows:

"These upper limit expenditures are potential costs to be expended over the life of the Redevelopment Project Area."

5. Under Section V entitled "Galewood/Armitage Industrial Redevelopment Project", Sub-section B, entitled "Estimated Redevelopment Project Activities and Costs", Table 1 is deleted in its entirety and replaced with the following:

Table 1.

Estimated Redevelopment Project Costs.

Eligible Expense	Estimated Costs
Analysis, Administration, Studies, Surveys, Legal, Marketing, et cetera	\$ 2,500,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation	38,000,000
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements and Rehabilitation Cost	54,158,000
Affordable Housing Construction	10,000,000
Public Works and Improvements, including streets and utilities, parks open space, public facilities (schools and other public facilities)	50,000,000
Job Training, Retraining, Welfare to Work	5,200,000
Relocation Costs	750,000
Interest Subsidy (Developer Interest Costs)	2,000,000
Day Care	1,229
Total Redevelopment Costs:	\$162,609,229

FOURTH AMENDMENT TO WOODLAWN REDEVELOPMENT PROJECT
AREA TAX INCREMENT FINANCE PROGRAM ELIGIBILITY STUDY,
REDEVELOPMENT PLAN AND PROJECT.

[O2023-0005100]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Fourth Amendment to the Woodlawn Redevelopment Project Area Tax Increment Financing Eligibility Study, Redevelopment Plan and Project, located in the 5th and 20th Wards (O2023-0005100), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on January 20, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 87763 to 87861, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Woodlawn Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to ordinances adopted on December 14, 2011, and published in the *Journal* for such date at pages 17261 to 17330 ("Amendment Number 1"), on October 14, 2015, and published in the *Journal* for such date at pages 8559 to 8562 ("Amendment Number 2") and on April 24, 2020, and published in the *Journal* for such date at pages 15330 to 15333 ("Amendment Number 3" and, and together with the Original Plan and Amendment Number 1 and Amendment Number 2, the "Plan"); and

WHEREAS, The Original Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be January 20, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478, which became effective November 1, 1999, amended Section 11-74.4-3(n)(3) of the Act, among other things, to provide that the estimated dates of completion of certain redevelopment projects and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, Amendment Number 3 extended the completion date of redevelopment projects and retirement of obligations issued to finance redevelopment project costs in the Area to December 31, 2023; and

WHEREAS, Public Act 102-0818 (the "Amendatory Act"), which became effective May 13, 2022, amended the Act, among other things, to add the Area to the list of authorized redevelopment project areas set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; and

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

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

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

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

SECTION 2. Approval of Amendment Number 4 To The Plan. "Amendment Number 4 to the Woodlawn Redevelopment Project Area Tax Increment Financing Eligibility Study, Redevelopment Plan and Project", a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 4, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act. The Corporate Authorities further hereby find that the total estimated redevelopment project costs set forth in the Plan, as amended by Amendment Number 4, conform to the provisions of Section 11-74.4-3(n)(9) of the Act.

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

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

SECTION 6. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

Exhibit "A".

Amendment No. 4 To The Woodlawn Redevelopment Project Area Tax Increment Financing Eligibility Study, Redevelopment Plan And Project.

1. Under Section 6, "Financial Plan", Sub-section "Phasing and Scheduling of the Redevelopment," the last sentence of the paragraph is amended to read as follows:

"The completion date for the Woodlawn Redevelopment Plan shall be no later than December 31, 2035."

2. Under Section 6 entitled "Financial Plan", Sub-section "Issuance of Obligations," the first sentence of the second paragraph is amended to read as follows:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

3. Under Section 6 entitled "Financial Plan", Sub-section B, entitled "Estimated Redevelopment Project Costs", Table 2 is deleted in its entirety and replaced with the following:

Table 2.

Estimated TIF Eligible Costs.

Eligible Expense	Estimated Costs
Analysis, Administration, Studies, Surveys, Legal, Marketing, et cetera	\$ 2,500,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation	28,742,495
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements and Rehabilitation Cost	30,000,000
Affordable Housing Construction	15,000,000
Public Works and Improvements, including streets and utilities, parks open space, public facilities (schools and other public facilities)	30,000,000
Job Training, Retraining, Welfare to Work	5,000,000
Relocation Costs	750,000
Interest Subsidy (Developer Interest Costs)	5,000,000
Day Care	--
Total Redevelopment Costs:	\$116,992,495

4. Under Section 7, "Required Findings and Tests", Sub-section "Dates of Completion", the paragraph is amended to read as follows:

"The redevelopment project described in this Woodlawn Redevelopment Plan shall be completed and all obligations retired by December 31, 2035."

THIRD AMENDMENT TO 24TH/MICHIGAN REDEVELOPMENT PROJECT AREA
TAX INCREMENT FINANCE PROGRAM REDEVELOPMENT PLAN AND
PROJECT.

[O2023-0005096]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Third Amendment to the 24th/Michigan Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project, located in the 3rd, 4th and 11th Wards (O2023-0005096), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on July 21, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 8099 to 8210 and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council (the "Corporate Authorities") of the City of Chicago (the "City"): (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "24th/Michigan Redevelopment Project Area" (the "Area") (the "Original Plan Ordinance"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "Designation Ordinance"); and (iii) adopted tax increment financing for the Area (the "TIF Adoption Ordinance" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "TIF Ordinances"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on February 16, 2000, and published in the *Journal* for such date at pages 25569 through 25571 ("Amendment Number 1"); and on June 12, 2019, and published in the *Journal* for such date at pages 554 through 625 ("Amendment Number 2", and together with the Original Plan and Amendment Number 1, the "Plan"); and

WHEREAS, The Original Plan established the estimated dates of completion of the redevelopment project described in the Original Plan and of the retirement of obligations issued to finance redevelopment project costs to be July 21, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478, which became effective November 1, 1999, amended Section 11-74.4-3(n)(3) of the Act, among other things, to provide that the estimated dates of completion of certain redevelopment projects and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, Amendment Number 2 extended the completion date of redevelopment projects and retirement of obligations issued to finance redevelopment project costs in the Area to December 31, 2023; and

WHEREAS, Public Act 102-0818 (the "Amendatory Act"), which became effective May 13, 2022, amended the Act, among other things, to add the Area to the list of authorized redevelopment project areas set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; now, therefore,

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

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

SECTION 2. Approval Of Amendment Number 3 To The Plan. "Amendment Number 3 to the 24th/Michigan Redevelopment Project Area Tax Increment Finance Program Redevelopment Plan and Project," a copy of which is attached hereto as Exhibit A, is hereby approved.

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

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

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

SECTION 6. Effective Date. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*Amendment No. 3 To The 24th/Michigan Redevelopment Project Area
Tax Increment Finance Program Redevelopment Project And Plan.*

1. In Section 5 entitled "24th/Michigan Redevelopment Project", Sub-section E, entitled "Issuance of Obligations", the first sentence in the second paragraph shall be deleted and replaced with the following:

"The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31, 2035."

2. In Section 5 entitled "24th/Michigan Redevelopment Project", Sub-section N, entitled "Phasing and Scheduling of Redevelopment," delete and replace with the following:

"A phased implementation strategy will be used to achieve a timely and orderly redevelopment of the Redevelopment Project Area. It is expected that over the 35 years that this Plan is in effect for the Redevelopment Project Area, numerous public/private improvements and developments can be expected to take place. The specific time frame and financial investment will be staged in a timely manner. Development within the Redevelopment Project Area intended to be used for housing and commercial purposes will be staged consistently with the funding and construction of infrastructure improvements, and private sector interest in new industrial facilities. City expenditures for Redevelopment Project Costs will be carefully staged on a reasonable and proportional basis to coincide with expenditures in redevelopment by private developers. The estimated completion date of the Redevelopment Project shall be no later than December 31, 2035."

SECOND AMENDMENT TO 111TH STREET/KEDZIE AVENUE BUSINESS DISTRICT REDEVELOPMENT PROJECT AREA REDEVELOPMENT PLAN AND PROJECT.

[O2023-0005097]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred an ordinance concerning the Second Amendment to the 111th Street/Kedzie Avenue Business District Redevelopment Project Area Redevelopment Plan and Project, located in the 19th Ward (O2023-0005097), 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted on September 29, 1999, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at pages 11412 to 11505, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "*Act*"), the City Council (the "*Corporate Authorities*") of the City of Chicago (the "*City*"): (i) approved a redevelopment plan and project (the "*Original Plan*") for a portion of the City known as the "111th Street/Kedzie Avenue Business District Redevelopment Project Area" (the "*Area*") (the "*Original Plan Ordinance*"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act (the "*Designation Ordinance*"); and (iii) adopted tax increment financing for the Area (the "*TIF Adoption Ordinance*" and together with the Original Plan Ordinance and the Designation Ordinance, referred to herein collectively as the "*TIF Ordinances*"); and

WHEREAS, The Corporate Authorities amended the Original Plan Ordinance pursuant to an ordinance adopted on April 24, 2020, and published in the *Journal* for such date at pages 15337 through 15340 ("Amendment Number 1"); and

WHEREAS, The Original Plan established the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs to be September 29, 2022, which date is not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance, and the Corporate Authorities made a finding in the Original Plan Ordinance that such date was not more than twenty-three (23) years from the date of the adoption of the Designation Ordinance in accordance with the provisions of Section 11-74.4-3(n)(3) of the Act in effect on the date of adoption of the TIF Ordinances; and

WHEREAS, Public Act 91-478, which became effective November 1, 1999, amended Section 11-74.4-3(n)(3) of the Act, among other things, to provide that the estimated dates of completion of certain redevelopment projects and retirement of obligations issued to finance redevelopment project costs shall not be later than December 31 of the year in which the payment to the municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, Amendment Number 1 extended the completion date of redevelopment projects and retirement of obligations issued to finance redevelopment project costs in the Area to December 31, 2023; and

WHEREAS, Public Act 102-1113 (the "Amendatory Act"), which became effective December 21, 2022, amended the Act, among other things, to add the Area to the list of authorized redevelopment project areas set forth in Section 11-74.4-3.5(c) of the Act by which redevelopment projects must be completed and obligations issued to finance redevelopment project costs must be retired to be no later than December 31 of the year in which the payment to a municipal treasurer as provided in Section 11-74.4-8(b) of the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year after the year in which the ordinance approving a redevelopment project area is adopted; and

WHEREAS, The Corporate Authorities desire further to amend and supplement the Plan to conform to Section 11-74.4-3.5(c) of the Act, as amended by the Amendatory Act, in accordance with the procedures set forth in Section 11-74.4-3(n)(3) of the Act; and

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

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

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

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

SECTION 2. Approval Of Amendment Number 2 To The Plan. "Amendment Number 2 to the 111th Street/Kedzie Avenue Business District Redevelopment Project Area Redevelopment Plan and Project," a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 3. Finding. The Corporate Authorities hereby find that the estimated dates of completion of the redevelopment project described in the Plan and of the retirement of obligations issued to finance redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(3) and Section 11-74.4-3.5(c) of the Act. The Corporate Authorities further hereby find that the total estimated redevelopment project costs set forth in the Plan, as amended by Amendment Number 2, conform to the provisions of Section 11-74.4-3(n)(9) of the Act.

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

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

SECTION 6. Effective Date. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

*Amendment Number 2 To The 111th Street/Kedzie Avenue Business District
Project Area Redevelopment Project And Plan.*

1. In Section 1 entitled "Introduction," subsection entitled "Tax Increment Financing", in the third indented paragraph, numerate (3) shall be deleted and replaced with the following:

“(3) The redevelopment plan established the estimated dates of completion of the redevelopment project and retirement of obligations issued to finance redevelopment project costs. Those dates may not be later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the redevelopment project area,”

2. In Section 8 entitled “Redevelopment Plan Financing” subsection entitled “Nature and Terms of Obligations to be Issued,” in the second paragraph, the first sentence shall be deleted and replaced with the following:

“All obligations issued by the City pursuant to this Redevelopment Plan and the Act shall be retired no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Project Area was adopted, such ultimate retirement date occurring on December 31, 2035.”

3. In Section 8 entitled “Redevelopment Plan Financing” subsection entitled “Completion of the Redevelopment Project and Retirement of Obligations to Finance Redevelopment Project Costs,” the first sentence of the paragraph shall be deleted and replaced with the following:

“The redevelopment project shall be completed, and all obligations issued to finance redevelopment costs shall be retired, no later than December 31 of the year in which the payment to the City treasurer as provided in the Act is to be made with respect to ad valorem taxes levied in the thirty-fifth calendar year following the year in which the ordinance approving the Redevelopment Project Area is adopted by December 31, 2035.”

4. In Section 8 entitled “Redevelopment Plan Financing,” subsection entitled “Estimated Project Costs,” Table 3. Estimated Redevelopment Project Costs shall be deleted and replaced with the following (associated footnotes to Table 3 in the Plan not amended):

Table 3.

Estimated Redevelopment Project Costs.

Program Action/Improvement	Budget
Analysis, Administration, Studies, Surveys, Legal, Marketing, et cetera	\$ 600,000
Property Assembly including Acquisition, Site Preparation, Demolition, Environmental Remediation	5,500,000
Rehabilitation of Existing Buildings, Fixtures, and Leasehold Improvements and Rehabilitation Cost	9,000,000
Affordable Housing Construction	1,000,000
Public Works and Improvements, including streets and utilities, parks open space, public facilities (schools and other public facilities) (1)	11,120,000
Job Training, Retraining, Welfare to Work	300,000
Relocation Costs	500,000
Interest Subsidy (Developer Interest Costs)	600,000
Day Care	1,005
Total Redevelopment Costs (2) (3):	\$28,621,005

SETTLEMENT AGREEMENT REGARDING CASE OF *BRENT G. HAMPTON, JR.* AS ADMINISTRATOR OF THE ESTATE OF *MICHELLE EWING, DECEASED*, AND *DAHNYEEKAH VOKER*, AS MOTHER AND NEXT FRIEND OF *ELLYANA HAMPTON-VOKER V. CITY OF CHICAGO*.

[Or2023-0005639]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 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: *Brent G. Hampton, Jr. as Administrator of the Estate of Michelle Ewing, deceased, and Dahnyeeekah Voker, as Mother and Next Friend of Ellyana Hampton-Voker v. City of Chicago*, cited as Case Number 2019 L 2879 (Cir. Ct. Cook County, Law Division), in the amount of \$200,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with one (1) dissenting vote from Alderperson Marty Quinn (13th Ward) on October 31, 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, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- Alderperson Quinn -- 1.

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

The following is said order as passed:

Ordered, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Brent G. Hampton, Jr. as Administrator of the Estate of Michelle Ewing, deceased, and Dahnyeeekah Voker, as Mother and Next Friend of Ellyana Hampton-Voker v. City of Chicago*, cited as Case Number 2019 L 2879 (Cir. Ct. Cook County, Law Division), in the amount of \$200,000.

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2023-0005637]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was referred two proposed orders authorizing Charitable Solicitation on the Public Way (Tag Day) permits for: Ronald McDonald House Charities of Chicagoland and Northwest Indiana and Planned Parenthood Federation of America, Inc., 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the Committee on Finance is hereby authorized and directed to issue charitable solicitation (tag day) permits to the following organizations:

- A. Ronald McDonald House Charities of Chicagoland and Northwest Indiana
November 4, 2023 -- Wrigley Field, 1060 West Addison Street, Chicago, IL 60613.
- B. Planned Parenthood Federation of America, Inc.
November 11, 2023 through August 14, 2024 -- citywide.

This order shall take effect and be in force from and after its passage.

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY
DAMAGE, ET CETERA.

[Or2023-0005635]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 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 31, 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, Mosley, 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 -- 50.

Nays -- None.

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

The following is said order as passed:

Ordered, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 4543
and 4544 of this *Journal*.]

City Of Chicago
Journal Report for City Council GL Claims

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
Claimant Type Desc: Property(7)									
MOLITOR	KYLE	1542 W WRIGHTWOOD	CHICAGO	IL	60614	12/28/2022	\$1,200.00	Claimant	1542 W WRIGHTWOOD
Total of Split Claims:		Number	Amount						
		1	\$1,200.00						
Claimant Type Desc: Vehicle(8)									
BREWER	WILLIAM	12620 HILLTOP ST.	CEDAR LAKE	IN	46303	02/26/2023	\$338.20	Claimant	1153 N JEAN BAPTISTE
CHANG	CLAUDIA	3510 W 65TH PL	CHICAGO	IL	60629	04/14/2023	\$335.29	Claimant	425 W 51ST ST
CONNOR	SYBIL	401 E 32ND ST #2109	CHICAGO	IL	60616	04/10/2023	\$512.19	Claimant	1782 N WESTERN AVE
CONNOR	SYBIL	401 E 32ND ST #2109	CHICAGO	IL	60616	04/10/2023	\$60.00	DEPARTMENT OF REVENUE	1782 N WESTERN AVE
FUENTES	KATHRYN	6318 N SPOKANE	CHICAGO	IL	60646	02/07/2023	\$146.90	Claimant	2000 N AUSTIN
FUENTES	KATHRYN	6318 N SPOKANE	CHICAGO	IL	60646	02/07/2023	\$35.00	DEPARTMENT OF REVENUE	2000 N AUSTIN
GALLEGOS	CONNIE	1207 W 33RD PLACE	CHICAGO	IL	60608	05/17/2023	\$352.39	Claimant	1602 W CERMAX
GEBAN	KRYSTAL	1922 W PRATT BLVD. #C7	CHICAGO	IL	60626	03/03/2023	\$134.58	Claimant	4800 N LAKE SHORE DRIVE
GEICO	DARE KATHRYN	ONE GEICO CENTER /ATTN: CASHIERS	MACON	GA	32196	04/24/2022	\$779.47	Claimant	4710 S DUSABLE LAKE
GRANT	STEVEN	1710 SPRUCE AVE.	HIGHLAND PARK	IL	60335	03/22/2022	\$463.09	Claimant	215 N WELLS ST
HILGART	BRUNO	304 PRAIRIE WINDS DRIVE	SAINT CHARLES	IL	60174	03/07/2023	\$79.99	DEPARTMENT OF REVENUE	2219 W MARQUETTE ROAD
JACKSON	ROBERT	1759 N KEDZIE AVE APT 1	CHICAGO	IL	60647	06/10/2023	\$258.25	Claimant	2550 N WESTERN AVE
KHAN	AASMA	1807 N MOHAWK #A	CHICAGO	IL	60614	01/11/2022	\$1,950.00	Claimant	2948 N LEAVITT
LALIOUI	BOUALEM	3107 N. NASHVILLE AVE. #1C	CHICAGO	IL	60634	01/16/2023	\$226.23	Claimant	4404 W WELLINGTON AVE
LEE	MARY	1618 W GRACE ST	CHICAGO	IL	60613	03/02/2023	\$314.96	Claimant	1800 W CONGRESS PKWY
LOFTIS	ARNIE	5948 W SUPERIOR ST #B8	CHICAGO	IL	60644	02/28/2023	\$1,947.83	Claimant	3000 W CHICAGO
MARTINEZ	ERIKA	1340 WINDJAMMER LN	HANOVER PARK	IL	60133	04/07/2023	\$333.26	Claimant	1726 N WESTERN
MCLELLON	FELICIA	7400 S CALUMET AVE	CHICAGO	IL	60619	05/16/2023	\$198.38	Claimant	2741 W CONGRESS
MUELLER	MARY	5539 N LAKEWOOD	CHICAGO	IL	60640	02/17/2023	\$87.50	Claimant	2900 N LAKE SHORE DR
OLDENBURG, JR	JOHN	159 CHATHAM CT #B	BLOOMINGDALE	IL	60108	11/01/2022	\$419.75	Claimant	3150 W ADDISON
RUDERMAN	JON	101 PARK AVE.	GLENCOE	IL	60022	02/23/2023	\$299.36	Claimant	1200 S LAKE SHORE DRIVE
SCHAFER	RYAN	7338 S. CALIFORNIA AVE.	CHICAGO	IL	60629	01/07/2023	\$355.41	Claimant	W 74TH ST & S
STEWART	BRIDGETTE	4000 E. 134TH ST. LOT 446N	CHICAGO	IL	60633	02/02/2023	\$71.94	DEPARTMENT OF REVENUE	2249 E 130TH ST
VAN	WILLIAM	104 S LAFLIN ST #211	CHICAGO	IL	60607	01/29/2023	\$273.03	Claimant	1140 N LAKE SHORE DR

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
ZUIDEMA	ZOE	1344 1/2 WEST ARGYLE STREET APT 2N	CHICAGO	IL	60640	02/12/2023	\$67.17	Claimant	3900 N LAKE SHORE DR
Total of Split Claims:		Number	Amount						
		25	\$10,040.17						
Total of Split Claims:		Number	Amount						
		26	\$11,240.17						

Do Not Pass -- CLAIMS FOR VARIOUS REFUNDS.

[CL2023-0005636]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, small claims division, to which was referred on June 29, 2021 and subsequent dates, sundry claims for various refunds, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes, on October 31, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

[List of claimants printed on page 4546 of this *Journal*.]

City Of Chicago

Denied Claims by Claim Name

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
AKINTADE, VICTORIA A		9/4/23 12:00 AM		2023370301	CROSSTOWN FIBER PH 630.878.7778
ALKODAH, ABDALLAH J		8/2/23 12:00 AM		2023370304	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
BROWN, ATIYYA S		8/1/23 12:00 AM		2023370303	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
BROWN, ROBERT J		3/6/23 12:00 AM	04/19/2023	2023369913	CLAIMANT NO RESPONSE
BUCKNER, MURIEL		9/8/23 12:00 AM		2023370300	COMED PH: 312.394.4321 NOT A CITY OF CHICAGO SEWER
BURDEN, JOSEPH		5/13/23 12:00 AM		2023370272	BIGANE PAVING CO (CONSTRUCTION) CHICAGO ILLINOIS 60642
CAMACHO, DORA E		4/12/23 12:00 AM		2023370281	CITY OF CHICAGO IS NOT LIABLE FOR HIT AND RUN ACCIDENT,
CARSON, TRACHON L		8/22/22 12:00 AM		2023370274	CITY LIGHTS LTD, CHICAGO RIDGE, ILLINOIS 60415
CHARLES, ROBERT B		7/22/23 12:00 AM		2023370275	COMED NORTH OAKBROOK, ILLINOIS
COBB, DELMARIE L		7/2/23 12:00 AM		2023370276	OPEN AND OBVIOUS
DREHMER, CHARLES		8/8/23 12:00 AM		2023370229	RECORDS SHOW VEHICLE WAS TOWED UTILIZING A WHEEL-
ESTEVEZ, CHRISTIAN D		6/6/23 12:00 AM		2023370251	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
GREER, MAURISSA S		8/19/23 12:00 AM		2023370271	CITY NOT LIABLE CONTACT SUMIT CONSTRUCTION CO EMAIL:
HARRIS, DAMASCUS D		8/8/23 12:00 AM		2023370255	CROSSTOWN FIBER, LOMBARD ILLINOIS
HARRIS, SAUNDRA		8/24/23 12:00 AM		2023370291	COMED NORTH OAKBROOK, ILLINOIS
JARVIS, SARAH A		6/8/23 12:00 AM		2023370294	NO SERVICE REQUEST FOUND FOR INCIDENT LOCATION
JOHNSON, JANET		6/29/23 12:00 AM		2023370277	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
JOHNSON, KIMBERLY M		7/1/23 12:00 AM		2023370230	FILE CLAIM WITH URT UNITED ROAD TOWING INC (ATTN
KOMAR, MARK		4/30/23 12:00 AM		2023370268	FILE CLAIM WITH CHICAGO TRANSIT AUTHORITY (CTA) PH:
MAOW, HANA A		3/20/23 12:00 AM		2023370273	TWO CLAIMS SUBMITTED FOR SAME DATE AND LOCATION
O'BANION, DATHON KATRELL		6/3/23 12:00 AM		2023370279	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
OBLAZNY, KRISTEN E		6/29/21 12:00 AM		2021370305	ONE YEAR TO FILE CLAIM FROM INCIDENT DATE
RILEY, DOMINIQUE C		8/4/23 12:00 AM		2023370250	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
SADOF SKY, DON A		5/8/23 12:00 AM		2023370270	BUMP-OUTS DO NOT REQUIRE SIGNS OR NOTICE WHEN
SAPPINGTON, RICKY		7/6/23 12:00 AM		2023370283	CROSSTOWN FIBER, LOMBARD ILLINOIS
SULEJMANOVIC, ADIS		5/11/23 12:00 AM		2023370278	BIGANE PAVING CO (CONSTRUCTION) CHICAGO ILLINOIS
SURGIT, CELAL C		5/10/23 12:00 AM		2023370267	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
SWIECH, ZENOBILUSZ		5/1/23 12:00 AM		2023370227	RECORDS SHOW THAT THE DAMAGE CLAIMED WAS EXISTING
TORRES, BLANCA C		6/29/23 12:00 AM		2023370269	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
TORRES, IVETTE		8/16/23 12:00 AM		2023370228	RECORDS SHOW THAT THE CLAIMANTS VEHICLE WAS TOWED
UMBLES, JACQUELINE		9/3/23 12:00 AM		2023370284	EXISTENCE OF SUCH A CONDITION THAT IS NOT REASONABLY
WANG, DESHUN		4/24/23 12:00 AM	07/19/2023	2023370194	RECORDS SHOW THAT THE VEHICLE WAS TOWED UTILIZING A
WHITMIRE, JESSICA D		10/3/22 12:00 AM		2023370282	SIDEWALK OPEN AND OBVIOUS

Placed On File -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF SEPTEMBER 2023.

[F2023-0005638]

The Committee on Finance submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Finance, to which was submitted a list of cases in which verdicts, judgments or settlements were entered into for the month of September 2023, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the list of cases transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on October 31, 2023.

Respectfully submitted,

(Signed) PAT DOWELL,
Chair.

On motion of Alderperson Dowell, the committee's recommendation was *Concurred In* and said list of cases and report were *Placed on File*.

COMMITTEE ON AVIATION.

EXTENSION AND AMENDMENT OF CONCESSIONAIRE COVID-19 ECONOMIC RELIEF AGREEMENT AT CHICAGO O'HARE INTERNATIONAL AND MIDWAY INTERNATIONAL AIRPORTS.

[O2023-1589/SO2023-0002213]

The Committee on Aviation submitted the following report:

CHICAGO, October 31, 2023.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance (O2023-1589/SO2023-0002213) regarding an extension and amendment of a concessionaire COVID-19 economic relief agreement at Chicago O'Hare International and Midway International Airports, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on October 30, 2023.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City owns and operates Chicago O'Hare International Airport ("O'Hare") and Midway International Airport ("Midway") (the "Airports") and possesses the power and authority to lease its premises and facilities and to grant other rights and privileges with respect thereto; and

WHEREAS, The City is vested with authority to provide for the needs of aviation, commerce, shipping, and traveling to and around the Airports to promote and develop the Airports, and, in the exercise of such power, to enter into agreements with entities to manage City-owned properties at the Airports, upon such terms and conditions as the corporate authorities of the City shall approve; and

WHEREAS, The United States Secretary of Health and Human Services ("HHS") declared a public health emergency on January 31, 2020, under Section 319 of the Public Health Service Act (42 USC 247d) and March 1, 2020, pursuant to Sections 201 and 301 of the National Emergencies Act (50 USC 1601, et seq.,) and consistent with Section 1135 of the Social Security Act (SSA), as amended (42 USC 1320b-5), it was found and proclaimed that the COVID-19 outbreak in the United States constituted a national emergency (the "COVID-19 Pandemic"); and

WHEREAS, The COVID-19 Pandemic led to a dramatic reduction in travel over the course of several years along with additional impacts on the operation of existing concessions and the development of new ones, including significant impacts to the supply chain of goods needed for construction and operation and the availability of labor; and

WHEREAS, On May 20, 2020, this City Council passed an ordinance enabling the Commissioner of the Chicago Department of Aviation ("CDA") ("Commissioner") to provide certain relief to airport concessionaires (as defined by 49 CFR § 23.3) at the Airports ("Concessionaires"), the *Journal of the Proceedings of the City Council of the City of Chicago*, May 20, 2020, pages 16956 -- 16959 ("2020 Ordinance"), which provided for relief in the form of any of the following, as applicable: (A) rent reductions; (B) adjustments to minimum rent; (C) rent deferral; (D) reduced security deposit or letter of credit requirements; (E) relaxation of mandatory minimum or maximum operating space requirements; (F) short extensions of term to extend amortization of costs; (G) authorization of operational alternatives including but not limited to kiosks, retail merchandising units, food carts, mobile drink dispensers and other mobile facilities, subject to applicable ordinances and laws; or (H) other relief consistent with federal airport grant assurances and other legal requirements (the "2020 Relief"); and

WHEREAS, The 2020 Ordinance provided for the 2020 Relief not to exceed three years, and the three-year period for the 2020 Relief began retroactively on April 1, 2020, and ended on March 31, 2023; and

WHEREAS, While the 2020 Relief and additional federal monetary relief provided to Concessionaires was extremely beneficial in allowing Concessionaires to continue operating at the Airports, many Concessionaires, including many Airport Concessionaire Disadvantaged Business Enterprises (ACDBEs) and other small businesses, continue to struggle with having sufficient term remaining in their leases to recoup necessary capital investments in their businesses, and to meet the terms of development schedules set prior to the COVID-19 Pandemic, as well as additional hardships brought about by the effects of the COVID-19 Pandemic; and

WHEREAS, As a result of the continuing impact of the COVID-19 Pandemic, this City Council wishes to extend the authority of the Commissioner to grant additional term extensions to Concessionaires, at the Commissioner's discretion; to alter the schedules of development that had been agreed to prior to the COVID-19 Pandemic; and to alter the terms of limitation on ownership agreed to prior to the COVID-19 Pandemic; and

WHEREAS, Such additional term extensions would be limited to three additional years at Midway, plus an additional year at the City's sole discretion, and to two additional years at O'Hare and all leases which cover both O'Hare and Midway; and

WHEREAS, This City Council hereby finds and determines that the provisions of this Ordinance are public purposes for the benefit of the people of the City and its Airports; and

WHEREAS, This City Council further finds that the purpose of this Ordinance is, in part, to protect and preserve the employment of individuals affected by the economic impacts of the pandemic at the Airports and to stimulate commercial growth and remove economic stagnation that would otherwise occur without the benefits provided in this Ordinance; and now, therefore:

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the criteria in Section 3 of this ordinance, the Commissioner or her designee is hereby authorized to execute, at her discretion, with the approval of the Commissioner of the Department of Business Affairs and Consumer Protection ("BACP"), and the approval of the Corporation Counsel as to form and legality, changes to existing agreements with Concessionaires to provide for: (A) an additional term not to exceed three additional years, plus an additional year at the City's sole discretion, at Midway, and two additional years at O'Hare and all leases which cover both O'Hare and Midway; (B) an update to development schedules set prior to the COVID-19 Pandemic; and (C) an alteration of the terms of limitation on ownership agreed to prior to the COVID-19 Pandemic (the "2023 Relief"). The 2023 Relief must be granted in the form of an amendment to an existing concessions agreement, which amendment must be executed by December 31, 2023. The 2023 Relief is available only to Concessionaires' concession agreements in effect at the time of the passage of this ordinance, including those concessions agreements on a month-to-month tenancy. The 2023 Relief may be conditioned on Concessionaires' compliance with such requirements as are determined by the Commissioner to serve the interests of the City in maintaining a strong and resilient concessions program at the Airports. To implement this section, the Commissioner may amend agreements with Concessionaires. Such amendments may not revisit contract terms unrelated to the 2023 Relief under this section if not at least as favorable to the City as those in the currently applicable agreement.

SECTION 3. The Commissioner's exercise of authority under Section 2 of this ordinance shall be applied in accordance with Federal Aviation Administration guidance as well as other applicable legal requirements and applied objectively and uniformly to similarly situated businesses.

SECTION 4. The Commissioner, with the advice and consent of the Corporation Counsel and the Commissioner of BACP, is authorized to promulgate rules governing the programs and 2023 Relief described in the sections above. CDA will notify the City Council Committee on Aviation within 30 days of the promulgation of such rules and any amendments made thereto.

SECTION 5. The Commissioner and her designees are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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 Committee on Aviation submitted the following report:

CHICAGO, October 31, 2023.

To the President and Members of the City Council:

Your Committee on Aviation, to which was referred an ordinance (O2023-0004942) regarding a 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, and having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on October 30, 2023.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit under Article VII 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 owns and, through its Chicago Department of Aviation ("CDA"), operates Chicago O'Hare International Airport ("O'Hare") and Chicago Midway International Airport ("Midway", and, together with O'Hare, the "Airports"); and

WHEREAS, The City and Chicago Concourse Development Group, LLC ("Licensee") have entered into that certain License Agreement for Wireless Communications Access System (the "Original Agreement"), effective as of November 17, 2005, pursuant to an ordinance approved by the City Council of the City ("City Council") on September 14, 2005 (*Journal of the Proceedings of the City Council of the City of Chicago, Illinois*, September 14, 2005, pages 56217 -- 56223); and

WHEREAS, Pursuant to the Original Agreement, the Licensee is granted a license at the Airports to, among other things, construct, install, maintain and operate a wireless communication access system and to use such system to provide communication services at the Airports; and

WHEREAS, The City and Licensee have entered into that certain Amendment and Modification to Concession Agreement for COVID-19 Relief, effective as of May 9, 2022 (the "First Amendment" and, together with the Original Agreement and any prior amendment, supplement or modification thereto, the "Agreement"), pursuant to an ordinance approved by City Council on May 20, 2020 (*Journal of the Proceedings of the City Council of the City of Chicago, Illinois*, May 20, 2020, pages 16956 -- 16959), to, among other things, extend the term of the Agreement to March 31, 2023; and

WHEREAS, Beginning April 1, 2023, and pursuant to Section 3.3 of the Agreement, Licensee has operated the license on a month-to-month basis under the same terms and conditions as the Agreement; and

WHEREAS, City and Licensee desire to enter into an amendment to the Agreement pursuant to which the term of the Agreement would be extended for a period not to exceed five years; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. The Commissioner of CDA ("Commissioner"), is hereby authorized to execute, at the Commissioner's discretion, an amendment to the Agreement with Licensee to provide for an extension of term not to exceed an additional five years (the "Proposed Amendment"). The Proposed Amendment must be in substantially the form of the amendment attached hereto as Exhibit A. The Proposed Amendment may not revisit contract terms unrelated to the term extension described under this section if not at least as favorable to the City as those in the Agreement.

SECTION 3. The Commissioner, or the designee of the Commissioner, is authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

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

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

Exhibit "A".

*Form Of Second Amendment To License Agreement For
Wireless Communications Access System.*

This Second Amendment to License Agreement for Wireless Communications Access System (this "Amendment") dated _____, 2023 (the "Amendment Date"), is by and

between the City of Chicago, an Illinois municipal corporation and home rule unit of local government under the Constitution of the State of Illinois (the "City"), and Chicago Concourse Development Group, LLC, a Delaware limited liability company ("Licensee"). All capitalized terms used herein and not defined herein shall have the meanings set forth in the hereinafter defined Agreement.

Witnesseth:

Whereas, The City and Licensee previously entered into that certain License Agreement for Wireless Communications Access System (the "Original Agreement"), effective as of November 17, 2005, pursuant to which Licensee is granted a license at Chicago O'Hare International Airport and Chicago Midway International Airport (the "Airports") to, among other things, construct, install, maintain and operate a wireless communication access system and to use such system to provide communication services; and

Whereas, On May 20, 2020, the City Council of the City ("City Council") approved an ordinance titled Provision of COVID-19 Related Relief for Chicago O'Hare and Midway International Airports Concessionaires (*Journal of the Proceedings of the City Council of the City of Chicago, Illinois*, May 20, 2020, pages 16956 -- 16959) (the "2020 Ordinance"), enabling the Commissioner of the Chicago Department of Aviation (the "Commissioner"), to provide certain relief to airport concessionaires, including extending the term of existing airport concessions agreements; and

Whereas, Pursuant to the 2020 Ordinance, the City and Licensee have previously entered into that certain Amendment and Modification to Concession Agreement for COVID-19 Relief, effective as of May 9, 2022 (the "First Amendment" and, together with the Original Agreement and any prior amendment, supplement or modification thereto, the "Agreement"), to, among other things, extend the term of the Agreement to March 31, 2023; and

Whereas, Pursuant to Section 3.3 of the Agreement, Licensee currently operates the license on a month-to-month basis under the same terms and conditions as the Agreement; and

Whereas, On _____, 2023, City Council approved an ordinance titled _____ (*Journal of the Proceedings of the City of Chicago, Illinois*, _____, 2023, pages _____) (the "2023 Ordinance"), enabling the Commissioner to amend the existing Agreement, to extend the term of such concession agreement; and

Whereas, Pursuant to the 2023 Ordinance, the City and the Licensee desire to execute this Amendment to the Agreement to extend the term of the Agreement; and

Now Therefore, In consideration of the premises, the parties hereto hereby agree as follows:

Section 1. Amendments.

1.01 The Term of the Agreement shall be and is hereby modified and extended such that said Term began on Commencement Date and will expire at 11:59 P.M. (Chicago time) on _____, 20__ (the "Term"). All terms and provisions of the Agreement shall be applicable during the Term as extended by this Amendment, and unless context otherwise specifically requires, all references in the Agreement to "Term" shall include the Term as modified by this Amendment.

1.02 A new Section 7.18 is hereby added to the Agreement and shall read as follows:

7.18 Firearms at the Airport. Except for authorized members of the Chicago Department of Police and State and Federal Law Enforcement officers, no one is permitted to carry a firearm or any other weapon on or into any building, real property, or parking area under the control of O'Hare or Midway International Airports. Under 430 ILCS 66 (the "Illinois Concealed Carry Act"), a license to carry a concealed firearm does Not entitle the licensee to carry a firearm on or into any building, real property, or parking area under the control of an airport and doing so is a violation of the Concealed Carry Act and other laws, rules, and regulations. Violation of the Illinois Concealed Carry Act and carrying a firearm or other weapons on or into any building, real property, or parking area under the control of O'Hare or Midway Airports may result in severe penalties, including but not limited to imprisonment and permanent revocation of the violator's access to restricted areas of O'Hare and Midway International Airports.

Section 2. Miscellaneous.

Except as specifically amended herein, the Agreement shall continue in full force and effect in accordance with its original terms. Reference to this specific Amendment need not be made in any document, agreement, letter, certificate, the Agreement or any communication issued or made subsequent to or with respect to the Agreement, it being hereby agreed that any reference to the Agreement shall be sufficient to refer to the Agreement, as hereby amended. In case any one or more of the provisions contained herein should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired hereby. This Amendment And Any Claims, Controversy, Dispute Or Cause Of Action (Whether In Contract Or Tort Or Otherwise) Based Upon, Arising Out Of Or Relating To This Amendment And The Transactions Contemplated Hereby And Thereby Shall Be Governed By, And Construed In Accordance With, The Law Of The State Of Illinois.

This Amendment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the parties. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations of agreements. Except as expressly provided herein, the provisions of the Agreement remain unmodified and in full force and effect.

Neither party shall charge any official, employee or agent of the other party personally with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Amendment or because of such party's execution, attempted execution or any breach of this Amendment.

This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Amendment may be delivered by the exchange of signed signature pages by facsimile transmission or by e-mail with a PDF copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

In Witness Whereof, the parties hereto have caused this Amendment to be duly executed and delivered by their respective officers hereunto duly authorized as of the Amendment Date.

Chicago Concourse Development Group, LLC

By: _____
Chief Financial Officer

City of Chicago

By: _____
Commissioner of Aviation

Date: _____

COMMITTEE ON COMMITTEES AND RULES.

CORRECTION OF CITY COUNCIL JOURNAL OF PROCEEDINGS OF
SEPTEMBER 14, 2023.

[O2023-0005443]

The Committee on Committees and Rules submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed ordinance correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of September 14, 2023 (O2023-0005443), begs leave to recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance reclassifying the area shown on Map Number 2-H, as amended, which was passed on September 14, 2023, and printed in the *Journal of the Proceedings of the City Council of the City of Chicago* on pages 2938 through 2976 is hereby corrected by deleting: "Document Number 22207", "Common Address: 2450 West Chicago Avenue" and "Document Number O2023-2254/O2023-0002149" appearing, respectively, in the third, fourth and fifth lines from the top of page 2938 and inserting in lieu thereof: "Application Number 22206", "Common Address: 1801 -- 1853 West Jackson Boulevard and 301 South Damen Avenue" and "Document Number [O2023-2254/SO2023-0002142]".

SECTION 2. This ordinance shall take effect after its passage.

RE-REFERRAL OF PROPOSED RESOLUTION TO COMMITTEE ON ENVIRONMENTAL PROTECTION AND ENERGY.

The Committee on Committees and Rules submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed resolution calling for a hearing on proposed rate hikes by Peoples Gas Company (R2023-0004577), begs leave to recommend that Your Honorable Body *Re-refer* said resolution to the Committee on Environmental Protection and Energy.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed resolution was *Re-referred to the Committee on Environmental Protection and Energy* by yeas and nays as follows:

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

Nays -- None.

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

RE-REFERRAL OF PROPOSED APPOINTMENTS AND REAPPOINTMENTS TO
COMMITTEE ON HEALTH AND HUMAN RELATIONS.

The Committee on Committees and Rules submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration the following appointments and reappointments:

Reappointment of Maliyah Arnold to the Advisory Council on LGBTQ+ Issues;
[A2023-0004964]

Reappointment of Donald M. Bell to the Advisory Council on LGBTQ+ Issues;
[A2023-0004975]

Reappointment of Stephanie Clark to the Advisory Council on LGBTQ+ Issues;
[A2023-0004980]

Reappointment of Jin-Soo Huh to the Advisory Council on LGBTQ+ Issues;
[A2023-0004968]

Appointment of Kristen N. Kaza to the Advisory Council on LGBTQ+ Issues;
[A2023-0004984]

Reappointment of Cornelius Lee to the Advisory Council on LGBTQ+ Issues;
[A2023-0004973]

Reappointment of Pamela Lightsey to the Advisory Council on LGBTQ+ Issues;
[A2023-0004974]

Appointment of Sanjeev Singh to the Advisory Council on LGBTQ+ Issues;
[A2023-0004983]

Reappointment of Butch Trusty to the Advisory Council on LGBTQ+ Issues;
[A2023-0004963]

Reappointment of Vic R. Wynter to the Advisory Council on LGBTQ+ Issues;
[A2023-0004982]

Reappointment of Sara D. Miranda to the Advisory Council on New Americans;
[A2023-0005023]

begs leave to recommend that Your Honorable Body *Re-refer* said appointments and reappointments to the Committee on Health and Human Relations.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed appointments and reappointments were *Re-referred to the Committee on Health and Human Relations* by yeas and nays as follows:

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

Nays -- None.

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

RE-REFERRAL OF PROPOSED ORDINANCE TO COMMITTEE ON HOUSING AND REAL ESTATE.

The Committee on Committees and Rules submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed ordinance implementing a 30-day advance notice to alderpersons when any public or private property in ward will be designated as temporary residential shelter for more than 12 individuals (O2023-0004225), begs leave to recommend that Your Honorable Body *Re-refer* said ordinance to the Committee on Housing and Real Estate.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance 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, Mosley, 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 -- 50.

Nays -- None.

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

RE-REFERRAL OF PROPOSED ORDINANCE TO JOINT COMMITTEE ON HEALTH AND HUMAN RELATIONS, COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT AND COMMITTEE ON WORKFORCE DEVELOPMENT.

The Committee on Committees and Rules submitted the following report:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed ordinance for an amendment of the Municipal Code by adding new "Peacebook Ordinance" establishing Neighborhood and City-wide Peace Commissions to implement initiatives for peacekeeping activities (O2023-0004216), begs leave to recommend that Your Honorable Body *Re-refer* said ordinance to the Joint Committee on the Committee on Health and Human Relations, the Committee on Education and Child Development and the Committee on Workforce Development (with a simultaneous delegation by the workforce committee to its youth employment subcommittee).

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance was *Re-referred to the Joint Committee comprised of the members of the Committee on Health and Human Relations, the Committee on Education and Child Development and the Committee on Workforce Development (with a simultaneous delegation by the workforce committee to its youth employment subcommittee)* by yeas and nays as follows:

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

Nays -- None.

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

Action Deferred -- RE-REFERRAL OF RESOLUTION REGARDING SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT MARCH 19, 2024 ELECTION PROPOSING TO ALLOW VOTERS TO DETERMINE IF CHICAGO SHOULD CONTINUE TO KEEP ITS DESIGNATION AS SANCTUARY CITY.

[R2023-0004224]

The Committee on Committees and Rules submitted the following report which was, on motion of Alderpersons Vasquez and Ramirez-Rosa, *Deferred* and ordered published:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed resolution for submission of a public question by referendum to Chicago voters at the March 19, 2024 election proposing to allow voters to determine if Chicago should continue to keep its designation as Sanctuary City (R2023-0004224), begs leave to recommend that Your Honorable Body re-refer said resolution to the Committee on Committees and Rules.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

Action Deferred -- APPROVAL OF PUBLIC QUESTION SUBMISSION BY REFERENDUM TO CHICAGO VOTERS FOR CERTAIN NEW CHICAGO REAL ESTATE TRANSFER TAX RATES TO COMBAT HOMELESSNESS WITH SERVICES AND SHELTER.

[R2023-0004166]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderpersons Ramirez-Rosa, Martin and Hadden, *Deferred* and ordered published:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed resolution for approval of a public question for submission by referendum to Chicago voters for certain new Chicago Real Estate Transfer Tax Rates to combat homelessness with services and shelter (R2023-0004166), begs leave to recommend that Your Honorable Body adopt said proposed resolution.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, The City of Chicago is a home rule unit under Article VII of the Constitution of the State of Illinois; and

WHEREAS, Pursuant to Section 8-3-19 of the Illinois Municipal code, 65 ILCS 5/8-3-19, a home rule municipality may impose or increase a tax or fee on the privilege of transferring title to real estate, on the privilege of transferring a beneficial interest in real property, and on the privilege of transferring a controlling interest in a real estate entity, with prior referendum approval; and

WHEREAS, The City of Chicago currently imposes a real estate transfer tax rate of \$3.75 for every \$500 of transfer price, or fraction thereof, the primary incidence of which is on the buyer, pursuant to Section 3-33-030(A) of the Municipal Code of Chicago ("Code") (the "City Portion"); and

WHEREAS, A supplemental tax at the rate of \$1.50 per \$500 of the transfer price, or fraction thereof, is imposed pursuant to Section 3-33-030(F) of the Code for the purpose of providing financial assistance to the Chicago Transit Authority (the "CTA Portion"); and

WHEREAS, The City seeks to change the City Portion of the real estate transfer tax by decreasing the current rate of \$3.75 for every \$500 of the transfer price, or fraction thereof, to \$3 for every \$500 of the transfer price, or fraction thereof, for that part of the transfer price under \$1,000,000 and increasing the rate to \$10 for every \$500 of the transfer price, or fraction thereof, for that part of the transfer price between \$1,000,000 and \$1,500,000 (inclusive) and to \$15 for every \$500 of the transfer price, or fraction thereof, for that part of the transfer price exceeding \$1,500,00; and

WHEREAS, The change would concern only the City Portion of the tax, and there would be no change to the rate of the CTA Portion of the tax; and

WHEREAS, The additional revenue over the amount generated from the current rate shall be deposited in a fund to be dedicated to combating homelessness, including providing permanent affordable housing and the services necessary to obtain and maintain permanent housing; and

WHEREAS, The City Council of the City of Chicago hereby finds it in the best interest of the City to impose such a change to the real estate transfer tax to address the City's significant problem with homelessness; now, therefore,

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

SECTION 1. The foregoing recitals are incorporated herein by reference.

SECTION 2. In accordance with Section 8-3-19 of the Illinois Municipal Code, 65 ILCS 5/8-3-19, the City Council of the City of Chicago hereby initiates and authorizes the following public question to be submitted to the voters of the entire City of Chicago at the regularly scheduled general primary election next occurring after the effective date of this resolution on March 19, 2024:

Shall the City of Chicago impose:

- (1) a real estate transfer tax decrease of 20% to establish a new transfer tax rate of \$3 for every \$500 of the transfer price, or fraction thereof, for that part of the transfer price under \$1,000,000 to be paid by the buyer of the real estate transferred unless the buyer is exempt from the tax solely by operation of state law, in which case the tax is to be paid by the seller; and
- (2) a real estate transfer tax increase of 166.67% to establish a new transfer tax rate of \$10 for every \$500 of the transfer price or fraction thereof, for that part of the transfer price between \$1,000,000 and \$1,500,000 (inclusive) to be paid by the buyer of the real estate transferred unless the buyer is exempt from the tax solely by operation of state law, in which case the tax is to be paid by the seller; and

- (3) a real estate transfer tax increase of 300% to establish a new transfer tax rate of \$15 for every \$500 of the transfer price, or fraction thereof, for that part of the transfer price exceeding \$1,500,000 to be paid by the buyer of the real estate transferred unless the buyer is exempt from the tax solely by operation of state law, in which case the tax is to be paid by the seller?

The current rate of the real estate transfer tax is \$3.75 per \$500 of the entire transfer price, or fraction thereof, and the revenue is used for general corporate purposes. The revenue from the increase (the difference between revenue generated under the increased rate and the current rate) is to be used for the purpose of addressing homelessness, including providing permanent affordable housing and the services necessary to obtain and maintain permanent housing in the City of Chicago.

☐ Yes

☐ No

SECTION 3. The City Clerk of the City of Chicago shall certify the public question referenced herein to the Chicago Board of Election Commissioners in accordance with Article 28 of the Election Code.

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

Action Deferred -- SUBMISSION OF PUBLIC QUESTION BY REFERENDUM TO CHICAGO VOTERS AT MARCH 19, 2024 ELECTION PROPOSING TO ALLOW VOTERS TO DETERMINE IF CHICAGO SHALL CREATE FLOODING MITIGATION AND RESPONSE PLAN.

[R2023-0005109]

The Committee on Committees and Rules submitted the following report which was, at the request of Alderperson Hadden and Alderperson Mitts, *Deferred* and ordered published:

CHICAGO, November 1, 2023.

To the President and Members of the City Council:

Your Committee on Committees and Rules, which met on October 31, 2023 and November 1, 2023, having had under consideration a proposed resolution for submission of a public question by referendum to Chicago voters at the March 19, 2024 election proposing to allow voters to determine if Chicago shall create a flooding mitigation and response plan (R2023-0005109), begs leave to recommend that Your Honorable Body adopt said proposed resolution.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,
Chair.

The following is said proposed resolution transmitted with the foregoing committee report:

WHEREAS, Record flooding events are occurring with more frequency in the Chicago area impacting residents across the city; and

WHEREAS, The flood damage has created significant financial burdens especially for senior citizens and those on fixed incomes; and

WHEREAS, The damage to housing from the flooding has created significant health concerns; and

WHEREAS, The current plans to respond to flood damage are insufficient to meet the increasing frequency of the flood events and the impacts on constituents; now, therefore,

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

SECTION 1. The foregoing recitals are found as fact and incorporated herein by reference.

SECTION 2. In accordance with 65 ILCS 5/8-3-19, the City Council of the City of Chicago hereby initiates and authorizes the following referendum question to be submitted to the voters of the entire City of Chicago at the regularly scheduled municipal general election next occurring after the effective date of this resolution on March 19, 2024:

Shall the City of Chicago create a flooding mitigation and response plan to address resident flood damage and negative health impacts?

COMMITTEE ON HOUSING AND REAL ESTATE.

NEGOTIATED SALE OF AS-IS CITY-OWNED PROPERTY AT 4301, 4309 AND 4329 W. MADISON ST. TO GARFIELD PARK WELLNESS SUPPORT CORPORATION FOR COLLABORATIVE DEVELOPMENT OF SANKOFA WELLNESS CENTER.

[O2023-0005045]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant as-is City-owned property at 4301, 4309 and 4329 West Madison Street to Garfield Park Wellness Support Corporation as part of collaborative development of Sankofa Wellness Center joining other private parcels (28th Ward) (O2023-0005045), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on September 29, 1999, the City Council: (i) approved a certain redevelopment plan and project (the "Redevelopment Plan") for the Madison/Austin Tax Increment Financing Redevelopment Project Area (the "Redevelopment Area"), pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq. (the "TIF Act"); (ii) designated the Redevelopment Area as a redevelopment project area pursuant to the TIF Act; and (iii) adopted tax increment allocation financing pursuant to the TIF Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the TIF Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City owns the vacant parcels of real property located generally at 4301, 4309 and 4329 West Madison Street, Chicago, Illinois 60624, which are located in the Redevelopment Area and are identified by Property Index Number ("PIN") in Exhibit A attached hereto (the "City Property"); and

WHEREAS, The City Property consists of approximately 1.42 acres and is located in the West Garfield Park Community Area; and

WHEREAS, Pilgrim Development Corporation, the community development arm of New Mount Pilgrim Missionary Baptist Church, is the owner of the real property located generally at 4331 West Madison Street and identified by PIN on Exhibit B attached hereto, and the Cook County Land Bank Authority is the owner of the real property located generally at 4313 and 4315 West Madison Street and identified by PIN on Exhibit B attached hereto (together, the properties listed on Exhibit B being the "Grantee Property" and, collectively with the City Property, the "Property"); and

WHEREAS, New Mount Pilgrim Missionary Baptist Church is a member of the Garfield Park Rite to Wellness Collaborative (the "Collaborative"), a group of residents, faith-based and health care institutions, nonprofits and other stakeholders that work and live in Garfield Park that have come together to identify, promote and implement strategies to increase health and wellness in Garfield Park; and

WHEREAS, The Collaborative was the winner of the Pritzker Traubert Foundation 2022 Chicago Prize, including a \$10 Million award, which the Collaborative will use to build Sankofa Wellness Village, a series of interconnected capital projects and social enterprises along the Madison Street commercial corridor in West Garfield Park that will serve as a wellness hub in the community; and

WHEREAS, The Garfield Park Wellness Center Support Corporation, an Illinois non-profit corporation ("Grantee"), has submitted a proposal to the Department of Planning and Development ("DPD") to purchase the City Property for \$1.00 (the "Purchase Price"), and consolidate the City Property with the Grantee Property to construct the first building in the Sankofa Wellness Village, a three-story community health and wellness center, as depicted in Exhibit C (the "Project"); and

WHEREAS, The City Property has a market value of \$45,607 based on an appraisal dated February 17, 2023; and

WHEREAS, The City desires to convey the City Property to Grantee for the Purchase Price for the development of the Project; and

WHEREAS, New Mount Pilgrim Missionary Baptist Church has signed a letter of commitment to contribute its property at 4331 West Madison Street to the Project, and the Cook County Land Bank Authority has entered into a term sheet with respect to the property located generally at 4313 -- 4315 West Madison Street which will be further detailed in a Land Banking Agreement with The Community Builders, Inc., doing business as TCB Illinois NFP, Inc., a member of the Grantee ("TCB"), and TCB will cause such property to be conveyed to the Grantee; and

WHEREAS, The Project will consist of approximately 50,000 square feet and will include a health care center, mental health offices for local non-profit and minority-owned businesses, offices for Rush (defined below) and West Side United, community multi-purpose spaces, a fitness center, gymnasium, childcare, employment support, and access to financial services; and

WHEREAS, If the Property is contaminated from past uses, Grantee has agreed to complete the remediation necessary to obtain one or more comprehensive "No Further Remediation" letters from the Illinois Environmental Protection Agency in coordination with the Department of Assets, Information and Services; and

WHEREAS, The Project will anchor the Sankofa Wellness Village; and

WHEREAS, The Project is consistent with the Redevelopment Plan; and

WHEREAS, By Resolution Number 23-029-21 adopted on July 20, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, By Resolution Number 23-CDC-027 adopted on June 13, 2023, the Community Development Commission recommended the sale of the City Property to Grantee if no responsive alternative proposals were received at the conclusion of the advertising period or, if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with Grantee's proposal; and

WHEREAS, Public notices advertising DPD's intent to sell the City Property to Grantee and requesting alternative proposals appeared in the *Chicago Tribune* on April 3, 10 and 17, 2023; and

WHEREAS, No other proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, The estimated budget for the Project is approximately \$43,697,327; and

WHEREAS, By ordinance adopted on April 13, 2016 ("2016 Rush Project Ordinance"), and published at pages 22378 through 22436 in the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") of such date, the City Council of the City ("City Council") authorized the sale of approximately 7.22 acres of land (comprising a portion of the former Malcolm X College campus), to Rush University Medical Center, an Illinois 501(c)(3) not-for-profit corporation ("Rush"), for the construction of a multi-phase academic village, subject to the execution of a redevelopment agreement; and

WHEREAS, For economic and other reasons, Rush recently decided not to expand its campus and create an academic village and sought the City's consent under the redevelopment agreement to sell the former Malcolm X property to an affiliate of the Blackhawks Hockey team for an expansion of Fifth Third Arena; and

WHEREAS, Pursuant to an ordinance adopted on April 19, 2023, and published at pages 62555 through 62565 in the *Journal* of such date (the "2023 Rush Amendment Ordinance"), the City Council authorized the sale of the Malcolm X property to the Blackhawks entity, subject to the City's receipt of the Excess Proceeds (as defined in the 2023 Rush Amendment Ordinance) of the sale (estimated to be approximately \$5,900,000.00); and

WHEREAS, The 2023 Rush Amendment Ordinance further authorized the contribution of the Excess Proceeds to Grantee for the Project, which proceeds may be granted to New Hope Community Capital, Inc. or another entity acting as leverage lender ("Leverage Lender") and used as the leverage loan in connection with the New Markets Tax Credits being pursued by the Project; and

WHEREAS, As a condition of the contribution of the Excess Proceeds to the Project, Grantee and Leverage Lender will be required to enter into a redevelopment agreement with DPD (the "Sankofa Village Wellness Center Redevelopment Agreement"); and

WHEREAS, The Sankofa Village Wellness Center Redevelopment Agreement shall (a) authorize the City to grant to Grantee and/or Leverage Lender from the Excess Proceeds an amount not to exceed \$5,900,000.00 (the "Grant") to reimburse a portion of the costs of construction of the Project, (b) require Grantee and/or Leverage Lender to complete the Project and own the Project for a specified term, and (c) include such other covenants, terms and conditions as DPD may require; now, therefore,

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

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

SECTION 2. The sale of the City Property to Grantee for the Purchase Price is hereby approved, subject to Grantee's satisfaction of each of the following conditions precedent to closing (unless waived by DPD in its sole discretion):

(a) Grantee must enter into the Sankofa Village Wellness Center Redevelopment Agreement; and

(b) Grantee must submit a Phase I Environmental Site Assessment performed and prepared in compliance with the most recent ASTM standard referenced by regulation in the United States Environmental Protection Agency's All Appropriate Inquiries Rule (currently ASTM E-1527-21), dated no more than 180 days prior to the closing.

If Grantee fails to close on the acquisition of the City Property within three (3) years of the date of passage and approval of this ordinance, then this ordinance will be rendered null and void and of no further effect, unless the Commissioner of DPD, in the Commissioner's sole discretion, extends the closing date. Grantee shall pay all escrow fees and other title insurance fees and closing costs associated with the conveyance of the City Property.

SECTION 3. The Commissioner of DPD, or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Sankofa Village Wellness Center Redevelopment Agreement and such other agreements and instruments and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby. Upon the execution and receipt of proper documentation, the Commissioner of DPD, or a designee of the Commissioner, is each hereby authorized to disburse the proceeds of the Grant to the Grantee and/or the Leverage Lender under the terms of the Sankofa Village Wellness Center Redevelopment Agreement.

SECTION 4. The Mayor or the Mayor's proxy is each hereby authorized to execute, and the City Clerk or the Deputy City Clerk is each hereby authorized to attest, a quitclaim deed ("Deed") conveying the City Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party, or to an entity which is comprised of the same principal parties. Without limiting the quitclaim nature of the Deed, the conveyance shall be subject to: (a) the standard exceptions in an ALTA title insurance policy; (b) general real estate taxes and any special assessments or other taxes; (c) all easements, encroachments, covenants and restrictions of record and not shown of

record; (d) such other title defects that may exist; and (e) any and all exceptions caused by the acts of Grantee or its agents. In addition, the conveyance shall be subject to the following terms, covenants and conditions which are a part of the consideration for the City Property and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Compliance With Redevelopment Agreement.** Grantee shall comply with the terms, covenants and conditions set forth in that certain Sankofa Village Wellness Center Redevelopment Agreement by and between the City and Grantee dated of even date herewith, and recorded in the Cook County Clerk's Office, the terms of which are incorporated herein by reference as if fully set forth herein, and which are a part of the consideration for the Property and are to be taken and construed as running with the land for the applicable periods set forth in the Redevelopment Agreement and binding on Grantee and Grantee's successors and assigns.

2. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee accepts the risk that any inspection may not disclose all material matters affecting the Property (and any improvements thereon). Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition, without any covenant, representation or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property (or any improvements thereon), its compliance with any Laws (as defined below), or the suitability or merchantability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use. "Laws" means any and all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, permits, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

3. **Release.** Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through Grantee following the date of this Deed (collectively, the "Grantee Parties"), hereby releases, relinquishes and forever discharges the City, its officers, agents and employees (collectively, the "City Parties"), from and against any and all Losses which Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of the Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge,

generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 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. Grantee Parties waive their rights of contribution and subrogation against the City Parties. The covenant of release in this Section 3 shall run with the Property and shall be binding upon all successors and assigns of Grantee with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through Grantee following the date of this Deed. Grantee acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Grantee. It is expressly agreed and understood by and between Grantee and the City that, should any future obligation of Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Grantee nor any other Grantee Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

4. Affordable Housing. Grantee acknowledges that the sale of City-owned land may trigger the Affordable Requirements Ordinance, codified at Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced), if such land is later improved with a residential project.

SECTION 5. To the extent that any ordinance, resolution, rule, order, or provision of the Code, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 6. This ordinance shall be in full force and effect from and after the date of its passage and approval.

[Exhibit "C" referred to in this ordinance printed on
pages 4576 through 4579 of this *Journal*.]

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

Exhibit "A".

Identification Of City Property.

(Subject To Final Survey And Title Commitment)

Number	Tax Parcel Numbers	Addresses	Land Area
1	16-15-200-015-0000	4301 West Madison Street	0.21 acre
2	16-15-200-014-0000	4309 West Madison Street	0.14 acre
3	16-15-200-009-0000	4329 West Madison Street	0.07 acre
		Total =	1.42 acres

Exhibit "B".

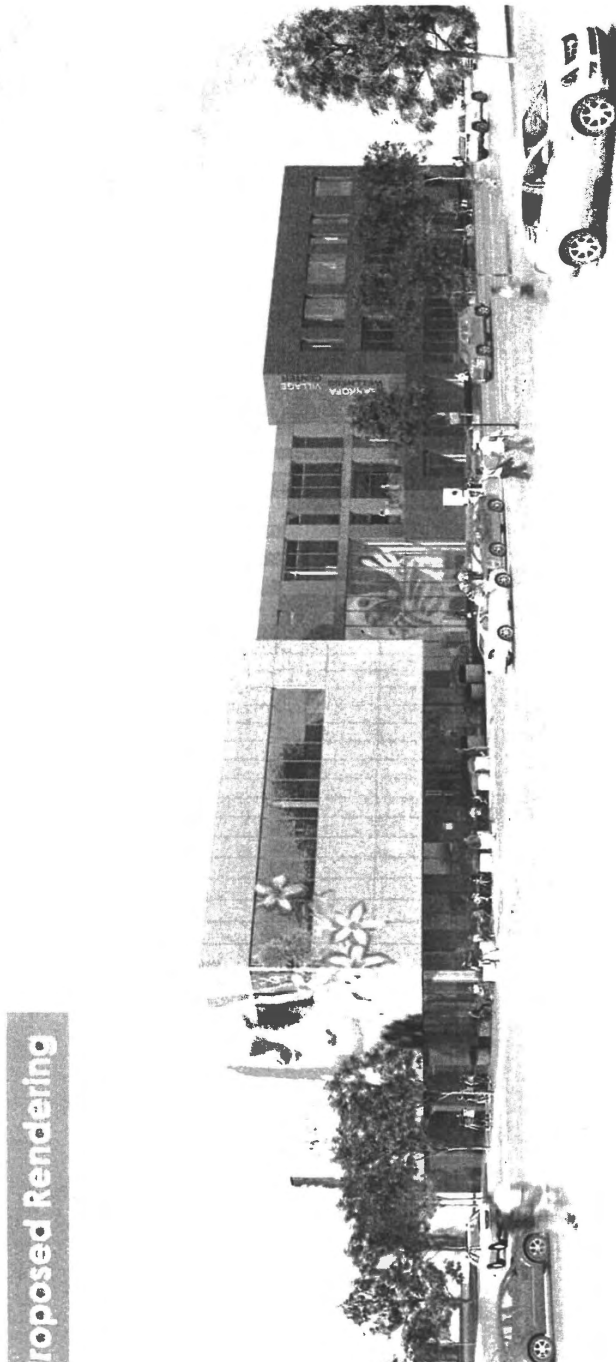
Identification Of Grantee Property.

(Subject To Final Survey And Title Commitment)

Property Owner	Tax Parcel Numbers	Addresses	Land Area
Pilgrim Development Corporation	16-15-200-008-0000	4331 West Madison Street	0.07 acre
Cook County Land Bank Authority	16-15-200-012-0000	4315 West Madison Street	0.21 acre
Cook County Land Bank Authority	16-15-200-013-0000	4313 West Madison Street	0.07 acre

Exhibit "C".

Renderings And Elevations.
(Page 1 of 4)

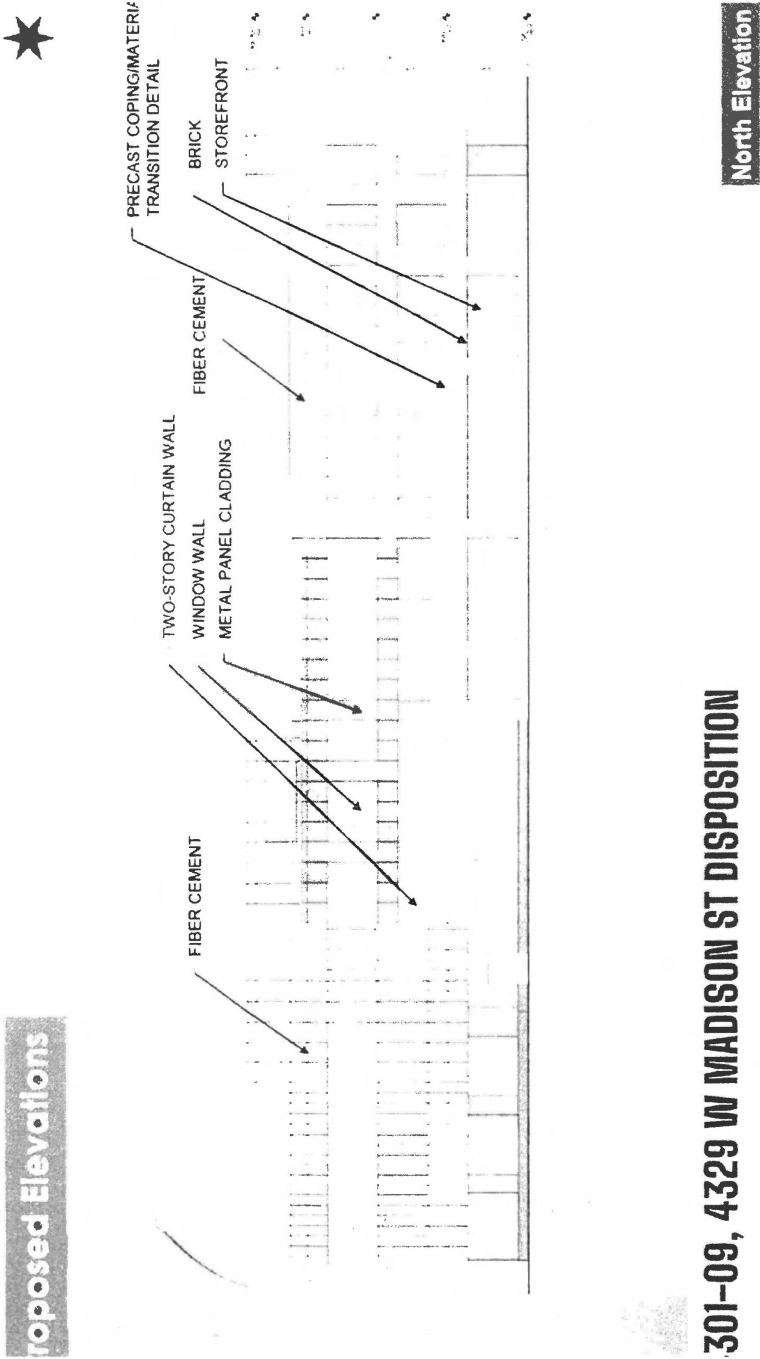


Proposed Rendering

301-09, 4329 W MADISON ST DISPOSITION

Exhibit "C".

Renderings And Elevations.
(Page 2 of 4)



301-09, 4329 W MADISON ST DISPOSITION

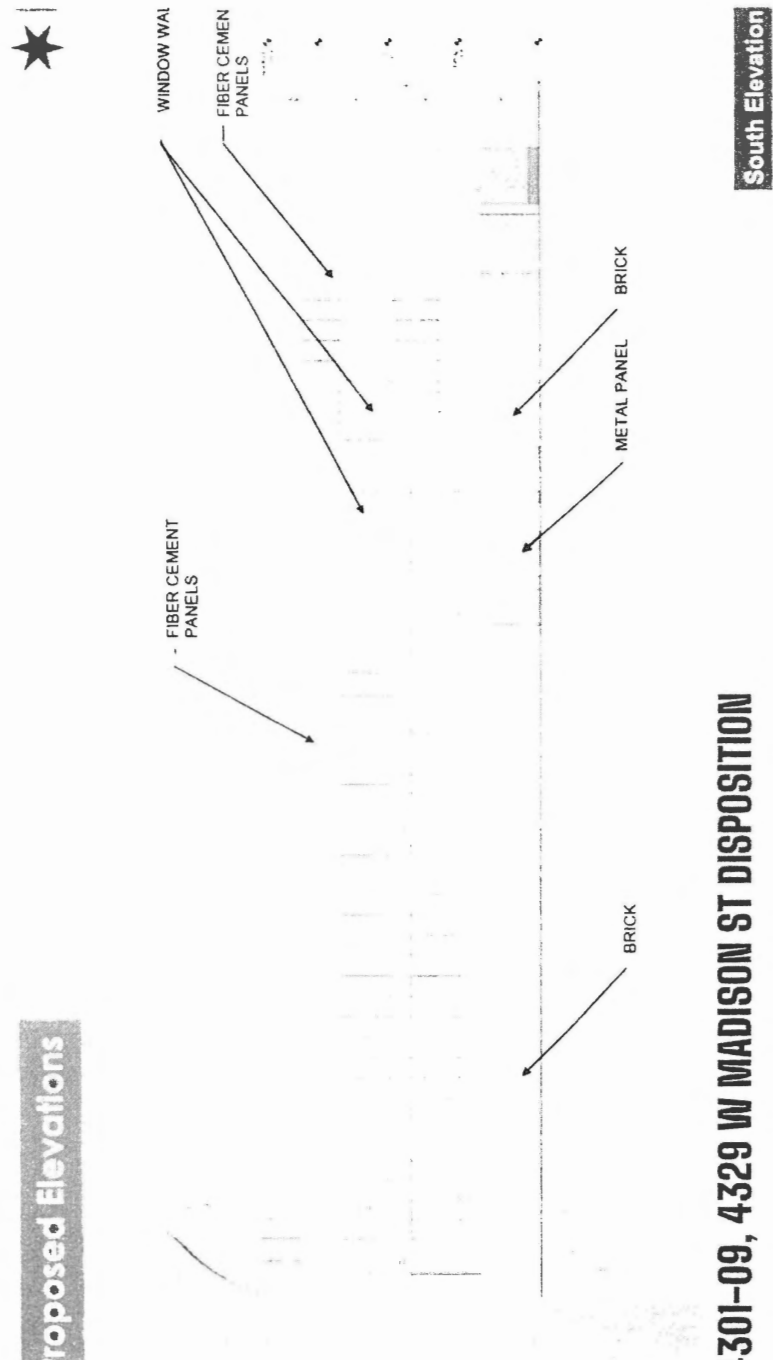
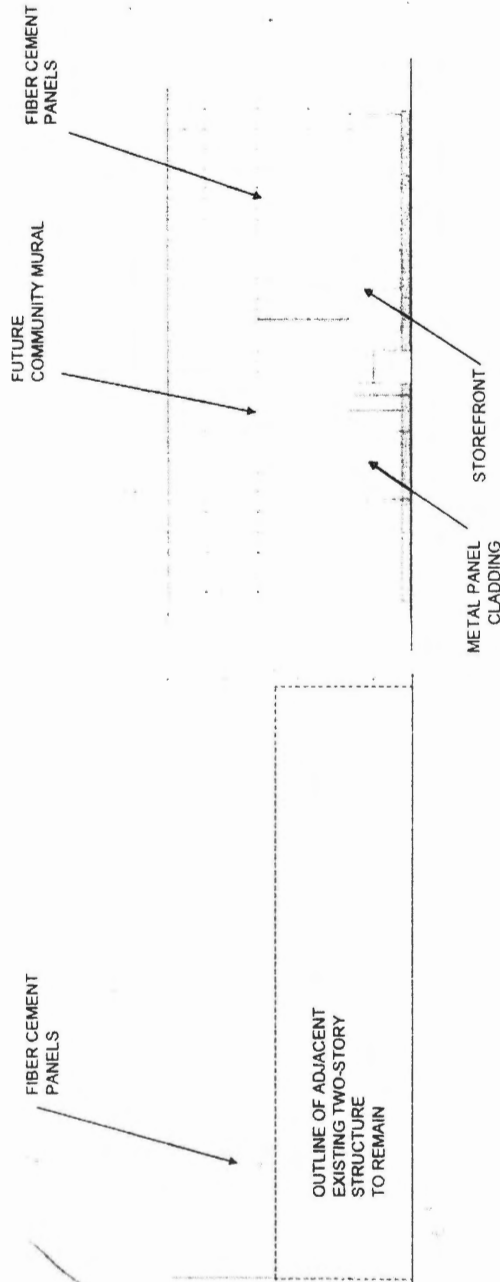
*Exhibit "C".**Renderings And Elevations.*
(Page 3 of 4)

Exhibit "C".

Renderings And Elevations.
(Page 4 of 4)



Proposed Elevations

West and East Elevations

301-09, 4329 W MADISON ST DISPOSITION

NEGOTIATED SALE OF CITY-OWNED PROPERTY WITH REDEVELOPMENT AGREEMENT OF VACANT FIRE STATION AT 5349 S. WABASH AVE. TO THE BLACK FIRE BRIGADE ORG. FOR DEVELOPMENT AS INSTRUCTION CENTER FOR EMERGENCY MEDICAL SERVICES AND FIREFIGHTING CURRICULUM FOR CHICAGO YOUTH.

[O2023-0005101]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Planning and Development for a negotiated sale with redevelopment agreement of vacant fire station to the Black Fire Brigade Org. for development as instruction center for emergency medical services and firefighting curriculum for Chicago youth (3rd Ward) (O2023-0005101), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the real property located at 5349 South Wabash Avenue, Chicago, Illinois, as legally described on Exhibit A attached hereto (the "Property"), which consists of approximately 7,470 square feet of land and is improved with a vacant fire station of approximately 4,650 square feet; and

WHEREAS, The Black Fire Brigade Org., an Illinois not-for-profit corporation (the "Developer"), has submitted a proposal to the Department of Planning and Development (the "Department") to purchase the Property for the sum of One and no/100 Dollar (\$1.00) (the "Purchase Price") for its adaptive reuse; and

WHEREAS, The Developer intends to use the Property for an instruction center for EMS and firefighting curriculum to Chicago youth (the "Project"); and

WHEREAS, The appraised fair market value of the Property as of October 19, 2022, is Seventy-seven Thousand and no/100 Dollars (\$77,000.00); and

WHEREAS, On September 12, 2023, the Chicago Community Development Commission voted to recommend the disposition of the Property to the Developer; and

WHEREAS, By Resolution Number 23-034-21, adopted on September 21, 2023, the Chicago Plan Commission recommended the disposition of the Property to the Developer; and

WHEREAS, Public notices advertising the Department's intent to enter into a negotiated sale of the Property with the Developer and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on August 4, August 11, August 18 and August 25, 2023; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to the Developer or a Developer Entity (as defined below) for the Purchase Price. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer or the Developer Entity substantially in the form attached hereto as Exhibit B (the "Redevelopment Agreement"). The Commissioner of the Department (the "Commissioner"),

or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the Commissioner, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance and the Redevelopment Agreement, including but not limited to indemnification, releases, affidavits and other documents to remove exceptions from title.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party, or to an entity which is comprised of the same principal parties (each, a "Developer Entity"), subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby superseded to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

Exhibit "A".

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

Lots 21 in Block 2 in Elisha E. Hundley's Subdivision of 13 acres in the north half of the southwest quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

5349 South Wabash Avenue
Chicago, Illinois 60615.

Property Index Number:

20-10-309-19-0000.

*Exhibit "B".
(To Ordinance)*

Redevelopment Agreement With The Black Fire Brigade Org.

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("**Agreement**") is made on or as of _____, 2023, by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), acting by and through its Department of Planning and Development ("**DPD**"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and **THE BLACK FIRE BRIGADE ORG.**, an Illinois not-for-profit corporation ("**Developer**"), whose business address is 8404 S. Kedzie Avenue, Chicago, IL 60652.

RECITALS

WHEREAS, the City is the owner of a parcel of land improved with a 2-story fire station located at 5349 S. Wabash Street, Chicago, Illinois, 60615 as legally described on Exhibit 1 attached hereto (the "**Property**"); and

WHEREAS, the Property consists of 7,470 square feet of land and a vacant fire station ("**Building**") of approximately 4,650 square feet and is located in the Washington Park Community Area; and

WHEREAS, the Developer desires to purchase the Property for the adaptive reuse of the Building as an instruction center for EMS and firefighting curriculum to Chicago youth (as further described below, the "**Project**"); and

WHEREAS, the Project includes the renovation and restoration of the Building; and

WHEREAS, the Property has a market value of Seventy-Seven Thousand Dollars (\$77,000.00) based on an appraisal dated October 19, 2022; and

WHEREAS, the City has agreed to sell the Property to the Developer for One Dollar (\$1.00) (the "**Purchase Price**") in consideration of the Developer's obligations to construct and operate the Project in accordance with the terms and conditions of this Agreement; and

WHEREAS, the estimated total development cost of the Project is approximately One Hundred Fifty Thousand Dollars (\$150,000.00); and

WHEREAS, the City Council of the City (the "City Council"), pursuant to an ordinance adopted on _____, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the Property to the Developer, subject to the execution, delivery and recording of this Agreement.

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

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing Recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"2014 City Hiring Plan" is defined in Section 30.1.

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"ACBM" is defined in Section 22.3.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer, or its contractors or Affiliates.

"Agreement" means this Agreement as may be amended in accordance with the terms hereof.

"AIS" means the City's Department of Assets, Information, and Services.

"Architect" means MJ Investments and Development.

"Budget" is defined in Section 9.

"Building" is defined in the Recitals.

"Bundle" is defined in Section 27.7(a).

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Completion" is defined in Section 14.1.

"City" is defined in the Preamble to the Recitals.

"City Contract" is defined in Section 24.1(i).

"City Council" is defined in the Recitals.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" is defined in Section 5.

"Closing Date" is defined in Section 5.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Construction Program" is defined in Section 23.3(a).

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

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7(c).

"Corporation Counsel" means the City's Department of Law.

"Deed" is defined in Section 6.1.

"Developer" is defined in the Recitals.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's Affiliates.

"Domestic partners" is defined in Section 27.7(d).

"DPD" is defined in the Preamble to the Recitals hereof.

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

"Effective Date" means the date upon which this Agreement has been both (a) fully executed, and (b) delivered to the Developer.

"Employer(s)" is defined in Section 23.1.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof.

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

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project and unencumbered by any other obligation.

"Event of Default" means any event or occurrence as defined in Section 19.2.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"General Contractor" means MJ Investments and Development or any subsequent general contractor working on the Project.

"Governmental Approvals" is defined in Section 8.2.

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

"HBMS" is defined in Section 22.3.

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"Indemnatee" and "Indemnitees" have the respective meanings defined in Section 21.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"LBP" is defined in Section 22.3.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

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

"MBE/WBE Program" is defined in Section 23.3(a).

"Municipal Code" means the Municipal Code of Chicago as presently in effect and as hereafter amended from time to time.

"OIG" is defined in Section 30.4.

"Other Contract" is defined in Section 27.7(b).

"Other Regulated Material" 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.

"Outside Closing Date" is defined in Section 5.

"Owners" is defined in Section 27.1.

"Party(ies)" means the City or the Developer, or both the City and Developer, as applicable.

"Performance Deposit" is defined in Section 4.2.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-21.

"Political fundraising committee" is defined in Section 27.7(e).

"Project" is defined in the Recitals.

"Project Ordinance" is defined in the Recitals.

"Proof of Financing" is defined in Section 9.

"Property" is defined in the Recitals.

"Purchase Price" is defined in the Recitals.

"REC" means a recognized environmental condition.

"Reconveyance Deed" is defined in the Recitals.

"Released Claims" is defined in Section 22.4.

"Scope Drawings" means the preliminary construction documents for the Project, including a site plan, landscape plan, floor plan and exterior elevation drawings, as such plans and drawings may be amended, revised or supplemented from time to time with the prior written approval of DPD.

"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/NSPS urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

"Title Commitment" is defined in Section 7.1.

"Title Company" means Greater Illinois Title Company.

"Title Policy" means a title insurance policy issued by the Title Company in the most recently revised ALTA or equivalent form, showing the Developer as the named insured with

respect to the Property, noting the recording of this Agreement and a subordination agreement with respect to any Lender Financing for the Project as encumbrances against the Property.

"UST(s)" is defined in Section 22.3.

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

"Waste Sections" is defined in Section 29.

2.2 Rules of Construction. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

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

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

SECTION 3. PURCHASE PRICE AND ENVIRONMENTAL ESCROW.

3.1 Purchase Price. The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for the Purchase Price, which will be paid by the Developer to the City at the Closing. Except as specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT.

4.1 Earnest Money. [Intentionally omitted.]

4.2 Performance Deposit. The Developer shall deposit with the City the amount of Three Thousand Eight Hundred Fifty Dollars (\$3,850.00) as security for the Developer's performance of its obligations under this Agreement ("Performance Deposit") at or before the Closing. Upon the Developer's receipt of the Certificate of Completion, the Developer shall submit a written request for a return of the Performance Deposit, and the City will return the Performance Deposit within ninety (90) days of receiving such request.

4.3 Interest. The City will pay no interest to the Developer on the Performance Deposit.

SECTION 5. CLOSING.

The transfer of the Property to the Developer (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 10 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than forty-five (45) days after passage and approval of the Project Ordinance (the "Outside Closing Date"); provided, however, DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

SECTION 6. CONVEYANCE OF TITLE.

6.1 Form of City Deed. The City shall convey the Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the standard exceptions in an ALTA title insurance policy;
- (b) general real estate taxes and any special assessments or other taxes;
- (c) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (d) such other title defects as may exist; and
- (e) any and all exceptions caused by the acts of the Developer, its Affiliates or their Agents.

6.2 Recording. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed in a form acceptable to the City to be held in trust. All costs associated with such a trust or escrow shall be paid by the Developer. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the Property and all improvements thereon in the City in accordance with Section 19 hereof.

SECTION 7. TITLE AND SURVEY.

7.1 Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and except as otherwise specifically provided herein, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain a Survey of the Property at the Developer's sole cost and expense and deliver a copy of the Survey to the City not less than ten (10) Business Days before the Closing.

SECTION 8. PLANS AND SPECIFICATIONS; GOVERNMENTAL APPROVALS.

8.1 Plans and Specifications. The Developer has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. A list of the Scope Drawings is attached hereto as Exhibit 2. No material deviation from the Scope Drawings may be made without the prior written approval of DPD. Not less than ten (10) Business Days prior to applying for its first building permit, the Developer shall submit to DPD for approval the Final Plans for the Project, which shall conform to the approved Scope Drawings and all applicable Laws.

8.2 Governmental Approvals. The Developer shall apply for and obtain all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project prior to the Closing, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00). The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than ten (10) Business Days prior to the Closing Date, the Developer shall submit to DPD for approval a final budget for the Project (the "Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

SECTION 10. CONDITIONS PRECEDENT TO CLOSING.

The obligation of the City to convey the Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least ten (10) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the provisions of Section 9 hereof. On the Closing Date, the Developer shall simultaneously close all Lender Financing approved pursuant to Section 9 and be in a position to immediately commence construction of the Project.

10.3 Subordination Agreement. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the Property related to any Lender Financing.

10.4 Final Plans. The Developer has submitted to DPD and AIS, and DPD and AIS have approved, the Final Plans for the Project in accordance with the provisions of Section 8.1 and Section 22.3 (which requires the Final Plans to be consistent with the asbestos and lead based paint abatement plan for the renovation of the Building). In addition, the Developer has submitted to AIS, and AIS has approved, a disposal/recycling plan for handling the hazardous building materials and PCB-containing equipment in the Building in accordance with Section 22.3.

10.5 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct and operate the Project and has submitted evidence thereof to DPD.

10.6 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access and survey.

10.7 Survey. The Developer has furnished the City with a copy of the Survey.

10.8 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion.

10.9 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of incorporation, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its by-laws, as certified by the secretary of the corporation; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform

its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.10 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.11 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.12 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the Property to the City for possible recording in accordance with Section 19 below, if applicable.

10.13 Updated Phase I ESA and Reliance Letter. The Developer has submitted to DPD, and DPD has approved, a Phase I ESA (or update to a Phase I ESA) of the Property dated no more than 180 days prior to the Closing Date and a reliance letter authorizing the City to rely upon and use the Phase I ESA and any addendums and updates thereto and any other investigations performed at the Property.

10.14 Representations and Warranties. On the Closing Date, each of the representations and warranties of the Developer in Section 24 and elsewhere in this Agreement shall be true and correct.

10.15 Other Obligations. On the Closing Date, the Developer shall have performed all of the other obligations required to be performed by the Developer under this Agreement as and when required under this Agreement, including the applicable requirements of Section 23.

If any of the conditions in this Section 10 have not been satisfied to DPD's reasonable satisfaction within the time periods provided for herein, or waived by DPD, DPD may, at its option, upon prior written notice to the Developer of at least thirty (30) days, terminate this Agreement at any time after the expiration of the applicable time period, in which event this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder; provided, however, that if within said thirty (30) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

SECTION 11. CONSTRUCTION REQUIREMENTS.

11.1 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.2 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.3 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.4 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

11.5 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.6 Survival. The provisions of this Section 11 shall survive the Closing.

SECTION 12. LIMITED APPLICABILITY.

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.

The Developer shall commence construction of the Project no later than 180 days after the Closing, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than eighteen (18) months after the commencement of construction; provided, however, DPD, in its sole discretion, may extend the construction commencement and completion dates. The Developer shall give written notice to the City within five (5) days after it commences construction. The Developer shall construct the Project in accordance with this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

SECTION 14. CERTIFICATE OF COMPLETION OF CONSTRUCTION.

14.1 Upon satisfaction of the requirements set forth in this Section 14 for the Project, and upon the Developer's written request, DPD shall issue to the Developer a certificate of completion for the Project ("Certificate of Completion") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. The Developer's written request shall include:

- (a) a request for the return of the Performance Deposit (if any);
- (b) a copy of the certificate of occupancy for the Project issued by the City's Department of Buildings if required; and
- (c) a copy of the report documenting the completion of the abatement work.
- (d) a copy of the close-out letter from DPD verifying that the Developer is in full compliance with all City requirements set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment).

14.2 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with any on-going covenants as referenced in Section 19.

14.3 The Reconveyance Deed shall be returned to the Developer after the issuance of the Certificate of Completion.

SECTION 15. RESTRICTIONS ON USE.

The Developer, for itself and its successors and assigns, covenants and agrees as follows:

15.1 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity that is not an Affiliate of the Developer; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

SECTION 17. MORTGAGES AND OTHER LIENS.

17.1 Limitation upon Encumbrance of Property. Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

SECTION 18. COVENANTS RUNNING WITH THE LAND.

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17.1 (Limitation Upon Encumbrance of Property), and Section 22.4 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its respective successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

<u>SECTION</u>	<u>COVENANT</u>	<u>TERMINATION</u>
§13	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§22.4	Environmental Release	No limitation as to time

SECTION 19. PERFORMANCE AND BREACH.

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

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

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

(d) the commencement of any proceedings in bankruptcy by or against the Developer or the liquidation or reorganization of the Developer, or alleging that the Developer is insolvent or unable to pay its debts as they mature, or for the readjustment

or arrangement of the Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing, for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

(h) the dissolution of the Developer.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default Prior to Issuance of Certificate of Completion. If an Event of Default occurs prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the Property in the City pursuant to the Reconveyance Deed; provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the Property during the period of time the Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the Property to the City.

19.5 Resale of the Property. Upon the reconveyance of the Property to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the Property as provided for in Section 19.5, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) the dollar amount by which the City wrote-down the value of the Property when the City conveyed the Property to the Developer, if any; and
- (b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the Property (less any income derived by the City from the Property in connection with such management); and
- (c) all costs to remediate the Property; and
- (d) all unpaid taxes, assessments, and water and sewer charges assessed against the Property; and
- (e) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (f) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (g) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

SECTION 21. INDEMNIFICATION.

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto, that may be imposed upon, suffered, incurred by or asserted against the Indemnitees in any manner relating to or arising out of: (a) the failure of the Developer to comply with any of the terms, covenants and conditions applicable to the Developer and contained within this Agreement; (b) the failure of the Developer or any Agent of the Developer to pay contractors, subcontractors or material suppliers in connection with the construction and management of the Project; (c) any misrepresentation or omission made by the Developer or any Agent in connection with this Agreement; (d) the failure of the Developer to redress any misrepresentation or omission in this Agreement or any other document relating hereto; and (e) any activity undertaken by the Developer or any Agent or Affiliate of the Developer on the Property prior to or after the Closing. This indemnification shall survive the Closing and any termination of this Agreement (regardless of the reason for such termination).

SECTION 22. ENVIRONMENTAL MATTERS.

22.1 "AS IS" SALE. THE DEVELOPER ACKNOWLEDGES THAT IT HAS HAD AN ADEQUATE OPPORTUNITY TO INSPECT THE PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AGREES TO ACCEPT THE 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 PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK NECESSARY TO PUT THE PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Investigation. The City shall grant the Developer the right, at its sole cost and expense, and in the City's customary form and subject to City's receipt from Developer of required documentation (e.g., evidence of insurance), to enter the Property to perform any surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation

hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Environmental Remediation. The Developer obtained a Phase I ESA in December 2022. The Phase I ESA identified no RECs but did identify potential asbestos-containing building materials (ACBMs) and lead-based paint (LBP) as business environmental risks. In December 2022, TEM Environmental, Inc., conducted a limited survey of the Building for the Developer that confirmed the presence of "ACBM" and "LBP". Before renovations of the Building begin, a Hazardous Building Material Survey (HBMS) must be conducted. The HBMS must include (but is not limited to) an asbestos and lead-based paint survey addressing any areas not assessed in the 2022 limited survey, visually inspecting the Building 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 renovations. The Developer must submit to the City for review prior to beginning any abatement work, a report documenting the HBMS results and an abatement plan. The Developer must submit to the City prior to approval of the Building for occupancy a report documenting the completion of the abatement work.

22.4 Release and Indemnification. The Developer, on behalf of itself and the other Developer Parties, or anyone claiming by, through, or under the Developer Parties, hereby releases, relinquishes and forever discharges the City from and against any and all Losses which the Developer or any of the Developer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (a) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (b) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances in, on, under or about the Property or the migration of Hazardous Substances from or to other property, unless the Hazardous Substances migrate from property owned by the City to the Property; (c) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any Losses arising under CERCLA, and (d) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Furthermore, the Developer shall defend (through an attorney reasonably acceptable to the City), indemnify, and hold the City harmless from and against any and all Losses which may be made or asserted by any third parties (including, without limitation, any of the Developer Parties) arising out of or in any way connected with, directly or indirectly, any of the Released Claims.

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation,

limited liability company, trust or other entity owning, leasing, occupying, using, or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

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

(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (**at least 50%**); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

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

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

(e) The Developer and the Employers shall submit weekly certified payroll reports (U.S. Department of Labor Form WH347 or equivalent) to DPD in triplicate, which shall clearly identify the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Developer or Employer hired the employee should be written in after the employee's name.

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative

thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the Parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the

course of construction of the Project, at least 26% of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least 6% of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720 of the Municipal Code, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730 of the Municipal Code, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

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

of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) Business Days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730 of the Municipal Code, as applicable.

23.4 Pre-Construction Conference and Post-Closing Compliance Requirements. Not less than ten (10) Business Days prior to the Closing Date, the Developer and the Developer's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements (if any). Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the General Contractor (if applicable), or (z) seek any other remedies against the Developer available at law or in equity.

SECTION 24. REPRESENTATIONS AND WARRANTIES.

24.1 Representations and Warranties of the Developer. To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois not-for-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Developer has

the full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

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

(k) Neither the Developer or any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

24.2 Representations and Warranties of the City. To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

SECTION 25. NOTICES.

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) facsimile; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Planning & Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 Attn: Commissioner
With a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Suite 600 Chicago, Illinois 60602 Attn: Real Estate and Land Use Division
If to the Developer:	The Black Fire Brigade Org. 8404 S. Kedzie Avenue Chicago, IL 60652.
With a copy to:	Tannehill Law, LLC c/o Melissa Tannehill 17 E. Monroe, Suite 230 Chicago, IL 60603

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by facsimile, respectively, provided that such facsimile transmission is confirmed as having occurred prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a non-business day, it shall be deemed to have been given on the next business day. Any

notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

SECTION 26. BUSINESS RELATIONSHIPS.

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political

fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

- (v) two of the following four conditions exist for the partners:
 - (1) The partners have been residing together for at least 12 months.
 - (2) The partners have common or joint ownership of a residence.
 - (3) The partners have at least two of the following arrangements:
 - (A) joint ownership of a motor vehicle;
 - (B) joint credit account;
 - (C) a joint checking account;
 - (D) a lease for a residence identifying both domestic partners as tenants.
 - (4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

SECTION 28. INSPECTOR GENERAL.

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

SECTION 29. WASTE ORDINANCE PROVISIONS.

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

SECTION 30. 2014 CITY HIRING PLAN.

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 30.2 above, or advocating a violation of Section 30.3 above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General (the "OIG"), and also to the head of the relevant City department utilizing services provided under this Agreement. The Developer will also cooperate with any inquiries by the OIG.

SECTION 31. FAILURE TO MAINTAIN ELIGIBILITY TO DO BUSINESS WITH THE CITY.

Failure by the Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer shall at all times comply with Section 2-154-020 of the Municipal Code.

SECTION 32. MISCELLANEOUS.

The following general provisions govern this Agreement:

32.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single, integrated instrument.

32.2 Cumulative Remedies. The remedies of any Party hereunder are cumulative and the exercise of any one or more of such remedies shall not be construed as a waiver of any other remedy herein conferred upon such Party or hereafter existing at law or in equity, unless specifically so provided herein.

32.3 Date for Performance. If the final date of any time period set forth herein falls on a Saturday, Sunday or legal holiday under the laws of Illinois or the United States of America, then such time period shall be automatically extended to the next business day.

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

32.5 Entire Agreement; Modification. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreements, negotiations and discussions. This Agreement may not be modified or amended in any manner without the prior written consent of the Parties hereto. No term of this Agreement may be waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party benefited by such term.

32.6 Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

32.7 Force Majeure. None of the City, the Developer, nor any successor in interest to any of them shall be considered in breach of or in default of its obligations under this Agreement in the event of a delay due to unforeseeable events or conditions beyond the reasonable control of the Party affected which in fact interferes with the ability of such Party to discharge its obligations hereunder, including, without limitation, fires, floods, strikes, shortages of material and unusually severe weather or delays of subcontractors due to such causes. The time for the performance of the obligations shall be extended only for the period of the delay and only if the Party relying on this section requests an extension in writing within twenty (20) days after the beginning of any such delay.

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

32.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

32.10 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenience of reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

32.11 Limitation of Liability. No member, official, officer, director, trustee or employee of the City or the Developer shall be personally liable in the event of any default or breach under this Agreement or for any amount which may become due to any other party under the terms of this Agreement.

32.12 No Merger. The terms of this Agreement shall not be merged with the Deed, and the delivery of the Deed shall not be deemed to affect or impair the terms of this Agreement.

32.13 No Waiver. No waiver by the City with respect to any specific default by the Developer shall be deemed to be a waiver of the rights of the City with respect to any other defaults of the Developer, nor shall any forbearance by the City to seek a remedy for any breach

or default be deemed a waiver of its rights and remedies with respect to such breach or default, nor shall the City be deemed to have waived any of its rights and remedies unless such waiver is in writing.

32.14 Severability. If any term of this Agreement or any application thereof is held invalid or unenforceable, the remainder of this Agreement shall be construed as if such invalid part were never included herein and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

32.15 Successors and Assigns. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall apply to and bind the successors and assigns of the Parties.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Patrick Murphey, Acting Commissioner
Department of Planning and Development

THE BLACK FIRE BRIGADE ORG, an Illinois not-for-profit corporation

By: _____
Quintion Curtis
Its President

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Quention Curtis, the President of The Black Fire Brigade Org, an Illinois not-for-profit corporation ("Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by the Developer, as his free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

 NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patrick Murphey, the Acting Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, s/he signed and delivered the foregoing instrument pursuant to authority given by the City as her/his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

 NOTARY PUBLIC

[(Sub)Exhibit 1 to this Redevelopment Agreement with The Black Fire Brigade Org. constitutes Exhibit "A" to ordinance and printed on page 4582 of this *Journal*.]

[(Sub)Exhibit 2 to this Redevelopment Agreement with The Black Fire Brigade Org. unavailable at time of printing.]

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR TRANSFER OF FORMER ROBERT JACKSON PARK PROPERTY TO CITY IN EXCHANGE FOR REPLACEMENT LAND TO EXPAND EXISTING PARKS OR FOR PUBLIC PURPOSE USE.

[O2023-0005102]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Planning and Development for an intergovernmental agreement with Chicago Park District to transfer former Robert Jackson Park property at 4319 South Indiana Avenue to City in exchange for replacement land to expand existing parks or for public purpose use (3rd Ward) (O2023-0005102), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* said ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Chicago Park District (the "Park District") is a body politic and corporate created pursuant to the Chicago Park District Act, 70 ILCS 1505/0.01, et seq., as amended, and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois and, as such, has the authority to exercise control over and supervise the operation of all parks within the corporate limits of the City; and

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

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

WHEREAS, Pursuant to an ordinance adopted on March 27, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* at pages 81458 to 81465, of such date, a certain redevelopment plan and project (the "Redevelopment Plan") for the 47th/King Drive Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended, 65 ILCS 5/11-74.4-1, et seq.; and

WHEREAS, The Park District owns one (1) parcel of vacant land located in the Redevelopment Area, consisting of approximately 0.24 acre, commonly known as 4319 South Indiana Avenue, Chicago, Illinois, and legally described in Exhibit A attached hereto (the "Property"); and

WHEREAS, The City is interested in acquiring the Property, which is commonly referred to as Robert Jackson Park, and is no longer improved and used by the community as a park; and

WHEREAS, The Park District desires to transfer the Property to the City; and

WHEREAS, In exchange for the transfer of the Property to the City, the Park District is interested in acquiring at a minimum 0.24 acre of City-owned land for park expansions and new parks (the "Replacement Land"), subject to separate City Council approval; and

WHEREAS, Pursuant to the Transfer Act, the Board of Commissioners of the Park District at its meeting of February 15, 2023, pursuant to Resolution Number 23-1026-0215, by a

vote of not less than two-thirds of its full membership, authorized the Park District to transfer the Property, which is not currently utilized as a park, to the City; and

WHEREAS, The City Council finds and declares that it is necessary or convenient for the City to acquire the Property for redevelopment or other public purposes; and

WHEREAS, On June 13, 2023, the Community Development Commission, by Resolution Number 23-CDC-31, authorized the Department of Planning and Development (the "Department") to acquire the Property from the Park District; and

WHEREAS, On September 21, 2023, the Chicago Plan Commission, by Resolution Number 23-032-21, approved the Park District's conveyance of the Property to the City; now, therefore,

Be It Ordained by the City Council 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. It is hereby determined and declared and found that it is useful, desirable, necessary and convenient that the City acquire the Property from the Park District for redevelopment or other public purposes in furtherance of the purposes and objectives of the Redevelopment Plan.

SECTION 3. The City's acquisition of the Property from the Park District is hereby approved. The Department is hereby authorized to accept on behalf of the City a deed of conveyance from the Park District for the Property. Apart from the conveyance of the Replacement Land, no additional consideration shall be paid by the City for the Property. The Commissioner of the Department (the "Commissioner") or the Commissioner's designee, is each hereby authorized, subject to the approval of the Corporation Counsel, to execute such documents and take such actions as are necessary for the City to accept title to the Property on behalf of the City.

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

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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

Exhibit "A".

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

Lot 20 and the south 15 feet of Lot 21 in Block 2 in Pike's Subdivision of the northwest quarter of the northeast quarter of the southwest quarter in Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common Address:

4319 South Indiana Avenue.

Property Index Number:

20-03-303-003-0000.

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO TRANSIT AUTHORITY
FOR PURCHASES OF VARIOUS CITY PARCELS AND EASEMENTS WITHIN
SEVERAL TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREAS
BETWEEN S. 95TH ST. AND S. 130TH ST. FOR RED LINE EXTENSION PROJECT.
[O2023-0005103]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Planning and Development for an intergovernmental agreement with Chicago Transit Authority for purchases of various City parcels and easements within several Tax Increment Financing (TIF) redevelopment project areas between South 95th Street and South 130th Street for Red Line Extension Project (9th, 10th and 21st Wards) (O2023-0005103), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* said ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Metropolitan Transit Authority Act, 70 ILCS 3605/1, et seq., created the Chicago Transit Authority (the "CTA") with the power to acquire, construct, own, operate and maintain for public service a transportation system in the metropolitan area of Cook County; and

WHEREAS, The CTA has a project, known as the "Red Line Extension Project", to extend its Red Line service from 95th Street to 130th Street ("RLE Project"); and

WHEREAS, On December 14, 2022, the City Council approved: (1) "An Ordinance of the City of Chicago, Illinois Designating a Transit Facility Improvement Area for the Red Line Extension (RLE) Project" (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 57775 -- 57777); (2) "An Ordinance of the City of Chicago, Illinois

Approving a Redevelopment Plan for the Red Line Extension (RLE) Redevelopment Project Area” (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 57525 -- 57601); (3) “An Ordinance of the City of Chicago, Illinois Designating the Red Line Extension (RLE) Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act” (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 57734 -- 57774); (4) “An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Red Line Extension (RLE) Redevelopment Project Area” (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 57778 -- 57817); and (5) “Intergovernmental Agreement with Chicago Transit Authority for Use of Tax Increment Financing Assistance Funds for Red Line Extension Project” (*Journal of the Proceedings of the City Council of the City of Chicago*, pages 57261 -- 57356) (together, the “Transit TIF Ordinances”); and

WHEREAS, The Transit TIF Ordinances establish a project area between 95th Street and 130th Street (the “RLE Project Area”); and

WHEREAS, The City owns land within the RLE Project Area, which is legally described in Exhibit A attached hereto (“Property”), that CTA needs for the RLE Project; and

WHEREAS, The CTA has submitted a proposal to the City’s Department of Planning and Development to purchase the Property for One and no/100 Dollar (\$1.00) per parcel, to support the RLE Project; and

WHEREAS, Certain parcels of the Property are located within the boundaries of other Tax Increment Financing Redevelopment Project Areas, specifically: (i) the 119th/Halsted Redevelopment Project Area; (ii) the 107th/Halsted Project Area; (iii) the Roseland/Michigan Avenue Redevelopment Project Area; (iv) the Lake Calumet Industrial Redevelopment Project Area; and (v) the 105th Street and Vincennes Avenue Redevelopment Project Area (“Redevelopment Areas”); and

WHEREAS, By Resolution Number 23-CDC-33, adopted on August 8, 2023, the Community Development Commission (“CDC”) recommended the conveyance of the Property for the RLE Project as consistent with the respective Redevelopment Plans for each of those Redevelopment Areas; and

WHEREAS, The CTA’s Board of Directors, pursuant to a resolution adopted on September 22, 2023, approved the acquisition of the Property for the purpose of the RLE Project; and

WHEREAS, By Resolution Number 23-035-21, adopted on September 21, 2023, the Chicago Plan Commission approved the disposition of the Property; and

WHEREAS, Supporting the RLE Project is related to the government and affairs of the City; now, therefore,

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

SECTION 1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

SECTION 2. The Commissioner of the Planning and Development ("Commissioner of DPD"), or a designee of the Commissioner of DPD, is hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to execute an intergovernmental agreement with CTA substantially in the form of Exhibit B which is attached and incorporated ("IGA").

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying portions of the Property to the CTA, in accordance with the IGA.

SECTION 4. The Commissioner of DPD is authorized to take all actions and, subject to the approval of the Corporation Counsel as to form and legality, execute all agreements, which are necessary or appropriate for implementation of the IGA and the intention of this ordinance, including the execution of the permanent easement referenced in the IGA, subject to approval of Commissioner of Assets, Information and Services ("Commissioner of DAIS"). Further, the Commissioner of DPD is authorized to designate any City owned or controlled property for inclusion in the temporary easement in accordance with the IGA.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be in full force and effect immediately upon its passage and approval.

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

*Exhibit "A".
(To Ordinance)*

Legal Description Of Property.

Fee Property.

PARCEL: RLE-010-PA **COMMON ADDRESS:** 401 W. 103rd Pl
PIN: 25-16-105-036-0000

LEGAL DESCRIPTION:

LOT 38, EXCEPT THE WEST 16 FEET AND EXCEPT RAILROAD, IN C. DE JONG'S SUBDIVISION OF NORTH 179 FEET LOT 3 OF SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-023-PA **COMMON ADDRESS:** 120 E. 116th St, 122 E. 116th St, 124 E. 116th St, 128 E. 116th St, 130 E. 116th St, 132 E. 116th St, 134 E. 116th St

PIN(S): 25-22-304-027-0000; 25-22-304-028-0000; 25-22-304-029-0000; 25-22-304-030-0000; 25-22-304-031-0000; 25-22-304-032-0000; 25-22-304-033-0000; 25-22-304-034-0000; 25-22-304-035-0000; 25-22-304-036-0000

LEGAL DESCRIPTION:

PARCEL 1

LOT 1 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 3 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 4 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 5 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 6 IN THE SUBDIVISION OF LOTS 27 TO 32 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOT 26 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 25 IN BLOCK 9 IN KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS. Common address for informational purposes only: 136 E. 116th St. Chicago IL 60628.

PARCEL 9:

LOTS 23 AND 24 IN BLOCK 9 IN KENSINGTON, BEING A SUBDIVISION OF THE SOUTHWEST 2/3 ACRES WEST OF THE RAILROAD OF THE NORTH 60 ACRES OF THE SOUTHEAST 1/4 OF LOTS 1-4 INCLUSIVE IN THE ASSESSOR'S DIVISION OF THE NORTH 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-112-PA **COMMON ADDRESS:** 334 W. 111th Pl.

PIN: 25-21-200-017-0000

LEGAL DESCRIPTION:

LOTS 229 AND 230 IN ROSELAND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-124-PA **COMMON ADDRESS:** 10638 S. Stewart Ave.

PIN: 25-16-129-030-0000

LEGAL DESCRIPTION:

THE SOUTH 3.5 FEET OF LOT 22 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 1139.9 FEET THEREOF), LOT 27 (EXCEPT THE EAST 33 FEET THEREOF) AND (EXCEPT THE WEST 1139.9 FEET THEREOF) AND THAT PART OF THE NORTH 65 FEET OF LOT 30, LYING EAST OF LINE RUNNING FROM A POINT ON THE EAST LINE OF THE WEST 1203.9 FEET OF LOT 30 AFORESAID, SAID POINT BEING 221 FEET NORTH OF THE NORTH LINE OF THE SOUTH 33 FEET OF LOT 30 AFORESAID, TO THE POINT OF INTERSECTION OF THE LINE BETWEEN LOT 27 AND 30 AFORESAID WITH THE EAST LINE OF THE WEST 1154.9 FEET OF LOTS 27 AND 30 AFORESAID (EXCEPT THE EAST 33 FEET THEREOF) IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-125-PA **COMMON ADDRESS:** 356 W. 111th St.

PIN: 25-16-427-001-0000

LEGAL DESCRIPTION:

LOT 3, TOGETHER WITH THE SOUTH 1/2 OF VACATED 110TH STREET LYING NORTH AND ADJOINING SAID LOT 3 IN THE RESUBDIVISION OF THE WEST 9 FEET OF LOT 18 AND ALL

OF LOTS 19, 20, 21, 22 & 25 IN BLOCK 2 AND LOT 22 IN BLOCK 3 IN HORTON'S SUBDIVISION OF LOT 55 AND THE NORTH 1/2 OF LOT 58 IN THE SCHOOL TRUSTEES SUBDIVISION AND LOT 45 IN D.H. HORTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 58 IN SCHOOL TRUSTEES SUBDIVISION AND LOTS 2 THROUGH 7 IN THE RESUBDIVISION OF LOTS 44 TO 51, BOTH INCLUSIVE, IN THE SUBDIVISION OF LOT 63 IN SCHOOL TRUSTEES WITH THE VACATED ALLEY WEST OF AND ADJOINING LOTS 47 AND 48 AND VACATED ALLEY AND STREETS VACATED UNDER DOCUMENT NO. 3368496 RECORDED MARCH 28, 1903 AND DOCUMENT NO. 3818056 RECORDED FEBRUARY 8, 1906, ALL IN SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-126-PA **COMMON ADDRESS:** 11579 S. Michigan Ave.
PIN: 25-22-304-008-0000

LEGAL DESCRIPTION:

LOTS 4 TO 8 IN HARRIET F. REES SUBDIVISION OF BLOCK 10 (EXCEPT THE NORTH 135 FEET THEREOF) IN KENSINGTON, AND OF THAT PART OF VACATED THORNTON ROAD LYING WEST AND ADJOINING SAID BLOCK 10, IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-127-PA **COMMON ADDRESS:** 319 E. 117th St.
PIN: 25-22-316-001-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 1 TO 8 BOTH INCLUSIVE (EXCEPT THE EAST 16 FEET OF SAID LOT 8) LOT 46 IN BLOCK 5 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN THE ILLINOIS CENTRAL AND THE CHICAGO AND WESTERN INDIANA RAILROADS IN THE FIRST ADDITION TO KENSINGTON IN THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 6, 7 AND 8 (EXCEPT THE EAST 16 FEET OF SAID LOT 8) ALSO ALL 16 FOOT PUBLIC ALLEY RUNNING IN A NORTHWESTERLY DIRECTION SOUTHWESTERLY OF AND ADJOINING THE SOUTHWESTERLY LINE OF LOTS 1 TO 6 SOUTHEASTERLY OF THE WEST LINE OF SAID LOT 1 PRODUCED SOUTH ALL IN BLOCK 5 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS IN THE FIRST ADDITION TO KENSINGTON AS PER PLAT THEREOF RECORDED AS DOCUMENT 358729 ALL IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-129-PA **COMMON ADDRESS:** 348 W. 110th Pl.
PIN: 25-16-423-019-0000

LEGAL DESCRIPTION:

LOT 43 IN O.H. HORTON'S SUBDIVISION OF THE SOUTH 1/2 OF LOT 58 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-131-PA **COMMON ADDRESS:** 500 E. 134th St.
PIN: 25-35-100-010-0000

LEGAL DESCRIPTION:

THE EAST 5 ACRES OF THE SOUTH ONE HALF OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-132-PA **COMMON ADDRESS:** 1108 E. 133rd St.
PIN: 25-35-100-016-0000

LEGAL DESCRIPTION:

THE EAST 170 FEET OF THE WEST 15 ACRES (EXCEPT STREETS) IN THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF 134TH STREET AS ORIGINALLY LAID OUT, ALL IN-COOK COUNTY, ILLINOIS.

PARCEL: RLE-139-PA **COMMON ADDRESS:** 11542 S. Michigan Ave.; 11578 S. Michigan Ave.; 11552 S.

Michigan Ave.; 11517 S. State St.; 11562 S. Wabash Ave.; 11534 S. Michigan Ave.

PIN: 25-22-300-053-0000; 25-22-300-058-0000; 25-22-300-068-0000; 25-22-300-006-0000, 25-22-300-007-0000, 25-22-300-042-0000; 25-22-300-019-0000; 25-22-300-043-0000, 25-22-300-038-0000, 25-22-300-005-0000, 25-22-300-041-0000, 25-22-300-040-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOT 4 AND THE EAST 1/2 OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY LYING WEST OF AND ADJOINING SAID LOT 4 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12, (EXCEPT LOT 1) IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 12 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON (EXCEPT LOT 1) OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

ALSO

THAT PORTION OF SOUTH WABASH AVENUE VACATED BY TRACK ELEVATION ORDINANCE PASSED APRIL 5, 1911 BY THE CHICAGO CITY COUNCIL, LYING WEST OF THE WEST LINE OF LOT 12 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON (EXCEPT LOT 1) A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 AND FRACTIONAL SOUTHEAST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN NORTH OF THE INDIAN BOUNDARY LINE, LYING SOUTHERLY OF THE NORTHERLY LINE OF SAID LOT 12 EXTENDED WESTERLY TO THE EAST LINE OF LOT 33 IN BLOCK 2 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12, AFORESAID LYING NORTHERLY OF THE SOUTHERLY LINE OF SAID LOT 12 EXTENDED TO THE SOUTHEAST CORNER OF SAID LOT 33 AND LYING EAST OF THE EAST LINE OF SAID LOT 33 IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 1, 2, 3, AND LOTS 5 TO 11 IN BLOCK 1 IN THE RESUBDIVISION OF REES' AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON, EXCEPT LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

A STRIP OF LAND MARKED "PRIVATE ALLEY" LYING NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, SAID STRIP LYING SOUTH OF AND ADJOINING A TRACT OF LAND MARKED "NOT INCLUDED" IN THIS SUBDIVISION AS SHOWN ON THE PLAT OF SAID RESUBDIVISION RECORDED AS DOCUMENT 370987 IN BOOK 16 OF PLATS PAGE 68, IN COOK COUNTY, ILLINOIS.

ALSO

THE EAST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING LOTS 5 TO 10, BOTH INCLUSIVE, IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE WEST 1/2 OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING EAST OF AND ADJOINING LOTS 1 TO 3, BOTH INCLUSIVE, AND LYING EAST OF AND ADJOINING THE PRIVATE ALLEY WHICH LIES NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 AFORESAID, IN COOK COUNTY, ILLINOIS.

ALSO

THE PART OF THE EAST 1/2 OF VACATED SOUTH WABASH AVENUE WHICH LIES SOUTH OF THE NORTH LINE EXTENDED OF THE PRIVATE ALLEY WHICH LIES NORTH OF AND ADJOINING LOT 3 IN BLOCK 1 IN THE RESUBDIVISION AFORESAID AND NORTH OF THE SOUTHWEST LINE EXTENDED OF LOT 1 IN SAID BLOCK 1, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 33 IN BLOCK 2 IN THE RESUBDIVISION OF REES AND SAWYER'S SUBDIVISION OF BLOCK 12 (EXCEPT LOT 1) IN KENSINGTON, A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PART OF PARCEL 4 & 6:

THAT PART OF LOTS 6 AND 7 (EXCEPT THAT PART OF SAID LOT 7 CONVEYED TO CHICAGO AND WESTERN INDIANA RAILROAD COMPANY BY WARRANTY DEED DATED DECEMBER 27, 1879 AND RECORDED JANUARY 9, 1880 IN BOOK 953, PAGE 99 AS DOCUMENT NUMBER 252016) AND THAT PART OF THE NORTH AND SOUTH VACATED 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 6 AND LYING EAST OF AND ADJOINING THE EAST LINE OF SAID LOT 7, IN ERHARDT'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING PART OF LOT 3 IN THE ASSESSOR'S DIVISION OF THE NORTH

60 ACRES OF THE SOUTHWEST 1 /4 OF SECTION AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 24,1874 IN BOOK OF PUTS, PAGE 8, AS DOCUMENT NUMBER 192320 IN COOK COUNTY, ILLINOIS, AND THAT PART OF LOT 1 AND THE EAST 1/2 OF VACATED WABASH AVENUE LYING WEST OF AND ADJOINING THE WEST LINE OF SAID LOT 1 IN REES AND SAWYER'S SUBDIVISION OF BLOCK 12 IN KENSINGTON, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS LYING SOUTH OF THE FOLLOWING DESCRIBED LINE "A":

COMMENCING AT THE INTERSECTION OF THE NORTHERLY LINE OF THE UNION PACIFIC RAILROAD AND THE EAST LINE OF STATE STREET PER DOCUMENT NUMBER 290573; THENCE NORTH ALONG SAID EASTERLY LINE NORTH 1 DEGREE 46 MINUTES 23 SECONDS WEST, 101.26 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST, 133.00 FEET; THENCE SOUTH 56 DEGREES 12 MINUTES 44 SECONDS EAST, 325.98 FEET TO THE SOUTH LINE OF LOT 1 IN REES AND SAWYER'S SUBDIVISION OF BLOCK 12 OF KENSINGTON; THENCE NORTH 88 DEGREES 39 MINUTES 11 SECONDS EAST ALONG SAID SOUTH LINE, 123.06 FEET TO THE WEST LINE OF MICHIGAN AVENUE PER DOCUMENT NUMBER 290573 FOR THE POINT OF TERMINUS.

PARCEL: RLE-143-PA **COMMON ADDRESS:** 1111 W. 110th St.

PIN: 25-17-412-046-0000

LEGAL DESCRIPTION:

THE WEST 12 1/2 FEET OF LOT 2 AND ALL OF LOT 3 IN BLOCK 13 IN NILS OLSON SUBDIVISION OF BLOCKS 13, 14 AND 17 TO 19 IN STREET'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 17, AND THE NORTH 20 ACRES OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-146-PA **COMMON ADDRESS:** 12119 S. Union Ave.; 12111 S. Union Ave.; 12121 S. Union Ave.

PIN: 25-28-118-007-0000; 25-28-118-035-0000; 25-28-118-008-0000

LEGAL DESCRIPTION:

PARCEL 1: 25-28-118-007-0000

LOT 31 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: 25-28-118-035-0000

LOT 32 AND THE SOUTH 1/2 OF LOT 33 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3: 25-28-118-008-0000

LOT 30 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-161-PA **COMMON ADDRESS:** 10200-10202 S. Parnell Ave.

PIN: 25-09-328-010-0000 and 25-09-328-011-0000

LEGAL DESCRIPTION:

LOTS 1 AND 2 (EXCEPT THE SOUTH 9.96 FEET OF SAID LOT 2) IN BLOCK 45 IN EAST WASHINGTON HEIGHTS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-168-PA **COMMON ADDRESS:** 12138 S. Union Ave.

PIN: 25-28-117-027-0000

LEGAL DESCRIPTION:

LOT 7 IN BLOCK 35 IN WEST PULLMAN, A SUBDIVISION OF THE NORTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL: RLE-169-PA **COMMON ADDRESS:** 12139 S. Union Ave.

PIN: 25-28-118-013-0000

LEGAL DESCRIPTION:

LOT 24 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL RLE-187-PA **COMMON ADDRESS:** 12127 S. Union Ave.

PIN: 25-28-118-010-0000

LEGAL DESCRIPTION:

LOTS 27 AND 28 IN BLOCK 34 IN WEST PULLMAN IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

PARCEL RLE-188-PA **COMMON ADDRESS:** 203 E. 116th St. and 356 E. 118th St.

PIN: 25-22-317-014-0000 and 25-22-317-015-0000

LEGAL DESCRIPTION:

LOTS 23 AND 24 IN BLOCK 3 IN SAMUEL J. GLOVER AND GEORGE N. BLACK'S SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROAD ALL IN FIRST ADDITION TO KENSINGTON IN THE SOUTH 1/2 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL.: RLE-195-PA **Common Address:** 12536 S. Cottage Grove Ave & 12534 S. Cottage Grove Ave

PIN: 25-27-200-010-0000;25-27-200-012-0000

LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY (EXCEPT THAT PART LYING SOUTH OF A LINE 875 FEET NORTH OF THE CENTERLINE OF 126TH STREET, AS EXTENDED):

AN IRREGULAR SHAPED PARCEL LYING NORTHEASTERLY OF THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO PROPERTY AND SOUTHWESTERLY OF 40 FOOT WIDE DEDICATED SOUTH COTTAGE GROVE AVENUE IN THE EAST 1/2 OF SECTION

27 AND FRACTIONAL SECTION 27 SOUTH OF INDIAN BOUNDARY LINE BOTH IN TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEGINNING AT A POINT OF INTERSECTION OF THE EAST WEST CENTERLINE OF SAID SECTION 27 WITH A LINE THAT IS PARALLEL TO AND 250 FEET DISTANT FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY TRACT NUMBER 120 WHICH POINT IS FOUND BY COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27 AND THENCE NORTH 87 DEGREES 13 MINUTES 19 SECONDS EAST ON THE SOUTH LINE OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, A DISTANCE OF 766.33 FEET TO A LINE THAT IS PARALLEL TO AND 250 FEET DISTANT FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD COMPANY'S TRACK NUMBER 120; THENCE NORTH 35 DEGREES 36 MINUTES 41 SECONDS WEST ON SAID 250 FOOT PARALLEL LINE A DISTANCE OF 3161.90 FEET TO THE EAST WEST CENTERLINE OF SAID SECTION 27 AND THE POINT OF BEGINNING, THENCE CONTINUING NORTH 35 DEGREES 36 MINUTES 41 SECONDS WEST ON SAID 250 FOOT PARALLEL LINE A DISTANCE OF 1042.25 FEET, THENCE NORTH 46 DEGREES 46 MINUTES 31 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID METROPOLITAN SANITARY DISTRICT PROPERTY A DISTANCE OF 911.12 FEET, THENCE NORTH 58 DEGREES 26 MINUTES 41 SECONDS WEST, A DISTANCE OF 508.71 FEET, THENCE NORTH 21 DEGREES 50 MINUTES 30 SECONDS EAST A DISTANCE OF 354.43 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND OWNED BY STAINLESS PROCESSING COMPANY, THENCE SOUTH 47 DEGREES 05 MINUTES 23 SECONDS EAST, A DISTANCE OF 1181.17 FEET TO POINT OF INTERSECTION OF THE NORTH LINE OF 40 FOOT WIDE 124TH STREET AND THE WESTERLY LINE OF 40 FOOT WIDE SOUTH COTTAGE GROVE, THIS 1181.17 FOOT LINE BEING MORE OR LESS 20 FEET SOUTHWESTERLY OF THE CENTERLINE OF A SERIES OF LADDER TRACKS OF A RAILROAD YARD, THENCE SOUTH 35 DEGREES 36 MINUTES 41 SECONDS EAST A DISTANCE OF 1540.70 FEET TO THE EAST WEST CENTERLINE OF SAID SECTION 27, THENCE SOUTH 87 DEGREES 03 MINUTES 19 SECONDS WEST ON SAID EAST WEST CENTERLINE A DISTANCE OF 190.06 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Easement Property

PARCEL.: RLE-014-PA **Common Address:** 11631-11633 S Indiana Ave.

PIN: 25-22-311-013-0000; 25-22-311-012-0000

LEGAL DESCRIPTION:

THAT PART OF LOT 22, LOT 23 AND LOT 24, IN BLOCK 1 OF SAMUEL J. GLOVER & GEORGE N. BLACKS SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN FIRST ADDITION TO KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1881, AS DOCUMENT NO. 358729, DESCRIBED AS FOLLOWS WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), LYING ABOVE A HORIZONTAL PLANE ELEVATION OF 29.72 FEET (CITY OF CHICAGO DATUM):

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTH 56 DEGREES 37 MINUTES 55 SECONDS WEST ON THE SOUTH LINE OF SAID LOT 22, BEING ALSO THE NORTH LINE OF THE UNION PACIFIC RAILROAD (FORMERLY THE CHICAGO AND WESTERN INDIANA RAILROAD), 152.87 FEET TO THE SOUTHWEST CORNER OF SAID LOT 22; THENCE NORTH 1 DEGREE 46 MINUTES 37 SECONDS WEST ON THE WEST LINE OF SAID LOT 22, LOT 23, AND LOT 24, A DISTANCE OF 79.49 FEET TO A LINE DRAWN 65.00 FEET NORTHEAST OF

(AS MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 22, AND THE NORTH LINE OF THE UNION PACIFIC RAILROAD, AFORESAID; THENCE SOUTH 56 DEGREES 37 MINUTES 55 SECONDS EAST, ON SAID PARALLEL LINE. 152.87 FEET TO THE EAST LINE OF SAID LOT 22; THENCE SOUTH 1 DEGREE 46 MINUTES 37 SECONDS EAST ON SAID EAST LINE, 79.49 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS. SAID PARCEL CONTAINING A HORIZONTAL PLANE AREA OF 9,936 SQUARE FEET, MORE OR LESS, OR 0.228 ACRE, MORE OR LESS.

THAT PART OF LOT 22, IN BLOCK 1 OF SAMUEL J. GLOVER & GEORGE N. BLACKS SUBDIVISION OF BLOCK 1 AND THAT PART OF BLOCK 6 LYING BETWEEN ILLINOIS CENTRAL AND CHICAGO AND WESTERN INDIANA RAILROADS, ALL IN FIRST ADDITION TO KENSINGTON, A SUBDIVISION IN SECTION 22, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 12, 1881, AS DOCUMENT NO. 358729, DESCRIBED WITH BEARINGS AND DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE, NAD83 (2011 ADJUSTMENT), LYING BELOW A HORIZONTAL PLANE ELEVATION OF 29.72 FEET (CITY OF CHICAGO DATUM), AND BEING TWO SEPARATE CIRCLES IN SHAPE WITH A RADIUS OF 6.00 FEET, THE CENTER OF SAID CIRCLES FURTHER DESCRIBED HEREIN AS POINTS "A" AND "B", LOCATED ON THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 22; THENCE NORTH 1 DEGREE 46 MINUTES 37 SECONDS WEST ON THE EAST LINE OF SAID LOT, 35.54 FEET TO THE POINT OF BEGINNING; THENCE NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 15.04 FEET TO THE CENTER OF A COLUMN AS CONSTRUCTED, DESIGNATED POINT "A" BEING THE RADIUS POINT OF THE FIRST OF SAID TWO 6.00 FOOT RADIUS CIRCLES; THENCE CONTINUING NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 120.00 FEET TO THE CENTER OF A COLUMN AS CONSTRUCTED, DESIGNATED POINT "B" BEING THE RADIUS POINT OF THE SECOND OF SAID TWO 6.00 FOOT RADIUS CIRCLES; THENCE NORTH 56 DEGREES 29 MINUTES 09 SECONDS WEST, 18.10 FEET TO A POINT OF TERMINATION OF SAID LINE ON THE WEST LINE OF SAID BLOCK 1, AT A POINT 36.02 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 22, AS MEASURED ON THE WEST LINE OF SAID BLOCK 1, IN COOK COUNTY ILLINOIS. SAID PARCEL CONTAINING A HORIZONTAL PLANE AREA DIVIDED EQUALLY OF 226 SQUARE FEET, MORE OR LESS, OR 0.005 ACRE, MORE OR LESS.

Temporary Easement Property

Temporary Easement Property will be designated and described upon the Commissioner of DPD's approval of CTA's selection of City owned property.

*Exhibit "B".
(To Ordinance)*

*Intergovernmental Agreement Between The Chicago Transit Authority And
The City Of Chicago Concerning The Chicago Transit Authority's
Red Line Extension.*

This Intergovernmental Agreement ("IGA" or "Agreement") is made and entered into this ____ day of _____, 2023, by and between the Chicago Transit Authority ("CTA"), an Illinois political subdivision, body politic and municipal corporation, and the City of Chicago ("City"), an Illinois home rule municipality, by and through its Department of Planning and Development ("DPD"). CTA and City are hereinafter individually referred to herein as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the CTA is extending its Red Line service from 95th Street to 130th Street (the "RLE Project"); and

WHEREAS, the RLE Project provides a rapid transit connection for Far South Side residents from 130th Street to downtown (the "RLE Project Area");

WHEREAS, the City owns land in the RLE Project Area, and the Parties agree that the City will convey to the CTA, to the extent of City's interest, (i) title to the real property legally described in Exhibit A attached hereto ("Fee Property"), (ii) a grant of temporary easement in the real property legally described in Exhibit B attached hereto ("Temporary Easement Property"); and (iii) a grant of permanent easement in real property legally described in Exhibit C attached hereto ("Permanent Easement Property"); Fee Property, Temporary Easement Property, and Permanent Easement Property are collectively the "Property";

WHEREAS, the City and CTA have agreed the CTA will accept the Property "as is", as defined in Section 3.1, and in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities; and

WHEREAS, the Chicago Transit Board approved this Agreement and the acquisition and/or easement of the Property for the RLE Project in Ordinance 23-_____; and

WHEREAS, the Chicago City Council ("City Council"), pursuant to an ordinance adopted on _____, and published at pages _____ through _____ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the execution of this Agreement;

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

SECTION 1. INCORPORATION OF RECITALS. The recitals set forth above constitute an integral part of this IGA and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

SECTION 2. CONVEYANCE OF THE PROPERTY.

2.1 The Real Estate Transaction. At the Closing (as defined in Section 2.8), the City will convey and CTA will accept:

- a) fee simple interest to the Fee Property pursuant to a quitclaim deed in the form attached hereto as Exhibit A-1 ("Deed");
- b) a temporary easement for access, construction, and other RLE Project purposes in and through the Temporary Easement Property in the form attached hereto as Exhibit B-1 ("Temporary Easement"); and
- c) a permanent easement for RLE improvements, including access, construction, and other RLE Project purposes in and through the Permanent Easement Property in the form attached hereto as Exhibit C-1 ("Permanent Easement"); "Temporary Easement" and "Permanent Easement" are hereinafter collectively referred to as "Easements").

The CTA, at its sole discretion and upon written notice to City, may elect not to acquire one or more parcels of the Property without penalty or recourse from the City. In the event CTA makes such an election within the two weeks before the Closing, then the Parties shall agree to any reasonable requested rescheduling of the Closing, if necessary.

2.2 Personal Property, Fixtures and Improvements. The sale of Fee Property is only for the real estate and improvements, and does not include personal property or fixtures located on the Fee Property, if any. Upon inspection of the Fee Property, CTA shall within five (5) business days notify City of any personal property found on the Fee Property. If the personal property

belongs to the City, then City, at its sole cost and expense, shall remove any personal property prior to Closing. Any personal property or fixtures not removed by the City from the Fee Property shall be deemed to be abandoned by the City and the CTA may dispose of the personal property and/or fixtures at its sole cost and expense and in accordance with applicable local and state law.

2.3 Purchase Price. The purchase price for each parcel of Fee Property, and each Easement is One and 00/100 Dollar (\$1.00) (the "Purchase Price").

2.4 Property Inspection. Prior to the Closing, CTA will coordinate with the City's Department of Assets, Information and Services ("DAIS") to obtain rights of entry to the Property for performance of a property inspection, including, but not limited to, any environmental assessments, which shall be conducted at the sole cost and expense of the CTA.

2.5 Title Commitment and Survey. The CTA shall obtain title commitments and surveys for each Fee Property and Easement at CTA's sole cost and expense and deliver such title commitments and surveys to the City not less than sixty (60) days before the Closing ("Title and Survey").

2.6 Title to Fee Property. At Closing, City shall convey and CTA shall accept a fee simple interest to the Fee Property pursuant to the Deed, subject only to the terms of this Agreement, without any warranty of title, and without limiting the nature of a quitclaim deed, the following:

- (i) The standard exceptions in an ALTA title insurance policy;
- (ii) Any and all easements, encroachments, covenants and restrictions of record and not shown of record in the survey and title commitment/policy or any other instrument;
- (iii) Such other title defects as may exist; and
- (iv) Any and all exceptions caused by the acts of the CTA or its agents.

2.7 Reversion. After completion of the RLE Project, if any parcel of the Property has not been used for the RLE Project, including a conveyance to a third party as replacement property for the purpose of the RLE Project, then title to such parcel will revert to the City upon sixty (60) days prior written notice by City to the CTA. This provision shall be incorporated into the Deed. Prior to the effective date of such reversion, the CTA shall restore any such reverting parcel to the extent it was altered or disturbed by CTA following its conveyance to CTA, including performing any environmental remediation necessary, to the reasonable satisfaction of City.

2.8 Closing. The closing shall be at the downtown offices of the title company chosen by CTA and at a time mutually agreeable to the Parties ("Closing") unless the Parties agree to a virtual Closing. Multiple closings may be held by the Parties for conveyance of Fee Property, or

grant of Easements. Full possession of the Property, by Deed and/or grant of Easement, shall be delivered to the CTA at Closing, unless otherwise agreed by the Parties. CTA shall provide the City with sixty (60) days' prior written notice of the Closing. As used in this IGA, references to "Closing Date" herein shall mean the date on which ownership or grant of easement of a parcel is conveyed by the City to the CTA.

2.9 City Closing Deposits. In order to consummate this transaction, the City will deliver the following duly executed and, where applicable, notarized:

- (i) A duly executed and recordable Deed conveying title to the Fee Property;
- (ii) A duly executed and recordable counterpart of each applicable Easement;
- (iii) An ALTA Statement, in relation to the Fee Property only;
- (iv) Full Payment Certification (no more than 60 days old) from the City's water department, in relation to the Fee Property only;
- (v) A FIRPTA certificate indicating that the City is not subject to withholding under the Foreign Investment in Real Property Act, in relation to the Fee Property only; and
- (vi) Such other documents customarily required by the Title Company to provide title insurance coverage, but expressly excluding, however, any item that is inconsistent with a quitclaim deed, including a "gap" undertaking, title indemnities, and similar liabilities.

2.10 CTA Closing Deposits. In order to consummate this transaction, CTA will deposit the following duly executed and, where applicable, notarized:

- (i) the Purchase Price;
- (ii) a duly executed and recordable counterpart of each applicable Easement;
- (iii) an ALTA Statement; and
- (iv) such other documents as the Title Company may require in order to enable the Title Company to provide title insurance coverage.

2.11 Transfer Tax. The Parties shall both execute and deliver at Closing all necessary state, county, and municipal real estate transfer tax declarations.

2.12 PIN Division and/or Consolidation. After Closing, CTA shall prepare, CTA and City shall jointly execute, and CTA shall file with the appropriate authorities petition and

documentation as necessary to petition for a PIN division and/or consolidation or similar proceeding separating the Fee Property from City's remaining property. CTA shall cover all costs and expenses related to the PIN division and/or consolidation filing.

2.13 Closing and Recording Costs. The CTA shall pay all recording and escrow fees. Each Party shall pay its own attorneys' fees with respect to the easements and conveyance of title.

SECTION 3. CONDITION, ENVIRONMENTAL MATTERS.

3.1 "As Is". The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. The CTA acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. The CTA acknowledges that the Property is conveyed by City, and the CTA agrees to accept the Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at Closing, with all faults and defects, latent or otherwise, and CTA acknowledges that the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the CTA, with respect to the structural, physical or environmental condition of the Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The CTA 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 CTA agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

3.2 Definitions.

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

"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.

"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.

3.3 Compliance with Environmental Requirements, Notice. CTA agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Property, in connection with its performance of any work on the Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated Materials in, on, or about the Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances or Other Regulated Materials in, on or about the Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party's respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Property, then such Party shall immediately notify the other. In the event of a release of Hazardous Substances or Other Regulated Materials by the CTA or CTA's employees, agents, or representatives on the Easements, if City reasonably determines that such release could result in liability for City, CTA shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Property as reasonably directed by the City, all in accordance with applicable Environmental Law.

3.4 Importing Clean Fill Material. Only clean fill materials shall be imported on the Property and no bio-solids or bio-solids-based products may be imported to the Property from a wastewater treatment facility or other source.

3.5 Environmental Remediation.

a. Phase I. The CTA shall perform and provide the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527 for the Property prior to the conveyance of the Property.

b. Pedestrian Use Areas.

- (i) Pedestrian Use Area refers to a portion or part of the Property improved or partially improved with landscaping, natural materials, and permeable pavement, within or adjacent to a RLE Red Line station, or station campus. Pedestrian Use Area does not refer to paved surfaces (sidewalks, roads), building(s), train platforms, or the area beneath RLE rail tracks.
- (ii) With respect to Pedestrian Use Areas, in the event that the Phase I ESA for such portion of the Property identifies any Recognized Environmental Conditions ("RECs"), the CTA shall perform a Phase II Environmental Site Assessment ("Phase II ESA") to ascertain the presence of any environmental impacts that may be associated with the RECs. Upon the City of Chicago Department of Assets, Information, and Services' ("DAIS") request, the CTA shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on such portion of the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.
- (iii) For Pedestrian Use Areas, if contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then the CTA or any future Developer must enroll such portion of the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll such portion of the Property in the SRP.
- (iv) If the CTA or any future Developer enrolls (or is required to enroll) the Pedestrian Use Areas in the SRP, the CTA or any future Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a Remedial Action Plan Approval Letter ("RAP Approval Letter") for such portion of the Property.
- (v) Upon receipt of the RAP Approval Letter for such portion of the Property, the CTA agrees to complete all remediation work necessary to obtain a Final Comprehensive residential No Further Remediation ("NFR") Letter for such portion of the Property using all reasonable means. The City shall have the right to request and review 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 CTA or any future Developer's estimate of the cost to perform the remediation work. The CTA or any future 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.

- (vi) The CTA or any future Developer acknowledges and agrees not to allow public access for the Pedestrian Use Areas until the IEPA has issued, and the CTA or any future Developer has recorded with the Cook County Clerk's Office, a Final Comprehensive residential NFR Letter for such portion of the Property (to the extent required), unless otherwise approved by the City.
- (vii) The CTA or any future owner must abide by the terms and conditions of the Final Comprehensive residential NFR letter for such portion of the Property.

c. Cooperation. The CTA shall cooperate and consult with the City at all relevant times with respect to environmental matters. City shall have the right to request and review documents, including the Phase I and Phase II ESAs. The City must be named in a reliance letter for all environmental assessment reports produced concerning such portion of the Property.

3.6 Release. The CTA, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Fee Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Easement Property and taking by, under or through the CTA (collectively, the "CTA Parties"), hereby waives, releases, relinquishes and forever discharges the City, its officers, officials, and employees (collectively, the "City Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, 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 by City's attorney of choice) (collectively, "Losses") which the CTA Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances or Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected

presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, 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 Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the City, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

3.7 Indemnification.

- (i) **Fee Property:** Effective upon Closing, and to the full extent of the law, the CTA agrees to indemnify, defend and hold harmless the City Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Fee Property, or migrating onto or from the Fee Property; or b) any and all violations of Environmental Laws occurring on or about the Fee Property; provided, however, the foregoing indemnification shall not apply to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the City after the Closing Date. City hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Fee Property under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.
- (ii) **Temporary Easement:** Effective upon Closing, and to the full extent of the law, the CTA agrees to indemnify, defend and hold harmless the City Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Temporary Easements, or migrating onto or from the Temporary Easements or b) any and all violations of Environmental Laws occurring on or about the Temporary Easements; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful

misconduct of the City after the Closing Date; b) to the extent such Environmental Claims occur after expiration of the Temporary Easement, and CTA finishes construction activities, and the Environmental Claims are not proximately caused by the negligence or willful misconduct of the CTA. City hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Temporary Easement under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.

- (iii) **Permanent Easement:** Effective upon Closing, and to the full extent of the law, the CTA agrees to indemnify, defend and hold harmless the City Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easements, or migrating onto or from the Permanent Easements or b) any and all violations of Environmental Laws occurring on or about the Permanent Easements; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the City after the Closing Date; b) Environmental Claims suffered, raised or claimed by any third party including those arising from (1) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easements which after the Closing Date, exists on, in, or under the Permanent Easement, or migrating onto or from the Permanent Easements due to the actions of a third-party that is not a CTA Party (as that term is defined above) or (2) any and all violations of Environmental Laws occurring on or about the Permanent Easements after the Closing Date due to the actions of a third-party that is not a CTA Party (as that term is defined above). City hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Permanent Easement under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.

3.8 Release and Indemnity Run with the Land. The covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 3.1 through 3.3 and Sections 3.6 through 3.8 above shall run with the Property (as applicable), and shall be binding upon all successors and assigns of the CTA with respect to the Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the CTA following the Closing. The CTA acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the City to enter into this IGA, and that, but for such release and indemnity, the City would not have agreed to convey or grant easement in the Property to the CTA. It is expressly agreed and understood by and between the CTA and the City that, should any future obligation of the CTA or CTA Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the CTA and any of the CTA Parties shall not assert that those obligations must be satisfied in whole

or in part by the City, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

3.9 Survival. The text of Sections 3.1 through 3.3 and Sections 3.6 through 3.8 shall be incorporated in the Deed and Easements, and run with the Property. The obligations stated in Sections 3.1 through 3.9 shall survive the Closing and any termination of this Agreement as provided therein.

SECTION 4. NOTICES.

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

To the Chicago Transit Authority:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: Real Estate

With a copy to:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attn: General Counsel's Office

To the City:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, 10th Floor
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

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

Any notice, demand or communication given pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon confirmed transmission by email, provided that such email transmission is confirmed as having occurred at or prior to 5:00 p.m. on a business day. If such transmission occurred after 5:00 p.m. on a business day or on a nonbusiness day, it shall be deemed to have been given on the next business day. Any notice, demand, or communication given pursuant to clause (c) shall be deemed received on the business day

immediately following deposit with the overnight courier. Any notice, demand, or communication sent pursuant to clause (d) shall be deemed received three (3) business days after mailing. The Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands, or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 4 shall constitute delivery.

The Parties agree to promptly notify each other of any change in its designated representative, which notice shall include the name, address, email address, and telephone number of the representative for such Party for the purpose hereof.

SECTION 5. MODIFICATIONS OR AMENDMENTS.

This IGA may not be altered, extended, modified, or amended except by written instrument signed by all of the Parties hereto.

SECTION 6. COMPLIANCE WITH LAWS.

The Parties hereto shall comply with all applicable federal, state and municipal laws, ordinances, rules and regulations, judicial orders, and other governmental regulation relating to the IGA and the RLE Project.

SECTION 7. GOVERNING LAW AND SEVERABILITY.

This IGA shall be governed by the laws of the State of Illinois. If any provision of this IGA shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any provision or provisions hereof or any constitution, statute, ordinance, rule or law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision invalid or the invalidity of any one or more phrases, sentences, clauses, or sections contained in this IGA shall not affect the remaining portions of this IGA or any part hereof.

SECTION 8. ENTIRE AGREEMENT; INTERPRETATION.

This IGA and the exhibits attached hereto constitute the entire agreement of the Parties with respect to the subject transaction. All prior oral and written agreements and statements are entirely superseded by this IGA. Any future modifications of this IGA shall be only by a writing signed by both Parties. The words "shall", "will", and "must" are intended to convey a mandate, duty or an obligation. The phrases "shall not", "will not" and "must not" are intended to be construed as restrictive or prohibitive. The words "may" or "might" are intended to give the performing party a choice in performing the action.

SECTION 9. HEADINGS.

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

SECTION 10. DISCLAIMER OF RELATIONSHIP.

Nothing contained in this IGA, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the CTA and City. The Parties agree that City staff is not and shall not be considered an employee of the CTA, and shall not be entitled to receive insurance, workers' compensation, or other employee benefits customarily received by employees of CTA. Similarly, the Parties agree that the CTA staff is not and shall not be considered an employee of the City, and shall not be entitled to receive insurance, workers' compensation, or other employee benefits customarily received by employees of the City.

SECTION 11. NO PERSONAL LIABILITY.

No member, official, employee or agent of the CTA or City shall be individually or personally liable in connection with the IGA.

SECTION 12. COUNTERPARTS.

This IGA and any document or instrument executed pursuant hereto may be executed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SECTION 13. TIME OF THE ESSENCE.

The Parties agree that time of performance of each Party's obligations under this Agreement is of the essence.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on or as of the date first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Patrick Murphey
Acting Commissioner
Department of Planning and Development

Approved as to form and legality:

Assistant Corporation Counsel

CHICAGO TRANSIT AUTHORITY, a municipal corporation

By: _____
Lester A. Barclay
Chairman of the Chicago Transit Board

ATTEST:

Secretary to the Board

APPROVED AS TO FORM AND LEGALITY FOR CTA:

Attorney

[(Sub)Exhibit "A" referred to in this Intergovernmental Agreement with Chicago Transit Authority constitutes Exhibit "A" to ordinance printed on pages 4623 through 4631 of this *Journal*.]

[(Sub)Exhibit "B" referred to in this Intergovernmental Agreement with Chicago Transit Authority unavailable at time of printing.]

(Sub)Exhibits "A-1", "B", "B-1", "C" and "C-1" referred to in this Intergovernmental Agreement with the Chicago Transit Authority read as follows:

(Sub)Exhibit "A-1".

(To Intergovernmental Agreement With Chicago Transit Authority)

Quit Claim Deed.

THIS QUIT CLAIM DEED (this "Deed"), made this _____ day of _____, 2023, between the **CITY OF CHICAGO**, an Illinois home rule municipality, hereinafter referred to as **GRANTOR**, and **CHICAGO TRANSIT AUTHORITY**, an Illinois municipal corporation, created and existing by virtue of the laws of the State of Illinois, with its principal place of business at 567 West Lake Street, Chicago, Illinois 60661, hereinafter referred to as **GRANTEE**.

WITNESSETH, that **GRANTOR**, for and in consideration of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration, in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, by these present, conveys and quit claims unto **GRANTEE**, all interest and title in the following described parcels of real estate situated in the City of Chicago, County of Cook and State of Illinois, to wit:

See Exhibit A attached hereto and made a part hereof

(hereinafter referred to as the "Fee Property").

This Deed is subject to all matters of record, including covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, and any other encumbrances of record, all matters not of record, and all unpaid general real estate taxes and special assessments.

Such conveyance is made subject to the following provisions, to which Grantee agrees by its acceptance of this Deed:

Pursuant to Sections 2.7 and 3.9 of the _____ 2023 Intergovernmental Agreement between

Grantor and Grantee Concerning the Conveyance of Parcels for the Red Line Extension (“Agreement” or “IGA”):

1. Reversion. After completion of the RLE Project (as defined in the Agreement), if any parcel of the Fee Property has not been used for the RLE Project, including a conveyance to a third party as replacement property for the purpose of the RLE Project, then title to such parcel will revert to the Grantor upon sixty (60) days prior written notice by Grantor to the Grantee. Prior to the effective date of any such reversion, the Grantee shall restore any such reverting parcel to the extent it was altered or disturbed by Grantee following its conveyance to Grantee, including performing any environmental remediation necessary, to the reasonable satisfaction of Grantor.
2. “As Is”. The Grantor makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Fee Property or the suitability of the Fee Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Fee Property and accepts the risk that any inspection may not disclose all material matters affecting the Fee Property. The Grantee acknowledges that the Fee Property is conveyed by Grantor, and the Grantee agrees to accept the Fee Property in its “AS IS,” “WHERE IS” and “WITH ALL FAULTS” condition at Closing, with all faults and defects, latent or otherwise, and Grantee acknowledges that Grantor has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the Fee Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee 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 Grantor or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Fee Property in a condition which is suitable for its intended use.

3. Definitions.

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

“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.

“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 Grantor 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.

4. Compliance with Environmental Requirements, Notice. Grantee agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Fee Property, in connection with its performance of any work on the Fee Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated Materials in, on, or about the Fee Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances or Other Regulated Materials in, on or about the Fee Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party’s respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Fee Property, then such Party shall immediately notify the other. In the event of a release of

Hazardous Substances or Other Regulated Materials by the Grantee or Grantee's employees, agents, or representatives on the Easements, if Grantor reasonably determines that such release could result in liability for Grantor, Grantee shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Fee Property as reasonably directed by the Grantor, all in accordance with applicable Environmental Law.

5. **Release.** The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Fee Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Fee Property and taking by, under or through the Grantee (collectively, the "Grantee Parties"), hereby waives, releases, relinquishes and forever discharges the Grantor, its officers, officials, and employees (collectively, the "Grantor Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, 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 by Grantor's attorney of choice) (collectively, "Losses") which the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Fee Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Fee 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 Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Fee Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Fee Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, 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 Fee

Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the Grantor, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

6. Indemnification. Fee Property. Effective upon Closing, and to the full extent of the law, the Grantee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Fee Property, or migrating onto or from the Fee Property or b) any and all violations of Environmental Laws occurring on or about the Fee Property; provided, however, the foregoing indemnification shall not apply to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the Grantor after the Closing Date. Grantor hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Fee Property under both law or contract. This indemnification shall survive the Closing and any termination of this Agreement.
7. Release and Indemnity Run with the Land. The right of reversion stated in Section 1 above, along with the covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 2 through 6 above shall run with the Fee Property (as applicable), and shall be binding upon all successors and assigns of the Grantee with respect to the Fee Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Fee Property under or through the Grantee following the Closing. The Grantee acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the Grantor to enter into this IGA, and that, but for such release and indemnity, the Grantor would not have agreed to convey the Fee Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the Grantor that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Fee Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the Grantor, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

This Deed is executed pursuant to Grantor of Chicago Ordinance approved _____, 2023, and is accepted pursuant to Ordinances Nos. 022-118 and 023-_____ passed by the Chicago Transit Board of the Chicago Transit Authority on October 14, 2022, and _____.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, said Grantor has caused this instrument to be signed by the Mayor, and attested to by the City Clerk, and caused its corporate seal to be hereunto affixed, on or as of the day and year first above written.

ATTEST:

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

Andrea M. Valencia, City Clerk

By: _____
Brandon Johnson, Mayor

Approved as to form and legality, for the City of Chicago

By: _____
Assistant Corporation Counsel,
City of Chicago

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for Cook County, in the State aforesaid, do hereby certify that Mary B. Richardson-Lowry, personally known to me to be the Corporation Counsel of the City of Chicago, an Illinois municipal corporation (the "Grantor"), pursuant to proxy on behalf of Brandon Johnson, Mayor of the Grantor, and Andrea M. Valencia, the City Clerk of the Grantor, or her authorized designee, both personally known to me to be the same people whose names are subscribed to the foregoing instrument, appeared before me this day in person, and being first duly sworn by me, acknowledged that as Corporation Counsel and City Clerk, respectively, each person signed and delivered the foregoing instrument and caused the corporate seal of the Grantor to be affixed thereto, pursuant to authority given by the Grantor, as each person's free and voluntary act, and as the free and voluntary act and deed of the Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

ACCEPTED:

CHICAGO TRANSIT AUTHORITY

Lester Barclay
Chairman

ATTEST:

Secretary

Approved as to form and legality, for the sole benefit of CTA.
 Subject to proper authorization and execution thereof.

 Attorney

STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County of Cook in the State of Illinois, do hereby certify that **Lester Barclay** is personally known to me to be the Chairman of the Chicago Transit Authority, a municipal corporation, and **Georgette Greenlee** is personally known to me to be the Secretary of said corporation, and they are personally known to me to be the same persons whose names are subscribed to the foregoing instrument and they appeared before me this day in person and severally acknowledged that as such Chairman and Secretary, they signed, and delivered the said instrument as Chairman and Secretary of said corporation, as their free and voluntary act and deed, and the free and voluntary act and deed of the said Chicago Transit Authority and the said Secretary caused the corporate seal of said corporation to be affixed thereto pursuant to the authority given by the Chicago Transit Authority Board of said corporation as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2023.

Notary Public

My Commission Expires: _____

[(Sub)Exhibit "A" referred to in this Quit Claim Deed unavailable at time of printing.]

(Sub)Exhibit "B-1".
(To Intergovernmental Agreement With Chicago Transit Authority)

Temporary Easement.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Qution Curtis, the President of The Black Fire Brigade Org, an Illinois not-for-profit corporation ("Developer"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by the Developer, as his free and voluntary act and as the free and voluntary act and deed of the Developer, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patrick Murphey, the Acting Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, s/he signed and delivered the foregoing instrument pursuant to authority given by the City as her/his free and voluntary act and as the free and voluntary act and deed of the City, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC

Grantor shall have, and retain all rights to use, occupy and access Grantor's remaining property, except to the extent expressly granted herein; provided, however, that Grantor's use and occupation of its remaining property shall not be allowed to interfere with Grantee's use of the Temporary Easement for the purposes herein described.

Grantee represents that Grantee shall not encroach on the Grantor's remaining property in performing the improvements, or shall take appropriate actions to ensure that no equipment or materials, or any use of the improvements themselves shall interfere with the use and operations of the Grantor on the Grantor's property.

The Temporary Easement is granted on a quitclaim basis, subject to all matters of record, including covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, and any other encumbrances of record, all matters not of record, and all unpaid general real estate taxes and special assessments.

To the extent authorized by law, the Grantee shall indemnify, save and hold harmless the Grantor, its directors, agents, and employees against all loss, cost, damage or expense because of injury to or death of any person, or persons or damage to any property arising out of, or resulting from the use of the Premises, or the negligent, willful and wanton, or intentional tortious conduct of the Grantee, and including but not limited to its contractors, employees, or agents, except to the extent proximately caused by the negligent, willful and wanton, or intentional tortious conduct of Grantor, its employees, or agents. Further, upon reasonable notice and tender, delivered with copies of available correspondence and legal documents, the Grantee shall, at its own expense, appear, defend and pay all reasonable attorney's fees, costs and expenses arising therefrom or incurred in connection with this provision, and if any judgment shall be entered against Grantor in connection with this provision, the Grantee, shall at its own expense, satisfy and discharge the same.

Pursuant to Section 3.9 of the _____ 2023 Intergovernmental Agreement between Grantor and Grantee Concerning the Conveyance of Parcels for the Red Line Extension ("Agreement" or "IGA"):

1. "As Is". The Grantor makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Temporary Easement Property or the suitability of the Temporary Easement Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Temporary Easement Property and accepts the risk that any inspection may not disclose all material matters affecting the Temporary Easement Property. The Grantee acknowledges that the Temporary Easement Property is conveyed by Grantor, and the Grantee agrees to accept the Temporary Easement Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at Closing, with all faults and defects, latent or otherwise, and Grantee acknowledges that the Grantor has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the Temporary Easement Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee 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 Grantor or its agents or employees with respect thereto. The Grantee agrees that it is

its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Temporary Easement Property in a condition which is suitable for its intended use.

2. Definitions.

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

“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.

“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.

3. Compliance with Environmental Requirements, Notice. Grantee agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Temporary Easement Property, in connection with its performance of any work on the Temporary Easement Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated in, on, or about the Temporary Easement Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances

or Other Regulated Materials in, on or about the Temporary Easement Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party's respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Temporary Easement Property, then such Party shall immediately notify the other. In the event of a release of Hazardous Materials by the Grantee or Grantee's employees, agents, or representatives on the Easements, if Grantor reasonably determines that such release could result in liability for Grantor, Grantee shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Temporary Easement Property as reasonably directed by the Grantor, all in accordance with applicable Environmental Law.

4. **Release.** The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Temporary Easement Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Temporary Easement Property and taking by, under or through the Grantee (collectively, the "Grantee Parties"), hereby waives, releases, relinquishes and forever discharges the Grantor, its officers, officials, and employees (collectively, the "Grantor Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, 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 by Grantor's attorney of choice) (collectively, "Losses") which the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Temporary Easement Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Temporary Easement 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 Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Temporary Easement Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Temporary Easement Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, 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 Temporary Easement Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release

shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the Grantor, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

5. Indemnification. Temporary Easement. Effective upon Closing, and to the full extent of the Law, the Grantee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Temporary Easement Property, or migrating onto or from the Temporary Easement Property or b) any and all violations of Environmental Laws occurring on or about the Temporary Easement Property; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the Grantor after the Closing Date; b) to the extent such Environmental Claims occur after expiration of the Temporary Easement, and Grantee finishes construction activities, and the Environmental Claims are not proximately caused by the negligence or willful misconduct of the Grantee. Grantor hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Temporary Easement Property under both law or contract. This indemnification shall survive the Closing and any termination of the Agreement.

6. Release and Indemnity Run with the Land. The covenants of "as is" acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 1 through 5 above shall run with the Temporary Easement Property (as applicable), and shall be binding upon all successors and assigns of the Grantee with respect to the Temporary Easement Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Temporary Easement Property under or through the Grantee following the Closing. The Grantee acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the Grantor to enter into this IGA, and that, but for such release and indemnity, the Grantor would not have agreed to convey or grant easement in the Temporary Easement Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the Grantor that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Temporary Easement Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the Grantor, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.

Grantor, without limiting the Temporary Easement above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of, or related to, the diminution in value to any remaining property of the Grantor caused by the opening, improving and using the Premises for construction and access purposes are hereby waived. This acknowledgment does not waive any claim for trespass to such remaining property or other indemnification obligations of Grantee.

The rights and obligations of the Grantor and the Grantee, respectively hereunder, shall inure to the benefit of and be binding upon their respective successors and assigns, and all terms, conditions, and covenants herein shall be construed as covenants, running with the land.

All notices given under this instrument shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

GRANTEE: CHICAGO TRANSIT AUTHORITY
567 West Lake Street
Chicago, Illinois 60661
Attn: Joe Harmening

WITH A COPY TO: CHICAGO TRANSIT AUTHORITY
567 West Lake Street
Chicago, Illinois 60661
Attn: General Counsel

GRANTOR: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner

WITH A COPY TO: City of Chicago Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel
Real Estate and Land Use Division

[SIGNATURE PAGES FOLLOW]

Dated this _____ day of _____, 2023.

The Chicago Transit Authority, a municipal corporation

By: _____

Name: _____

Title: _____

This Temporary Easement is executed pursuant to Ordinances Nos. 022-118_____ and _____ passed by the Chicago Transit Board of the Chicago Transit Authority on October 14, 2022 and _____.

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof:

By: _____

Attorney, Chicago Transit Authority

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 _____ of **The Chicago Transit Authority**, a municipal corporation, 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 under oath that as such, he/she signed and delivered the instrument, as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

(SEAL)

Notary Public
My Commission Expires: _____

Dated this _____ day of _____, 2023.

City of Chicago, a home rule municipality

By: _____

Name: _____

Title: _____

Authorized by ordinance approved by City Council.

Approved as to form and legality:

Assistant Corporation Counsel

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 _____ of **The City of Chicago**, a municipal corporation, 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 under oath that as such, he/she signed and delivered the instrument, as the free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

(SEAL)

Notary Public
My Commission Expires: _____

[(Sub)Exhibit "A" (Temporary Easement Property) referred to
in this Temporary Easement will be designated and
described by agreement of the
Grantor and Grantee.]

(Sub)Exhibit "C".
(To Intergovernmental Agreement with Chicago Transit Authority)

Permanent Easement Property.

Parcel:

RLE-014-PA.

Common Address:

11631 -- 11633 South Indiana Avenue.

Permanent Index Numbers:

25-22-311-013-0000; and

25-22-311-012-0000.

Legal Description:

That part of Lot 22, Lot 23 and Lot 24 in Block 1 of Samuel J. Glover and George N. Black's Subdivision of Block 1 and that part of Block 6 lying between Illinois Central and Chicago and Western Indiana Railroads, all in first addition to Kensington, a subdivision in Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded November 12, 1881, as Document Number 358729, described as follows with bearings and distances referenced to the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), lying above a horizontal plane elevation of 29.72 feet (City of Chicago datum):

beginning at the southeast corner of said Lot 22; thence north 56 degrees, 37 minutes, 55 seconds west on the south line of said Lot 22, being also the north line of the Union Pacific Railroad (formerly the Chicago and Western Indiana Railroad), 152.87 feet to the southwest corner of said Lot 22; thence north 1 degree, 46 minutes, 37 seconds west on the west line of said Lot 22, Lot 23 and Lot 24, a distance of 79.49 feet to a line drawn 65.00 feet northeast of (as measured at right angles to) and parallel with the south line of said Lot 22, and the north line of the Union Pacific Railroad, aforesaid; thence south 56 degrees, 37 minutes, 55 seconds east, on said parallel line, 152.87 feet to the east line of said Lot 22; thence south 1 degree, 46 minutes, 37 seconds east on said east line, 79.49 feet to the point of beginning, in Cook County, Illinois. Said parcel containing a horizontal plane area of 9,936 square feet, more or less, or 0.228 acre, more or less.

That part of Lot 22, in Block 1 of Samuel J. Glover and George N. Black's Subdivision of Block 1 and that part of Block 6 lying between Illinois Central and Chicago and Western Indiana Railroads, all in first addition to Kensington, a subdivision in Section 22, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded November 12, 1881, as Document Number 358729, described with bearings and distances referenced to the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), lying below a horizontal plane elevation of 29.72 feet (City of Chicago datum), and being two separate circles in shape with a radius of 6.00 feet, the center of said circles further described herein as points "A" and "B", located on the following described line:

commencing at the southeast corner of said Lot 22; thence north 1 degree, 46 minutes, 37 seconds west on the east line of said lot, 35.54 feet to the point of beginning; thence north 56 degrees, 29 minutes, 09 seconds west, 15.04 feet to the center of a column as constructed, designated point "A" being the radius point of the first of said two 6.00 foot radius circles; thence continuing north 56 degrees, 29 minutes, 09 seconds west, 120.00 feet to the center of a column as constructed, designated point "B" being the radius point of the second of said two 6.00 foot radius circles; thence north 56 degrees, 29 minutes, 09 seconds west, 18.10 feet to a point of termination of said line on the west line of said Block 1, at a point 36.02 feet north of the southwest corner of said Lot 22, as measured on the west line of said Block 1, in Cook County, Illinois. Said parcel containing a horizontal plane area divided equally of 226 square feet, more or less, or 0.005 acre, more or less.

(Sub)Exhibit "C-1".
(To Intergovernmental Agreement With Chicago Transit Authority)

Permanent Easement.

THIS PERMANENT EASEMENT AGREEMENT ("Permanent Easement Agreement"), made and entered into this ___ day of _____, 2023, by and between THE CHICAGO TRANSIT AUTHORITY, an Illinois municipal corporation, political subdivision and unit of local government, (hereinafter referred to as the "Grantee") and THE CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government (hereinafter referred to as the "Grantor").

WITNESSETH:

WHEREAS, the Grantor is the fee simple titleholder of certain real estate situated in the County of Cook, State of Illinois, which real estate is legally described on Exhibit A which is attached hereto and by this reference incorporated herein ("Permanent Easement Property"); and

WHEREAS, the Permanent Easement Property is necessary to the Grantee for purposes of construction, operation, maintenance, repair and replacement of Grantee's Red Line Extension ("RLE") Project, an extension of CTA Red Line rapid transit service from 95th Street to 130th Street, including transit equipment on the Permanent Easement Property (collectively, "Grantee's Facilities"); and

WHEREAS, pursuant to ordinance _____ adopted by the City Council of the City of Chicago on _____, 2023 and published in the Journal of Proceedings on pages _____ to _____, Grantor, acting by and through its Department of Planning and Development, is authorized to execute this Permanent Easement Agreement as a necessary condition to comply with the provisions of the

2023 Intergovernmental Agreement between the Chicago Transit Authority and the City of Chicago Concerning the Conveyance of Parcels for the Red Line Extension ("Agreement" or "IGA"); and

WHEREAS, pursuant to ordinances adopted by the Grantee's Chicago Transit Board on October 14, 2022, and _____, and published as Ordinances Nos. 022-118 and 023-____, the Grantee authorized the execution of this Permanent Easement Agreement.

NOW THEREFORE, in consideration of the foregoing and for the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

- 1) The recitals set forth above are hereby incorporated and made a part of this Permanent Easement Agreement as if fully set forth herein.
- 2) Grantor hereby grants to the Grantee, its successors and assigns, a perpetual easement ("Permanent Easement") running with the land, subject to the terms and conditions hereinafter set forth, in, over, upon, through, across, and under the Permanent Easement Property for ingress, egress, access, and maintenance purposes, including but not limited to the access, operations, repair, installations, construction, servicing, alterations, inspecting, and/or replacing the Grantee's Facilities (the "Permitted Activities"). The Permanent Easement is granted on a quitclaim basis, subject to all matters of record, including covenants, zoning and building restrictions, easements and conditions, questions of survey and building lines, liquor restrictions, party wall rights, existing leases and roads and highways, and any other encumbrances of record, all matters not of record, and all unpaid general real estate taxes and special assessments.
- 3) Grantor hereby covenants that it shall not unreasonably interfere with Grantee's exercise of rights under the Permanent Easement Agreement or with the Permitted Activities including (a) place, permit or suffer to place any structures, permanent fixtures, equipment on or over the Permanent Easement Property that obstruct, block, or prevent in any manner Grantee's use, operation or maintenance of, or access to Grantee's Facilities; or (b) landscape, or plant trees on or over the Permanent Easement Property, without the prior written consent of Grantee. In the event the surface of the Permanent Easement Property is altered or disturbed by Grantor, its agents or employees, the Grantor shall cause the Permanent Easement Property to be restored to the condition of the Permanent Easement Property immediately before such alteration or disturbance, provided that such restoration shall not be in violation of Grantor's covenant set forth in this Section.
- 4) In the event the surface of the Permanent Easement Property, or any other authorized Grantor facilities in or adjacent to the Permanent Easement Property are altered or disturbed by Grantee, its agents or employees, the Grantee shall cause such areas and facilities to be restored to the extent altered or disturbed by Grantee. Notwithstanding the foregoing, Grantee shall have no obligation to restore any pavement, structures, permanent fixtures, equipment, landscaping or trees that have been placed on the Permanent Easement Property in violation of Grantor's covenant set forth in Section 3 above.
- 5) Nothing contained herein shall give the Grantee the right or permission, nor is anything contained herein intended to give a right or permission to enter or use any adjoining lands of the Grantor without the prior written consent of Grantor.

- 6) The Permanent Easement granted herein will not terminate if it is not used for the purposes stated herein for any period of time of any length. Further, the Permanent Easement granted herein shall not be presumed abandoned or terminated unless Grantee states in writing its intention to abandon the Permanent Easement Property or terminate the Permanent Easement.
- 7) All provisions of this Permanent Easement Agreement, including all restrictions, benefits and burdens, and the Permanent Easement, shall run with the land and are binding on and inure to Grantor and Grantee and their respective successors and assigns, with the same full force and effect for all purposes as though set forth at length in each and every transfer of the rights contained herein. Each grantee, by acceptance of a deed of conveyance from Grantor, its successors and assigns, and each mortgagee, by acceptance of a mortgage from Grantor, its successors or assigns, accepts said deed or mortgage subject to this Permanent Easement Agreement and the terms, conditions and restrictions contained herein.
- 8) Pursuant to Section 3.9 of the _____ 2023 Intergovernmental Agreement between Grantor and Grantee Concerning the Conveyance of Parcels for the Red Line Extension ("Agreement" or "IGA"):
- (i) "As Is". The Grantor makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the Permanent Easement Property or the suitability of the Permanent Easement Property for any purpose whatsoever. The Grantee acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical and environmental conditions and risks of the Permanent Easement Property and accepts the risk that any inspection may not disclose all material matters affecting the Permanent Easement Property. The Grantee acknowledges that the Permanent Easement Property is conveyed by Grantor, and the Grantee agrees to accept the Permanent Easement Property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at Closing, with all faults and defects, latent or otherwise, and Grantee acknowledges that the Grantor has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grantee, with respect to the structural, physical or environmental condition of the Permanent Easement Property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. The Grantee 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 Grantor or its agents or employees with respect thereto. The Grantee agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the Permanent Easement Property in a condition which is suitable for its intended use.

(ii) Definitions.

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

"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.

“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.

- (iii) **Compliance with Environmental Requirements, Notice.** Grantee agrees that, upon execution of this Agreement, it will not use or permit the use of Hazardous Substances or Other Regulated Materials (as defined above) either in, on, or about the Permanent Easement Property, in connection with its performance of any work on the Permanent Easement Property, except as permitted by applicable Environmental Law (as defined above).

Unless prohibited by Environmental Law, each Party agrees to deliver promptly to the other written notice of: a) any discovery or notice received of the presence of Hazardous Substances or Other Regulated Materials in, on, or about the Permanent Easement Property, and b) any report or information that either Party has filed, or received from another person or entity that has filed with the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, or any other federal, state or local agency, where such report or information relates to the presence of or a release of Hazardous Substances or Other Regulated Materials in, on or about the Permanent Easement Property. Such notice shall include a copy of any notice or information discovered or received.

If either Party, or either Party’s respective employees, agents, or representatives shall cause a release of Hazardous Substances or Other Regulated Materials in, on or about the Permanent Easement Property, then such Party shall immediately notify the other. In the event of a release of Hazardous Substances or Other Regulated Materials by the Grantee or Grantee’s employees, agents, or representatives on the Permanent Easement Property, if Grantor reasonably determines that such release could result in liability for Grantor, Grantee shall diligently perform, at its sole cost and expense, all remediation and restoration of the affected Permanent

Easement Property as reasonably directed by the Grantor, all in accordance with applicable Environmental Law.

- (iv) **Release.** The Grantee, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every (a) person, firm, corporation, limited liability company, or trust or other entity owning, leasing, occupying, using or possessing any portion of the Permanent Easement Property following the date of the Deed; or (b) any person, firm, corporation, limited liability company, or trust; or other entity owning, leasing, occupying, using or possessing a portion of the Permanent Easement Property and taking by, under or through the Grantee (collectively, the "Grantee Parties"), hereby waives, releases, relinquishes and forever discharges the Grantor, its officers, officials, and employees (collectively, the "Grantor Parties"), from and against any and all claims (including claims for contribution or joint liability), debts, liens, 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 by Grantor's attorney of choice) (collectively, "Losses") which the Grantee Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, based upon, arising out of or in any way connected with, directly or indirectly, the Permanent Easement Property and: (i) any environmental contamination, pollution or hazards on, in or associated with the Permanent Easement 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 Other Regulated Materials, or threatened release, emission or discharge of Hazardous Substances or Other Regulated Materials; (ii) the structural, physical or environmental condition of the Permanent Easement Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Materials in, on, under or about the Permanent Easement Property or the migration of Hazardous Substances or Other Regulated Materials from or to other property; (iii) any violation of, obligation of compliance with, enforcement of or liability under any and all federal, state or local laws, regulations, statutes, codes, rules, resolutions, directives, orders, executive orders, consent orders, guidance from regulatory agencies, policy statements, judicial decrees, standards, permits, licenses and ordinances, or any judicial or administrative interpretation of any of the foregoing, pertaining to the protection of land, water, air, health, safety or the environment, whether now or in the future enacted, promulgated or issued, including the laws of the State of Illinois, 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 Permanent Easement Property or any improvements, facilities or operations located or formerly located thereon (any such Losses to any person or entity arising out of or in any way connected with (i), (ii), (iii) or (iv) above are "Environmental Claims"); provided, however, the foregoing release shall not apply to Environmental Claims to the extent such Losses are proximately caused by the negligence or willful misconduct of the Grantor, after the Closing Date. This release shall become effective upon and survive the Closing and any termination of this Agreement.

- (v) **Indemnification.** Effective upon Closing, and to the full extent of the Law, the Grantee agrees to indemnify, defend and hold harmless the Grantor Parties from and against any and all Environmental Claims suffered, raised or claimed by any third party including those arising from a) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easement Property, or migrating onto or from the Permanent Easement Property or b) any and all violations of Environmental Laws occurring on or about the Permanent Easement Property; provided, however, the foregoing indemnification shall not apply: a) to the extent such Environmental Claims are proximately caused by the negligence or willful misconduct of the Grantor after the Closing Date; b) Environmental Claims suffered, raised or claimed by any third party including those arising from (1) any Hazardous Substances or Other Regulated Materials (as defined above) existing on, in or under the Permanent Easement Property which after the Closing Date, exists on, in, or under the Permanent Easement Property, or migrating onto or from the Permanent Easement Property due to the actions of a third-party that is not a Grantee Party (as that term is defined above) or (2) any and all violations of Environmental Laws occurring on or about the Permanent Easement Property after the Closing Date due to the actions of a third-party that is not a Grantee Party (as that term is defined above). Grantor hereby assigns any protections or rights for Environmental Claims that it may have received with respect to the Permanent Easement Property under both law or contract. This indemnification shall survive the Closing and any termination of the Agreement.
- (vi) **Release and Indemnity Run with the Land.** The covenants of “as is” acceptance, environmental compliance, notice, remediation, release and indemnity appearing in Sections 8 through 13 above shall run with the Permanent Easement Property (as applicable), and shall be binding upon all successors and assigns of the Grantee with respect to the Permanent Easement Property, including, without limitation, each and every (i) person, firm, corporation, limited liability company, trust, or (ii) other entity owning, leasing, occupying, using or possessing any portion of the Permanent Easement Property under or through the Grantee following the Closing. The Grantee acknowledges and agrees that the foregoing covenants of release and indemnity constitute material inducements to the Grantor to enter into this IGA, and that, but for such release and indemnity, the Grantor would not have agreed to convey or grant easement in the Permanent Easement Property to the Grantee. It is expressly agreed and understood by and between the Grantee and the Grantor that, should any future obligation of the Grantee or Grantee Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Permanent Easement Property, the Grantee and any of the Grantee Parties shall not assert that those obligations must be satisfied in whole or in part by the Grantor, because this IGA contains a full, complete and final release of all such claims, except as provided in this Agreement.
- 9) **Notices.** All notices given under this instrument shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

If to Grantee:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661
Attention: Joe Harmening

With a copy at the address above, attention:

Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661
General Counsel's Office

If to Grantor:

City of Chicago
Department of Planning and Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner
With a copy to:

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

- 10) This Permanent Easement Agreement may be signed in counterparts, each of which shall be deemed an original, but both of which together shall constitute the same instrument.
- 11) This Permanent Easement Agreement is governed by and construed in accordance with the laws of the State of Illinois and the parties hereto agree to submit to the jurisdiction of the courts of the State of Illinois and further agree to venue lying in the Circuit Court of Cook County, Illinois.
- 12) This Permanent Easement Agreement sets forth the entire understanding of Grantor and Grantee and may be modified only by instruments signed by both Grantor and Grantee, or their successors or assigns.
- 13) In the event of litigation regarding the subject matter of this Permanent Easement Agreement, the prevailing party, holding final judgment from a court with appropriate jurisdiction, shall have the right to claim reasonable attorney's fees from the non-prevailing party.
- 14) When a transfer of ownership of the Permanent Easement Property takes place, liability of the transferor for breach of covenant occurring thereafter automatically terminates. The transferee of any part or all of the ownership of the Permanent Easement Property shall be and become liable for all obligations of the Grantor hereafter and if there is more than one such transferees or owners they shall be jointly and severally liable for all such obligations.
- 15) If any provision of this Permanent Easement Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Permanent Easement Agreement shall be construed as if such invalid part were never included and this Permanent Easement Agreement shall be and remain valid and enforceable to the fullest extent permitted by law. The words "shall", "will", and "must" are intended to convey a mandate, duty or an obligation. The phrases "shall not", "will not" and "must not" are intended to be construed as restrictive or prohibitive. The words "may" or "might" are intended to give the performing party a choice in performing the action.

IN WITNESS WHEREOF, the Grantee has caused this Permanent Easement Agreement to be duly executed and attested this ____ day of _____, 2023.

CHICAGO TRANSIT AUTHORITY

By: _____

Its: Chairman

Name: Lester Barclay

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof:

By: _____

Attorney,
Chicago Transit Authority

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Lester Barclay, the Chairman of THE CHICAGO TRANSIT AUTHORITY, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said corporation, as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

IN WITNESS WHEREOF, the Grantor has caused this Permanent Easement Agreement to be duly executed and attested this ____ day of _____ 2023,

CITY OF CHICAGO

By: _____
Its: _____
Name: _____

Approved as to form and legality, for the City of Chicago.

By: _____
Assistant Corporation Counsel,
City of Chicago

STATE OF ILLINOIS)) ss.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, acting on behalf of CITY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that he signed and delivered the foregoing instrument pursuant to authority given by said company, as his free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 2023.

NOTARY PUBLIC

My Commission Expires: _____

[(Sub)Exhibit “A” referred to in this Permanent Easement constitutes (Sub)Exhibit “C” to Intergovernmental Agreement with Chicago Transit Authority and printed on pages 4661 and 4662 of this *Journal*.]

EXTENSION OF INTERGOVERNMENTAL LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS FOR GENERAL MEDICAL SERVICES AND PREVENTATIVE CARE SPACE AT LOWER WEST SIDE NEIGHBORHOOD CLINIC, 1713 S. ASHLAND AVE.

[O2023-0004940]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Assets, Information and Services for an extension of an intergovernmental lease agreement with The Board of Trustees of University of Illinois for general medical services and preventative care space at Lower West Side Neighborhood Clinic, 1713 South Ashland Avenue (25th Ward) (O2023-0004940), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through its Department of Assets, Information and Services ("DAIS"), and Department of Public Health ("DPH"), entered into an Intergovernmental Agreement Lease Number 20334 dated as of September 8, 2016 (the "Agreement") with The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (the "University"), pursuant to which the City leased approximately 6,400 square feet of clinical and general medical and administrative space located at 1713 South Ashland Avenue (the "Building"), for the purpose of providing primary care, maternal health, and preventative medical services at the Lower West Side Neighborhood Health Clinic;

WHEREAS, The initial term of the Agreement expired on December 31, 2022 ("Term"); and

WHEREAS, The City and the University desire to extend the Term to December 31, 2027; and

WHEREAS, DPH has determined that it is necessary to further extend the Term of the Agreement to December 31, 2027 for the same reasons that justified the Agreement -- that is, to provide for the HIV primary care services at the Uptown Neighborhood Health Clinic; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The DAIS Commissioner or a designee of the DAIS Commissioner, and the DPH Commissioner or a designee of the DPH Commissioner, are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Agreement and such other documents as may be necessary or appropriate to extend the Term to December 31, 2027.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

EXTENSION OF INTERGOVERNMENTAL LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF UNIVERSITY OF ILLINOIS FOR GENERAL MEDICAL SERVICES AND ADMINISTRATIVE SPACE AT UPTOWN NEIGHBORHOOD HEALTH CLINIC, 845 W. WILSON AVE.

[O2023-0004941]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Assets, Information and Services for an extension of an intergovernmental lease agreement with The Board of Trustees of the University of Illinois for general medical and administrative space at Uptown Neighborhood Health Clinic, 845 West Wilson Avenue (46th Ward) (O2023-0004941), 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 passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through its Department of Assets, Information and Services ("DAIS"), and Department of Public Health ("DPH"), entered into an Intergovernmental Agreement Lease Number 20335 dated as of September 8, 2016 (the "Agreement") with The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (the "University"), pursuant to which the City leased approximately 1,500 square feet of clinical and general medical and administrative space located at 845 West Wilson Avenue (the "Building"), for the purpose of providing HIV primary care services at the Uptown Neighborhood Health Clinic; and

WHEREAS, The initial term of the Agreement expired on December 31, 2022 ("Term"); and

WHEREAS, The City and the University desire to extend the Term to December 31, 2027; and

WHEREAS, DPH has determined that it is necessary to further extend the Term of the Agreement to December 31, 2027, for the same reasons that justified the Agreement including the City's interest in the University operating the clinic; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The DAIS Commissioner or a designee of the DAIS Commissioner, and the DPH Commissioner or a designee of the DPH Commissioner, are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver an amendment to the Agreement and such other documents as may be necessary or appropriate to extend the Term to December 31, 2027.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

Action Deferred -- ACQUISITION OF PROPERTY FROM ALBERTONS COMPANIES, INC. AT 11414 S. HALSTED ST. INCLUDING NORTHWEST CORNER OF 115TH ST. AND HALSTED ST. TO ESTABLISH AND OPERATE MIGRANT SHELTER.

[SO2023-0005042]

The Committee on Housing and Real Estate submitted the following report which was, at the request of Alderperson Sigcho-Lopez and Alderperson Ramirez-Rosa, *Deferred* and ordered published:

CHICAGO, October 30, 2023.

To the President and Members of the City Council:

Your Committee on Housing and Real Estate, for which a meeting was held on October 30, 2023, and to which was referred an ordinance from the Department of Assets, Information and Services for the acquisition of property at 11414 South Halsted Street including northwest corner of 115th and Halsted Streets from Albertsons (former Jewel food) to establish and operate a migrant shelter (21st Ward) (SO2023-0005042), having had the same under advisement, begs leave to report and recommend that Your Honorable Body pass the said proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call as was used to determine quorum in committee, with the exception of Alderperson Moore.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,
Chair.

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

WHEREAS, The City of Chicago ("City") is a duly constituted and existing municipality within the meaning of Section 1, Article VII, of the 1970 Constitution of the State of Illinois ("Constitution"), and is a home rule unit of local government under Section 6(a), Article VII, of the Constitution, and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, Pursuant to ordinances adopted on February 6, 2002, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date, the City Council of the City (the "City Council"): (i) approved a certain redevelopment plan and project (the "Original Redevelopment Plan") for a portion of the City known as the 119th and Halsted Redevelopment Project Area (as amended, the "Redevelopment Area"), pursuant to the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"); (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Redevelopment Plan; and

WHEREAS, The City Council amended the Original Redevelopment Plan by ordinances adopted on April 9, 2003 ("Amendment Number 1") and April 30, 2014 ("Amendment Number 2") together with the Original Redevelopment Plan and Amendment Number 1, the "Redevelopment Plan"); and

WHEREAS, Albertsons Companies, Inc., through its wholly-owned subsidiary, Jetco Properties ("Albertsons"), is the owner of the property located at 11414 South Halsted Street, Chicago, Illinois 60628 (at the northwest corner of 115th and Halsted), as identified on Exhibit A attached hereto (the "Property"), which is located in the Redevelopment Area; and

WHEREAS, The Property consists of approximately 6.5 acres of land and is improved with a vacant commercial building consisting of approximately 67,797 square feet; and

WHEREAS, The City contacted Albertsons and requested that the City be allowed to use the Property for public purposes; and

WHEREAS, Albertsons has agreed to donate the Property to the City, and the City, acting by and through its Department of Assets, Information, and Services ("AIS"), desires to accept such donation in order to use the Property for public purposes and to implement the objectives of the Redevelopment Plan; and

WHEREAS, The closing costs for the Property, including assumption of property taxes not yet due and payable, shall be paid from legally available funds of the City, which are hereby appropriated for such purpose; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. It is hereby determined, declared and found that it is useful, desirable and necessary that the City acquire the Property for such public purposes as the City shall deem desirable from time to time to further the objectives of the Redevelopment Plan.

SECTION 3. The City's acquisition of the Property from Albertsons pursuant to the terms of the Donation Agreement (as hereafter defined), including, without limitation, the City's payment of closing costs and post-closing adjustments and other amounts due and payable under the Donation Agreement and the City's performance of its other obligations and indemnity undertakings under the Donation Agreement, are hereby approved.

SECTION 4. The Commissioner of AIS (the "AIS Commissioner"), or a designee of the AIS Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute, and deliver a donation agreement for the Property ("Donation Agreement"), and to execute such other documents and take such other actions as may be necessary or appropriate to consummate the City's acquisition of the Property and to accept a deed to the Property, with such changes, deletions, insertions, terms and provisions, including indemnification, as the Commissioner deems appropriate.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall be effective upon its passage and approval.

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

Exhibit "A".

Identification Of Property (subject to final survey and title commitment):

Lot 1 in Jetco Resubdivision, being a resubdivision in the southeast quarter of the northeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded August 14, 2003 as Document Number 0322634033, in Cook County, Illinois.

Address:

11414 South Halsted Street
Chicago, Illinois 60628.

Property Index Numbers:

25-20-226-017-0000; and

25-20-226-018-0000.

AGREED CALENDAR.

On motion of Alderperson Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

Presented By

THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:

TRIBUTE TO LATE LUCILLE DORIS HODO WHITEHEAD.

[R2023-0005653]

WHEREAS, It is with great sadness that the Whitehead family announces that beloved matriarch, Mrs. Lucille Doris Hodo Whitehead, died peacefully among close family on Tuesday, September 26, 2023; and

WHEREAS, The Chicago City Council has been informed of Mrs. Whitehead's passing by the Honorable Andrea M. Valencia, City Clerk of Chicago; and

WHEREAS, Born on January 29, 1934 in Ethelsville, Alabama, Lucille was a devoted Christian, loving wife, mother, grandmother, great-grandmother, great-great-grandmother, sister and aunt; and

WHEREAS, She loved and doted on her family. Lucille worked as a teacher throughout her life. She was a loyal founding member of Mount Carmel Bible Church under the

leadership of her beloved late husband, the founder, Elder W.E. Whitehead, and her son, Minister B.E. Whitehead; and

WHEREAS, Lucille mentored young men and women in her community as well as globally throughout her life; and

WHEREAS, She epitomized the word "mother". A life so beautifully lived deserves to be beautifully remembered; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby extend our most heartfelt condolences to the family and friends of Mrs. Lucille Doris Hodo Whitehead; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Whitehead family in remembrance of Mrs. Lucille Doris Hodo Whitehead as a sign of our honor and respect.

Presented By

ALDERPERSON HALL (6th Ward):

CONGRATULATIONS EXTENDED TO ESTELLA GARLAND BROWN ON 100TH BIRTHDAY.

[R2023-0005633]

WHEREAS, On October 24, 2023, Estella Garland Brown, a World War II veteran as well as a loving widow, devoted mother, grandmother and great-grandmother, joins the growing ranks of Chicago's centenarians; and

WHEREAS, Estella started her life's journey on October 24, 1922 as the last living child of three born to Ozell and Rommie Newman in Calhoun County, Morgan, Georgia. She was united in holy matrimony to the late Joseph Brown, and from their union, had one beloved daughter, Carolyn Garrett, who has since transitioned; and

WHEREAS, Estella Garland Brown is one of the last few living Army veterans who saw service in World War II, having proudly contributed to the defense of her country. As a part of the Great Migration, she came to Chicago in pursuit of better opportunities, where she established herself as a hardworking and dedicated employee at A&P Foods in Chinatown, eventually retiring from her role as a clerk. Estella's kindness and warmth endeared her to countless customers, forming close bonds with many, including her best friend, May, who resided in Chinatown and frequently visited her; and

WHEREAS, Estella Garland Brown is recognized as a dedicated and devoted servant of Jehovah God and has been a loyal member of Jehovah's Witnesses. Her passion for gardening has earned her the title of master gardener, and she has a deep love for country, gospel and classical music, with Yanni being her favorite musical artist; and

WHEREAS, Estella has been a steadfast rock, a foundational pillar and a source of strength for her family. She has been an exceptional and loving grandmother to her six grandchildren and one great-granddaughter, and is known for her unique blend of love, care, strict guidance and humor with a touch of spice; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6th Ward, has brought to the attention of this august body this iconic citizen, beloved by all who have had the privilege of knowing her and leaving an indelible imprint on this city's civic tapestry. Her journey from her roots in Georgia to her vibrant life in this city has enriched the lives of those around her, and we recognize this Georgia peach as one of Chicago's very own; now, therefore,

Be It Resolved, That we, the Mayor and the City of Chicago City Council, gathered this first day of November 2023, extend our very best wishes to Estella Garland Brown on the occasion of her 100th birthday and express our sincere admiration for her remarkable life, her unwavering commitment to service and her enduring love and devotion to her family and community; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Estella Garland Brown.

CONGRATULATIONS EXTENDED TO ISABEL MAE PAYNE GILES ON 95TH BIRTHDAY.

[R2023-0005634]

WHEREAS, Isabel Mae Payne Giles will be celebrating her 95th birthday on October 23, 2023; and

WHEREAS, Along with her husband Frank P. Giles, Isabel migrated to Chicago from Charlottesville, Virginia in 1948 in pursuit of a job opportunity and settled in the historic Bronzeville neighborhood; and

WHEREAS, Shortly after their arrival, the couple seized the opportunity to participate in a housing lottery that allowed them to purchase their cherished home in the West Chesterfield area, where Isabel has resided for an impressive seven decades; and

WHEREAS, Isabel Mae Payne Giles became an integral part of the West Chesterfield Community, committing herself to its betterment through active participation in numerous

community initiatives. She has been a devoted member of St. James A.M.E. Church for 70 years, contributing her time and efforts to the Usher Board, as a dedicated Sunday School Teacher and serving on various boards within the church; and

WHEREAS, Isabel also played a vital role in the West Chesterfield Community Association, lending her support to various committees, events and fundraisers, and was a proud member of "The Goldens", a group dedicated to raising funds for the improvement of the community, notably through their annual fundraising community fashion show; and

WHEREAS, Isabel sent her three children to Burnside Elementary School. In 1962, Burnside was the site of a civil rights sit-in. It was one of the first acts that led to the end of segregation within Chicago Public Schools. From that day forward, she demonstrated an unwavering commitment to civil rights in the Chicago Public School system, participating in marches and civil lawsuits advocating for equal quality education; and

WHEREAS, Isabel continues to reside in the 6th Ward, where she and her husband raised their children, grandchildren and great-grandchildren over the past seven decades, actively participating in the local block club and earning the admiration and respect of her neighbors and friends as a cherished jewel in the community; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6th Ward, has brought to the attention of this august body this outstanding senior citizen who has exhibited unparalleled dedication to the West Chesterfield Community and her block, serving as an exemplary model of civic engagement and community support; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered this first day of November 2023 A.D., do hereby extend our congratulations to Isabel Mae Payne Giles on the occasion of her 95th birthday and express our very best wishes for her continuing health and happiness for years to come; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Isabel Mae Payne Giles.

Presented By

ALDERPERSON HARRIS (8th Ward):

CONGRATULATIONS EXTENDED TO VERNITA BANKS ON 65TH BIRTHDAY.

[R2023-0005317]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vernita Banks 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 Vernita Banks on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vernita Banks 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 first of November 2023, do hereby congratulate Vernita Banks on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vernita Banks 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 Vernita Banks in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT L. BILLUPS ON 80TH BIRTHDAY.
[R2023-0005318]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert L. Billups in honor of his 80th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Robert L. Billups on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert L. Billups 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 first of November 2023, do hereby congratulate Robert L. Billups on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robert L. Billups for his continued good health, happiness and success following this, his 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert L. Billups in honor of his 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO HELEN L. BOLDEN ON 80TH BIRTHDAY.
[R2023-0005319]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Helen L. Bolden 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 Helen L. Bolden on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Helen L. 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 first of November 2023, do hereby congratulate Helen L. Bolden on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Helen L. Bolden 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 Helen L. Bolden in honor of her 80th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO BRENDA J. BRACY ON 70TH BIRTHDAY.
[R2023-0005320]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brenda J. Bracy 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 Brenda J. Bracy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brenda J. Bracy 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 first of November 2023, do hereby congratulate Brenda J. Bracy on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Brenda J. Bracy 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 J. Bracy in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO PATRICIA A. BROWN ON 70TH BIRTHDAY.
[R2023-0005321]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia A. Brown 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 Patricia A. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia A. Brown belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first of November 2023, do hereby congratulate Patricia A. Brown on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Patricia A. Brown 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 Patricia A. Brown in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CELESTINE CARMICHAEL ON
65TH BIRTHDAY.

[R2023-0005322]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Celestine Carmichael 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 Celestine Carmichael on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Celestine Carmichael 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 first of November 2023, do hereby congratulate Celestine Carmichael on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Celestine Carmichael 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 Celestine Carmichael in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BEVERLY A. CROSS ON 70TH BIRTHDAY.
[R2023-0005357]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Beverly A. Cross 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 Beverly A. Cross on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brenda J. Bracy 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 first of November 2023, do hereby congratulate Beverly A. Cross on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Beverly A. Cross 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 Beverly A. Cross in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BARBARA L. CUMMINGS ON 70TH BIRTHDAY.

[R2023-0005316]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Barbara L. Cummings 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 Barbara L. Cummings on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Barbara L. Cummings 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 first of November 2023, do hereby congratulate Barbara L. Cummings on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Barbara L. Cummings 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 Barbara L. Cummings in honor of her 70th birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO SARAH CURTIS ON 95TH BIRTHDAY.

[R2023-0005359]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sarah Curtis in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Sarah Curtis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sarah Curtis 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 first of November 2023, do hereby congratulate Sarah Curtis on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Sarah Curtis for her continued good health, happiness and success following this, her 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sarah Curtis in honor of her 95th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VALERIE DARBY ON 70TH BIRTHDAY.
[R2023-0005360]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Valerie Darby 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 Valerie Darby on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Valerie Darby 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 first of November 2023, do hereby congratulate Valerie Darby on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Valerie Darby 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 Valerie Darby in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GLORIA D. DEAN ON 70TH BIRTHDAY.
[R2023-0005361]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria D. Dean 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 Gloria D. Dean on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gloria D. Dean 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 first of November 2023, do hereby congratulate Gloria D. Dean on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gloria D. Dean 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 Gloria D. Dean in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO WILLIAM C. ECKLES ON 85TH BIRTHDAY.
[R2023-0005362]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William C. Eckles 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 William C. Eckles on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William C. Eckles 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 first of November 2023, do hereby congratulate William C. Eckles on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to William C. Eckles 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 William C. Eckles in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BERNADINE ELEY ON 75TH BIRTHDAY.

[R2023-0005363]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bernadine Eley 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 Bernadine Eley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bernadine Eley 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 first of November 2023, do hereby congratulate Bernadine Eley on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Bernadine Eley 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 Bernadine Eley in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ELVA LENA FISHER ON 85TH BIRTHDAY.

[R2023-0005364]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Elva Lena Fisher 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 Elva Lena Fisher on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Elva Lena Fisher 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 first of November 2023, do hereby congratulate Elva Lena Fisher on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Elva Lena Fisher 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 Elva Lena Fisher in honor of her 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO TERESA A. GRISHAM-LEE ON 65TH BIRTHDAY.

[R2023-0005366]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Teresa A. Grisham-Lee 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 Teresa A. Grisham-Lee on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Teresa A. Grisham-Lee 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 first of November 2023, do hereby congratulate Teresa A. Grisham-Lee on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Teresa A. Grisham-Lee 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 Teresa A. Grisham-Lee in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO CARLTON HATCHER ON 65TH BIRTHDAY.

[R2023-0005368]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carlton Hatcher 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 Carlton Hatcher on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carlton Hatcher 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 first of November 2023, do hereby congratulate Carlton Hatcher on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Carlton Hatcher 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 Carlton Hatcher in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO DONNA MALLETTE ON 70TH BIRTHDAY.
[R2023-0005369]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Donna Mallette 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 Donna Mallette on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Donna Mallette 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 first of November 2023, do hereby congratulate Donna Mallette on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Donna Mallette 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 Donna Mallette in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO BOOKER T. MEEKS ON 65TH BIRTHDAY.
[R2023-0005370]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Booker T. Meeks 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 Booker T. Meeks on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Booker T. Meeks 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 first of November 2023, do hereby congratulate Booker T. Meeks on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Booker T. Meeks 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 Booker T. Meeks in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO VANESSA CELIA MORGAN ON 70TH BIRTHDAY.

[R2023-0005371]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Vanessa Celia Morgan 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 Vanessa Celia Morgan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Vanessa Celia Morgan 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 first of November 2023, do hereby congratulate Vanessa Celia Morgan on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Vanessa Celia Morgan 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 Vanessa Celia Morgan in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUDITH A. MORRIS ON 75TH BIRTHDAY.
[R2023-0005372]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Judith A. Morris 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 Judith A. Morris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Judith A. Morris 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 first of November 2023, do hereby congratulate Judith A. Morris on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Judith A. Morris 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 Judith A. Morris in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RUBY J. MURCHISON ON 80TH BIRTHDAY.
[R2023-0005373]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ruby J. Murchison 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 Ruby J. Murchison on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ruby J. Murchison 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 first of November 2023, do hereby congratulate Ruby J. Murchison on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ruby J. Murchison 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 Ruby J. Murchison in honor of her 80th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO RUTHIE NEWELL ON 95TH BIRTHDAY.
[R2023-0005375]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ruthie Newell in honor of her 95th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ruthie Newell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ruthie Newell belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first of November 2023, do hereby congratulate Ruthie Newell on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Ruthie Newell for her continued good health, happiness and success following this, her 95th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ruthie Newell in honor of her 95th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LEWIS PATTERSON ON 70TH BIRTHDAY.
[R2023-0005374]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lewis Patterson 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 Lewis Patterson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lewis Patterson 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 first of November 2023, do hereby congratulate Lewis Patterson on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Lewis Patterson 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 Lewis Patterson in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO IRVIN T. PENNY ON 70TH BIRTHDAY.

[R2023-0005377]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Irvin T. Penny 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 Irvin T. Penny on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Irvin T. Penny 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 first of November 2023, do hereby congratulate Irvin T. Penny on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Irvin T. Penny 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 Irvin T. Penny in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO FRED F. PERRY ON 85TH BIRTHDAY.

[R2023-0005379]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Fred F. Perry 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 Fred F. Perry on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Fred F. Perry 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 first of November 2023, do hereby congratulate Fred F. Perry on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Fred F. Perry 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 Fred F. Perry in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO MILTON POPE ON 85TH BIRTHDAY.
[R2023-0005381]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Milton Pope 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 Milton Pope on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Milton Pope 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 first of November 2023, do hereby congratulate Milton Pope on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Milton Pope 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 Milton Pope in honor of his 85th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JOANN ROSS ON 75TH BIRTHDAY.
[R2023-0005383]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joann Ross 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 Joann Ross on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Joann Ross 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 first of November 2023, do hereby congratulate Joann Ross on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Joann Ross 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 Joann Ross in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SURGE S. SHERMAN, SR. ON 75TH BIRTHDAY.

[R2023-0005386]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Surge S. Sherman, Sr. in honor of his 75th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Surge S. Sherman, Sr. on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Surge S. Sherman, 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 first of November 2023, do hereby congratulate Surge S. Sherman, Sr. on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Surge S. Sherman, Sr. for his continued good health, happiness and success following this, his 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Surge S. Sherman, Sr. in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO REGETA J. SLAUGHTER ON 75TH BIRTHDAY.

[R2023-0005388]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Regeta J. Slaughter 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 Regeta J. Slaughter on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Regeta J. Slaughter 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 first of November 2023, do hereby congratulate Regeta J. Slaughter on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Regeta J. Slaughter 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 Regeta J. Slaughter in honor of her 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JUANITA SMITH ON 65TH BIRTHDAY.

[R2023-0005390]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juanita Smith 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 Juanita Smith on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Juanita Smith belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first of November 2023, do hereby congratulate Juanita Smith on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Juanita Smith 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 Juanita Smith in honor of her 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO THEODORE B. SOUTHERLAND ON 75TH BIRTHDAY.

[R2023-0005393]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Theodore B. Southerland 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 Theodore B. Southerland on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Theodore B. Southerland 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 first of November 2023, do hereby congratulate Theodore B. Southerland on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Theodore B. Southerland 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 Theodore B. Southerland in honor of his 75th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO GWENDOLYN R. TAYLOR ON 70TH BIRTHDAY.

[R2023-0005395]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gwendolyn R. Taylor 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 Gwendolyn R. Taylor on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gwendolyn R. Taylor belongs to our 8th Ward seniors community, of whom we value and treasure for all they have given and taught us in their collective lifetime; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first of November 2023, do hereby congratulate Gwendolyn R. Taylor on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Gwendolyn R. Taylor 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 Gwendolyn R. Taylor in honor of her 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO JAMES A. TURNER ON 65TH BIRTHDAY.

[R2023-0005397]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James A. Turner 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 James A. Turner on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James A. Turner 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 first of November 2023, do hereby congratulate James A. Turner on the occasion of his birthday; and

Be It Further Resolved That we extend our most heartfelt wishes to James A. Turner 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 A. Turner in honor of his 65th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO ROBERT C. WILLIAMS ON 70TH BIRTHDAY.
[R2023-0005399]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert C. Williams in honor of his 70th birthday; and

WHEREAS, On behalf of the entire 8th Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Robert C. Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert C. 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 first of November 2023, do hereby congratulate Robert C. Williams on the occasion of his birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to Robert C. Williams for his continued good health, happiness and success following this, his 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Robert C. Williams in honor of his 70th birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO LA DOROTHY WOODS ON 80TH BIRTHDAY.
[R2023-0005402]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to La Dorothy Woods 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 La Dorothy Woods on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, La Dorothy 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 first of November 2023, do hereby congratulate La Dorothy Woods on the occasion of her birthday; and

Be It Further Resolved, That we extend our most heartfelt wishes to La Dorothy Woods 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 La Dorothy Woods in honor of her 80th birthday as a token of our esteem and good wishes.

Presented By

ALDERPERSON QUINN (13th Ward):

TRIBUTE TO LATE GENOVEVA CHAVARRIA.

[R2023-0005641]

WHEREAS, God in His infinite wisdom has called Genoveva Chavarria to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, Genoveva Chavarria passed away peacefully on Sunday, September 10, 2023, at the age of 79 years. She was born on February 21, 1944 in Mexico City, Mexico; and

WHEREAS, Beloved wife of Edmundo Chavarria; loving mother of Alicia Chavarria, (Roberto) Hernandez, Edmundo Chavarria Hernandez and the late Victor Manuel (Blythe) Chavarria; cherished grandmother of Diego G. Hernandez, Roberto A. Hernandez, Nicholas R. Hernandez, Tyler Filas, Alexis Chavarria, Makenna Chavarria and great-grandmother of Ryder Geames; and dear aunt, cousin and friend of many; and

WHEREAS, Genoveva worked for Chicago Public Schools; her latest role was as a teacher's aide. She was Senior of the Year for the 13th Ward, Alderperson Quinn's office. Genoveva loved listening to music in Spanish, loved her house plants and was dedicated to her family and grandchildren. She will be best remembered for the love for her family and her kindness to everyone; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, gathered here this first day of November 2023, hereby express our sorrow on the death of Genoveva Chavarria and extend to her family and friends our deepest sympathy; and

Be It Further Resolved, That a suitable copy be presented to the family of Genoveva Chavarria.

CONGRATULATIONS EXTENDED TO POLICE OFFICER JOSEPH E. BOSTON ON 25 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005565]

WHEREAS, Police Officer Joseph E. Boston, Star Number 13476, served on the Chicago Police Department from April 13, 1998 to August 15, 2023, completing 25 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 25 years of service with the Chicago Police Department, Police Officer Joseph E. Boston excelled in many areas. He received 64 awards and achievements: four complimentary letters, 52 honorable mentions, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Joseph E. Boston for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Joseph E. Boston.

CONGRATULATIONS EXTENDED TO POLICE OFFICER FAITH A. DAWSON ON 31 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005566]

WHEREAS, Police Officer Faith A. Dawson, Star Number 16732, served on the Chicago Police Department from December 16, 1991 to February 23, 2023, completing 31 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During her 31 years of service with the Chicago Police Department, Police Officer Faith A. Dawson excelled in many areas. She received 48 awards and achievements: five complimentary letters, one department commendation, 20 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Faith A. Dawson for her commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Faith A. Dawson.

CONGRATULATIONS EXTENDED TO POLICE OFFICER MARK B. FARMER ON 29 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005571]

WHEREAS, Police Officer Mark B. Farmer, Star Number 10309, served on the Chicago Police Department from November 22, 1993 to January 15, 2023, completing 29 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 29 years of service with the Chicago Police Department, Police Officer Mark B. Farmer excelled in many areas. He received 118 awards and achievements: nine complimentary letters, two department commendations, 78 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Mark B. Farmer for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Mark B. Farmer.

CONGRATULATIONS EXTENDED TO POLICE OFFICER CHRIS GHOLSTON ON 27 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005574]

WHEREAS, Police Officer Chris Gholston, Star Number 19586, served on the Chicago Police Department from December 4, 1995 to May 19, 2023, completing 27 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 27 years of service with the Chicago Police Department, Police Officer Chris Gholston excelled in many areas. He received 63 awards and achievements: eight complimentary letters, 45 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Chris Gholston for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Chris Gholston.

CONGRATULATIONS EXTENDED TO POLICE OFFICER MARK L. HEIN ON 24 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005569]

WHEREAS, Police Officer Mark L. Hein, Star Number 19700, served on the Chicago Police Department from October 13, 1998 to January 19, 2023, completing 24 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 24 years of service with the Chicago Police Department, Police Officer Mark L. Hein excelled in many areas. He received 190 awards and achievements: four complimentary letters, 16 department commendations, 140 honorable mentions, a Police Officer of the Month Award, a special commendation, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Mark L. Hein for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Mark L. Hein.

CONGRATULATIONS EXTENDED TO POLICE OFFICER PATRICIA A. JOHNSON ON 31 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005567]

WHEREAS, Police Officer Patricia A. Johnson, Star Number 13399, served on the Chicago Police Department from December 2, 1991 to February 15, 2023, completing 31 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During her 31 years of service with the Chicago Police Department, Police Officer Patricia A. Johnson excelled in many areas. She received 22 awards and achievements: four complimentary letters, seven honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Patricia A. Johnson for her commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Patricia A. Johnson.

**CONGRATULATIONS EXTENDED TO POLICE SERGEANT JOHN R. MAPLES, JR.
ON 31 YEARS OF SERVICE TO CITY OF CHICAGO.**

[R2023-0005572]

WHEREAS, Sergeant John R. Maples, Jr., Star Number 1999, served on the Chicago Police Department from November 18, 1991 to January 15, 2023, completing 31 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 31 years of service with the Chicago Police Department, Sergeant John R. Maples, Jr. excelled in many areas. He received 119 awards and achievements: eight complimentary letters, three department commendations, 81 honorable mentions, one Honorable Mention Ribbon Award, a Superintendent's Award of Valor, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest

appreciation to Sergeant John R. Maples, Jr. for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Sergeant John R. Maples, Jr.

CONGRATULATIONS EXTENDED TO POLICE OFFICER GEORGE PEREZ ON 29 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005564]

WHEREAS, Police Officer George Perez, Star Number 4463, served on the Chicago Police Department from December 13, 1993 to September 15, 2023, completing 29 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 29 years of service with the Chicago Police Department, Police Officer George Perez excelled in many areas. He received 124 awards and achievements: 41 complimentary letters, five department commendations, 52 honorable mentions, a Life Saving Award, a special commendation and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer George Perez for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer George Perez.

CONGRATULATIONS EXTENDED TO POLICE OFFICER MARK A. RENO ON 26 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005570]

WHEREAS, Police Officer Mark A. Reno, Star Number 19605, served on the Chicago Police Department from November 4, 1996 to January 15, 2023, completing 26 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 26 years of service with the Chicago Police Department, Police Officer Mark A. Reno excelled in many areas. He received 300 awards and achievements: seven complimentary letters, 22 department commendations, 223 honorable mentions, a Police Officer of the Month Award, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Mark A. Reno for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Mark A. Reno.

**CONGRATULATIONS EXTENDED TO POLICE OFFICER REGINA K. STEWART
ON 29 YEARS OF SERVICE TO CITY OF CHICAGO.**

[R2023-0005573]

WHEREAS, Police Officer Regina K. Stewart, Star Number 15493, served on the Chicago Police Department from May 17, 1993 to February 15, 2023, completing 29 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During her 29 years of service with the Chicago Police Department, Police Officer Regina K. Stewart excelled in many areas. She received 30 awards and achievements: eight complimentary letters, 11 honorable mentions and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Regina K. Stewart for her commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Regina K. Stewart.

CONGRATULATIONS EXTENDED TO POLICE OFFICER JEFFREY J. WOJCİK ON 31 YEARS OF SERVICE TO CITY OF CHICAGO.

[R2023-0005568]

WHEREAS, Police Officer Jeffrey J. Wojcik, Star Number 17858, served on the Chicago Police Department from December 2, 1991 to March 8, 2023, completing 31 years of service; and

WHEREAS, The Chicago City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderperson of the 13th Ward; and

WHEREAS, During his 31 years of service with the Chicago Police Department, Police Officer Jeffrey J. Wojcik excelled in many areas. He received 73 awards and achievements: two complimentary letters, one department commendation, 57 honorable mentions, two Life Saving Awards, a Unit Meritorious Performance Award and several others; and

WHEREAS, The City of Chicago is grateful for the sacrifice made every day by the fine men and women that answer the call to serve; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby express our sincerest appreciation to Police Officer Jeffrey J. Wojcik for his commitment to serving the City of Chicago and its residents; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Police Officer Jeffrey J. Wojcik.

Presented By

ALDERPERSON COLEMAN (16th Ward):

TRIBUTE TO LATE PERRY LEE DANIELS, JR.

[R2023-0005583]

WHEREAS, Perry Lee Daniels, Jr, father, grandfather, great-grandfather and family peacemaker, passed away on October 13, 2023; and

WHEREAS, The Chicago City Council has been informed of Perry's passing by the Honorable Stephanie D. Coleman, Alderperson of the 16th Ward; and

WHEREAS, Born on November 27, 1949, Perry was the second child born to the union of Minnie Lee Coleman and Perry Daniels, Sr.; and

WHEREAS, After moving to Chicago with his mother, Perry attended Francis W. Parker School and Drake Trade School; and

WHEREAS, A journeyman laborer and Local 151 operator, Perry was a hard worker and worked at several construction companies, including Linn-Mathes Construction Company, where he worked for over 15 years; and

WHEREAS, During this time, Perry met Carrie McDonald, and the couple married on January 1, 1983; to their union, six children were born, joining Perry's additional children; and

WHEREAS, The protector and peacemaker of the family and among his many close friends, Perry was affectionately called "Black Bart" as he dressed in black all the time; and

WHEREAS, Perry was predeceased by his parents; his son, Anthony Strong; and two brothers, Michael and Anthony Daniels; he leaves to cherish his memories his wife, Carrie McDonald; 10 children, Perry Hardeman (Jessica), Ruby Daniels Bruce (Rayshoun), Demetrious McDonald, Perrie Kenyatta Daniels, Perry McDonald (Janet), Tahnisha McDonald, Anwar Daniels (Myranda), Monique Brown (Elton), Shakeeler Davis (Carnell) and Gregory Daniels; one sister, Ruby Clifton Johnson (James); six brothers, Evance Clifton, Reverend Derrick Clifton, Herman Clifton, Jr. (Kimberly), Reverend Gregory Daniels (Pamela), Larry Daniels and James Clifton (Shelia); 32 grandchildren; 14 great-grandchildren; and so many other relatives who will cherish his memories; and

WHEREAS, Perry will be deeply missed by his family, friends and all who knew and loved him; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby extend our most heartfelt condolences to the family and friends of Perry Lee Daniels, Jr.; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Perry Lee Daniels, Jr. as a sign of our honor and respect.

CONGRATULATIONS EXTENDED TO JAMES BELK ON 65TH BIRTHDAY.

[R2023-0005586]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Belk on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage James Belk to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, James Belk 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 first day of November 2023, do hereby celebrate James Belk's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to James Belk as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO HENRY BROWN ON 65TH BIRTHDAY.
[R2023-0005587]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Henry Brown on his 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Henry Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Henry Brown has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2023, do hereby celebrate Henry Brown's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Henry Brown as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILLIE BROWN ON 94TH BIRTHDAY.
[R2023-0005604]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Willie Brown on his 94th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Willie Brown to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Willie Brown has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2023, do hereby celebrate Willie Brown's 94th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Willie Brown as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO MARY BUCKINGHAM ON 75TH BIRTHDAY.
[R2023-0005596]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Buckingham on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Buckingham to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Buckingham 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 first day of November 2023, do hereby celebrate Mary Buckingham's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Mary Buckingham as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ERNEST DAWKINS ON 70TH BIRTHDAY.
[R2023-0005595]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ernest Dawkins on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Ernest Dawkins to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ernest Dawkins 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 first day of November 2023, do hereby celebrate Ernest Dawkins' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Ernest Dawkins as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JACQUELINE ELI ON 70TH BIRTHDAY.
[R2023-0005589]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jacqueline Eli on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Jacqueline Eli to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jacqueline Eli 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 first day of November 2023, do hereby celebrate Jacqueline Eli's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Jacqueline Eli as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BETTY HILL ON 75TH BIRTHDAY.
[R2023-0005598]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Betty Hill on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Betty Hill to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Betty Hill has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2023, do hereby celebrate Betty Hill's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Betty Hill as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO ANNIE JONES ON 75TH BIRTHDAY.

[R2023-0005597]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Annie Jones on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Annie Jones to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Annie Jones has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2023, do hereby celebrate Annie Jones' 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Annie Jones as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO JOANNE LEE ON 65TH BIRTHDAY.

[R2023-0005588]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Joanne Lee on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Joanne Lee to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Joanne Lee 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 first day of November 2023, do hereby celebrate Joanne Lee's 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Joanne Lee as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO TERRANCE PHILLIPS ON 70TH BIRTHDAY.
[R2023-0005594]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Terrance Phillips on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Terrance Phillips to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Terrance Phillips 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 first day of November 2023, do hereby celebrate Terrance Phillips' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Terrance Phillips as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO PAMELA RODGERS-MUNSON ON 75TH BIRTHDAY.

[R2023-0005600]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Pamela Rodgers-Munson on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Pamela Rodgers-Munson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Pamela Rodgers-Munson 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 first day of November 2023, do hereby celebrate Pamela Rodgers-Munson's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Pamela Rodgers-Munson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DIANE SIMS ON 65TH BIRTHDAY.

[R2023-0005546]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Diane Sims on her 65th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Diane Sims to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Diane Sims 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 first day of November 2023, do hereby celebrate Diane Sims' 65th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Diane Sims as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BARBARA SLAY ON 70TH BIRTHDAY.

[R2023-0005591]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Barbara Slay on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Barbara Slay to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Barbara Slay 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 first day of November 2023, do hereby celebrate Barbara Slay's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Barbara Slay as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO WILLIE SMITH ON 85TH BIRTHDAY.
[R2023-0005603]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Willie Smith on his 85th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Willie Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Willie Smith has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2023, do hereby celebrate Willie Smith's 85th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Willie Smith as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BERTHA TINSLEY ON 80TH BIRTHDAY.
[R2023-0005602]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bertha Tinsley on her 80th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Bertha Tinsley to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Bertha Tinsley 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 first day of November 2023, do hereby celebrate Bertha Tinsley's 80th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Bertha Tinsley as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO BETTY WALKER ON 75TH BIRTHDAY.
[R2023-0005601]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Betty Walker on her 75th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Betty Walker to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Betty Walker has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16th Ward; now, therefore,

Be It Resolved, That the Mayor and members of the City Council of the City of Chicago, gathered this first day of November 2023, do hereby celebrate Betty Walker's 75th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Betty Walker as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DONALD WATSON ON 70TH BIRTHDAY.
[R2023-0005590]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Donald Watson on his 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Donald Watson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Donald Watson 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 first day of November 2023, do hereby celebrate Donald Watson's 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Donald Watson as a token of our appreciation and blessed wishes.

CONGRATULATIONS EXTENDED TO DARLENE WELLS ON 70TH BIRTHDAY.
[R2023-0005593]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Darlene Wells on her 70th birthday celebration; and

WHEREAS, On behalf of the entire 16th Ward, Alderperson Stephanie D. Coleman would like to encourage Darlene Wells to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Darlene Wells 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 first day of November 2023, do hereby celebrate Darlene Wells' 70th birthday; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Darlene Wells as a token of our appreciation and blessed wishes.

Presented By

**ALDERPERSON COLEMAN (16th Ward) And
ALDERPERSON TAYLOR (20th Ward):**

TRIBUTE TO LATE BRENT R. HAMLET.

[R2023-0005530]

WHEREAS, Brent R. Hamlet, educator, community organizer and life coach, has made his transition on Sunday, September 24, 2023; and

WHEREAS, The Chicago City Council has been informed of Brent's passing by the Honorable Stephanie D. Coleman, Alderperson of the 16th Ward, and the Honorable Jeanette B. Taylor, Alderperson of the 20th Ward; and

WHEREAS, Brent pursued a personal mission of positively impacting youth and families at a very young age by managing and advocating for middle school aged students and their families in the Explore group; and

WHEREAS, Brent had more than 10 years of experience working in the community and committed himself to an abolitionist pedagogy, working with underserved families in a variety of settings, most recently directing and designing after-school enrichment programs on the South Side; and

WHEREAS, Brent received his Bachelor of Arts in history from Alcorn State University and was working to complete his Master of Arts in school counseling from Chicago State University; and

WHEREAS, Brent was a fellow with Chicago United for Equity and was recently elected vice chairman of the Policy Steering Committee with Workers Center for Racial Justice; and

WHEREAS, Brent and his unwavering dedication to his community service has shown us the type of impact one person can have, and his message of radical love and understanding will continue to serve as a beacon of hope in the face of adversity; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby extend our most heartfelt condolences to the family and friends of Brent R. Hamlet; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Brent R. Hamlet as a sign of our honor and respect.

Presented By

ALDERPERSON CURTIS (18th Ward):

**CONGRATULATIONS EXTENDED TO R.E. MOORE MASONIC LODGE NO. 109
ON 100TH ANNIVERSARY.**

[R2023-0005609]

WHEREAS, The R.E. Moore Masonic Lodge Number 109, of the Most Worshipful Prince Hall Grand Lodge of Illinois, Free and Accepted Masons, is celebrating the 100th anniversary of their founding on October 16, 2023; and

WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Derrick G. Curtis, Alderperson of the 18th Ward; and

WHEREAS, Born on February 7, 1850, Richard Edward Moore entered Prince Hall Masonry in 1872, and was elected the grand secretary of the Most Worshipful Prince Hall Grand Lodge in 1912, at the age of 62; and

WHEREAS, R.E. Moore remained in that office, while also serving with honor in several other high-ranking positions, until his death on October 17, 1922, at the age of 72; and

WHEREAS, On October 16, 1923, the Prince Hall Grand Lodge of Illinois granted a charter to R.E. Moore Masonic Lodge, growing to over 200 members at its highest point; and

WHEREAS, In the 100 years since its chartering, the service and dedication of each administration have placed the R.E. Moore Masonic Lodge as a leader in both reputation and service to the community; and

WHEREAS, The R.E. Moore Lodge, and its ranks of men of the finest character who have committed themselves to the most laudable pursuits, has worked to raise money for organizations and people subject to financial misfortune, as well as for students and historically Blacks colleges, such as Wiley College and Alcorn State University, and is a lifetime member of the National Association for the Advancement of Colored People (NAACP); and

WHEREAS, The R.E. Moore Masonic Lodge has vigorously worked to improve and mold the character of hundreds of men and will continue its pursuit of making men better citizens with the highest moral character; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, do hereby congratulate the R.E. Moore Masonic Lodge Number 109, of the Most Worshipful Prince Hall Grand Lodge of Illinois, Free and Accepted Masons, on its 100th anniversary, and extend our heartfelt thanks for the good works of the lodge and its members; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the R.E. Moore Masonic Lodge Number 109.

Presented By

ALDERPERSON TABARES (23rd Ward):

TRIBUTE TO LATE OFFICER ANDRÉS M. VAZQUEZ LASSO.

[R2023-0005628]

WHEREAS, It is with great sadness that the members of this chamber have to honor the life of fallen Police Officer Andrés M. Vasquez Lasso who lost his life while serving and

protecting the City of Chicago. The Chicago City Council has been informed of this resolution by the Honorable Silvana Tabares, Alderperson of the 23rd Ward; and

WHEREAS, Andrés was born on June 23, 1990 to his loving parents, Rocio Lasso and Rodrigo Vasquez, and left behind his adoring sister, Carolina Vasquez, and beautiful niece, Alejandra Guevara; and

WHEREAS, Andrés was dedicated to his education and from an early age he showed his commitment to learning. He enrolled in the Víctor Quintanilla English academy and the CCED-directed education center, where he began his studies in systems engineering; and

WHEREAS, Andrés emigrated from Colombia to Chicago, carrying with him dreams and goals. He was determined to strive for a better future. He entered San Agustín College to study systems engineering, where he graduated with honors and received a scholarship to study at DeVry University and continued his education and pursued his master's degree at Robert Morris University; and

WHEREAS, Andrés spent his free time in the gym, played soccer and was a fervent supporter of Real Madrid, Deportivo Cali and the Colombian national team. He had a talent for salsa dancing. Andrés loved the Colombian culinary delights prepared by his mother and sister; and

WHEREAS, His life took a significant turn when he found inspiration in his cousin, Chicago Police Officer Jhon Vasquez, who Andrés admired, and guided him to join the police force; and

WHEREAS, For five years, Andrés served the community as an officer in District 8 of the Chicago Police Department. Andrés was a persevering man who always sought to advance in his career. He worked in various units of the police department and aspired to become a detective. His commitment and dedication were focused on improving the safety of the city's residents; and

WHEREAS, Tragically, his work as a police officer had a sad ending on March 1, 2023. He bravely responded to a domestic violence call, confronting an armed aggressor who ignored his verbal orders to stop and shot him. Andrés lost his life in the line of duty, honoring the motto of "to protect and serve"; and

WHEREAS, That day left a deep wound in his family, friends and colleagues. Hundreds of officers gathered to bid farewell to this Colombian hero in an emotional ceremony on March 9, 2023. His legacy of courage, commitment and service to the community will endure in the memory of all. Andrés M. Vasquez Lasso, a true hero, will be remembered not only for his distinctive officer's badge but also for his smile and unwavering love for his family, friends and the community he served with honor and dedication. His sacrifice will never be forgotten, and his spirit will live on in our hearts; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby honor the life and memory of Officer Andrés M. Vasquez Lasso and extend to his family and many friends our sincere condolences; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the family of Officer Andrés M. Vasquez Lasso as a sign of our honor and respect.

CONGRATULATIONS EXTENDED TO OFFICER THOMAS J. GAFFNEY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2023-0005655]

WHEREAS, After 27 years of admirable public service, Officer Thomas J. Gaffney retired from the Chicago Police Department on September 15, 2023; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Silvana Tabares, Alderperson of the 23rd Ward; and

WHEREAS, Officer Gaffney passionately served the Police Department and the citizens of Chicago. His professionalism, commitment to public service, integrity and dedication were a credit to the Chicago Police Department; and

WHEREAS, Officer Gaffney upheld the finest traditions of the law enforcement community. His hard work, commitment and dedication to duty earned the respect and admiration of his colleagues in the 8th District Chicago Police Department and the communities he protected and served; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this first day of November 2023, do hereby extend our deepest gratitude and thanks to Officer Thomas J. Gaffney (Star Number 19958) for his many years of exceptional service and retirement. We wish him best wishes in all his future endeavors; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Officer Thomas J. Gaffney.

Presented By

**ALDERPERSON RODRÍGUEZ (22nd Ward),
ALDERPERSON FUENTES (26th Ward),
ALDERPERSON CARDONA (31st Ward)
And OTHERS:**

CONGRATULATIONS EXTENDED TO AUTHOR LUIS J. RODRIGUEZ ON 30TH ANNIVERSARY OF MEMOIR "ALWAYS RUNNING, LA VIDA LOCA, GANG DAYS IN LA".

[R2023-0005249]

A resolution, presented by Alderpersons Rodríguez, Fuentes, Cardona, Rodríguez-Sanchez, Ramirez-Rosa and Villegas, reading as follows:

WHEREAS, The City of Chicago takes great pride in recognizing contributions to Latinx literature and literature produced in the City; and

WHEREAS, The City of Chicago is grappling with the consequences of historic and generational trauma that has long impacted communities of color; and

WHEREAS, Luis J. Rodriguez addresses these issues in *Always Running* and has become an international authority on gang violence and peace in cities like New York City, Los Angeles, Chicago and other countries such as Mexico, Guatemala, El Salvador and England; and

WHEREAS, Luis J. Rodriguez lived in Chicago from 1985 to 2000 in the Humboldt Park, Wicker Park and Logan Square neighborhoods; and

WHEREAS, *Always Running* was published in 1993 and, the following year, was published in paperback by Simon & Schuster and quickly became a national best seller; and

WHEREAS, The American Library Association has listed *Always Running* among the most banned books in the United States for decades; and

WHEREAS, Luis J. Rodriguez was born in El Paso, Texas the son of Mexican immigrants and began writing in his early teens. Despite his involvement with gangs, heroin addiction and prison, he was able to overcome those setbacks and has gone on to win international recognition as a poet, journalist, fiction writer, children's books author and critic and founded Tia Chucha Press in Chicago in 1989; and

WHEREAS, Luis J. Rodriguez wrote *Always Running* as a warning to his son, Ramiro, who was a Chicago street gang member and spent 13 years in prison; and

WHEREAS, *Always Running* was written in Humboldt Park and keeps alive the legacy of great works by authors like Saul Bellows, Nelson Algren and Sandra Cisneros among others; and

WHEREAS, *Always Running* will celebrate its 30th anniversary on Friday, October 13, 2023 at the Chicago History Museum; now, therefore,

Be It Resolved, That we, the Mayor and the members of the Chicago City Council, do hereby officially honor this author, Luis J. Rodriguez, and his literary legacy particularly, *Always Running*, as a major literary contribution to Latinx literature in the United States and the City of Chicago; and

Be It Further Resolved, That a suitable copy of this resolution be presented to Luis J. Rodriguez as a token of our city's deep appreciation and respect for his remarkable achievements.

Presented By

ALDERPERSON ERVIN (28th Ward):

CONGRATULATIONS EXTENDED TO POLICE OFFICER DERONIS COOPER ON RECEIVING CHICAGO EXCELLENCE IN GARDENING AWARD.

[R2023-0005031]

WHEREAS, After a decade of tending his garden in the Garfield Park neighborhood, Deronis Cooper, a 20-year veteran of the Chicago Police Department, has been honored with a Chicago Excellence in Gardening Award; and

WHEREAS, The Chicago City Council has been informed of Officer Cooper's achievement by the Honorable Jason C. Ervin, Alderperson of the 28th Ward; and

WHEREAS, After graduating from Ripon College in Wisconsin, Deronis returned to Chicago, where he began his career as a television news producer for Chicago CBS Channel 2, working with renowned TV personalities, including Lester Holt; and

WHEREAS, After leaving television to pursue a career in public service, Deronis became a Chicago Police officer, which led to him being the center of intense and stressful situations, including helping capture the man who was later convicted of murdering Commander Paul Bauer; and

WHEREAS, Looking for an outlet to relieve the day-to-day stress and pressure of his job, Officer Cooper began gardening with inspiration from his grandmother; and

WHEREAS, At first, he couldn't even name a single plant, but with the support of his friend and fellow public servant, Nikki, a paramedic, the plants -- and his backyard refuge -- began to flourish; and

WHEREAS, A decade later, Officer Cooper's green thumb led to him being awarded the best residential garden by Chicago's Excellence in Gardening Awards which highlighted the variety of native plants that covered his fence; and

WHEREAS, Officer Cooper's garden has grown into a proud and beautiful sight within the Garfield Park neighborhood, featuring plants from 60 garden centers across the Midwest, and attracting local residents and even becoming a tourist destination; and

WHEREAS, The garden has even become an Instagram destination, leading to Officer Cooper being recognized as far away as Hampshire, Illinois while shopping for plants for his garden; and

WHEREAS, Local residents consider the garden "a gift to the community" and a reminder that despite Garfield Park's challenges, friendly people can and do live, work and thrive here; and

WHEREAS, Officer Cooper's dedication to his garden in the heart of the Garfield Park neighborhood has contributed to the beauty of this City and the Garfield Park community, while also bringing people from different neighborhoods to see the oasis that he has created and the community he loves; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, proudly honor Officer Deronis Cooper for his service to the Chicago Police Department and his creation of a garden that has become an award-winning destination in the Garfield Park neighborhood; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to Officer Deronis Cooper as a sign of our honor and respect.

Presented By

ALDERPERSON CONWAY (34th Ward):

CONGRATULATIONS EXTENDED TO TOM SKILLING ON RETIREMENT FROM WGN-TV.

[R2023-0005654]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the work of Tom Skilling; and

WHEREAS, Tom Skilling announced that he will retire as chief meteorologist for WGN-TV at the end of February 2024; and

WHEREAS, The City Council has been notified of his retirement by the Honorable Bill Conway, Alderperson of the 34th Ward; and

WHEREAS, After studying meteorology and journalism at the University of Wisconsin-Madison, Tom Skilling worked at a variety of local television and radio stations, including WITI-TV Milwaukee, a role that garnered him the recognition as Milwaukee's top meteorologist; and

WHEREAS, Mr. Skilling started his journey at WGN in August 1978, and for the last 45 years, has been a staple of Chicago morning news as he's shared his knowledge of strange weather patterns from WGN studios, an ice-breaking ship and even the path of a tornado; and

WHEREAS, Tom Skilling used his expertise to educate Chicagoland about climate change, working with Chicagoland mayors, educators and community members involved in environmental work; and

WHEREAS, While Mr. Skilling's retirement is a bittersweet moment for Chicago, we're grateful for one last winter guided by his weather reports; now, therefore,

Be It Resolved, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of November 1, 2023, do hereby express our gratitude for the work of Mr. Skilling, and extend to him our best wishes for a well-deserved retirement; and

Be It Further Resolved, That suitable copies of this resolution be printed to Tom Skilling as a token of our well wishes.

Presented By

ALDERPERSON SPOSATO (38th Ward):

***CONGRATULATIONS EXTENDED TO GREAD MC KINNIS, JR. ON RETIREMENT
FROM CHICAGO FIRE DEPARTMENT.***

[R2023-0005625]

WHEREAS, Gread McKinnis, Jr. is retiring after many years of service to the Chicago Fire Department, and he and his talents will be sorely missed; and

WHEREAS, Gread McKinnis, Jr. served the Chicago Fire Department as a graphic artist III since September 16, 1987; and

WHEREAS, Gread McKinnis, Jr. is a talented artist, responsible for graphics of all kinds from department memos, general orders, administrative and personnel orders, safety orders and training records, among others; and

WHEREAS, Gread McKinnis, Jr. was a dedicated employee, working meticulously to create various posters, flyers and/or announcements regarding special events in a professional and beautifully creative way; and

WHEREAS, Gread was responsible for informing all areas of the Chicago Fire Department, including all firehouses and headquarters, of important matters; and is known throughout the department by name as he was solely responsible for communication and information between the Chicago Fire Department and its members in the field; and

WHEREAS, Gread is involved, among other pursuits, in the Lefty McKinnis Memorial Scholarship which honors his father, the late "Lefty" McKinnis, who played in the Black baseball league and is well remembered and admired; and

WHEREAS, The proceeds from the Lefty McKinnis Memorial Scholarship Annual Bowling Event raises funds to help young African American males go to college, which is a fitting legacy of Lefty McKinnis; and

WHEREAS, Gread is wished a happy, healthy and well-deserved retirement to spend with his lovely wife, Ann; his sons, Gread III and Marcus Jamal; and his two adored grandchildren, family and friends; now, therefore,

Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered here in assembly this first day of November 2023 A.D., do hereby honor Gread McKinnis, Jr. and thank him for his service; and

Be It Further Resolved, That a suitable copy of this resolution be prepared for presentation to Gread McKinnis, Jr.

Presented By

ALDERPERSON LAWSON (44th Ward):

TRIBUTE TO LATE JOHN W. LEESE, JR.

[R2023-0005642]

WHEREAS, John W. Leese, Jr. was born on April 26, 1931, and departed this life peacefully at the age of 92 on September 30, 2023, leaving behind a legacy of love and dedication to his family and community; and

WHEREAS, Jack was a distinguished graduate of Lane Tech in Chicago and Northwestern University, where he earned both his Bachelor of Science and Master of Arts degrees. He served his country with honor and distinction as a member of the United States Marine Corps. However, it was Jack's passion and dedication to sports, particularly football, that led him to his legendary coaching career, during which he led the East Leyden High School Eagles to multiple Illinois State Championships; and

WHEREAS, Jack Leese's coaching career was marked by exceptional achievements, including an impressive 98-29-4 record, highlighted by perfect 8-0 seasons in 1971 and 1972, and an outstandingly perfect 13-0 Class 5A state championship season in 1977. The

East Leyden High School community mourns the loss of a coaching legend who had such a tremendous positive effect on the school and its alumni as a dedicated teacher; and

WHEREAS, Jack Leese's unwavering commitment to athletics and sportsmanship earned him numerous awards and recognition, including his recent induction into the Hall of Fame for the sixth time, acknowledging his leadership and dedication. His impact extended beyond the football field, as he also served as a wrestling official and lifelong booster for East Leyden High School, leaving an indelible mark on the athletic community; and

WHEREAS, Jack Leese was the beloved husband of Georgia Lewis Leese; a loving father to Stephanie Leese Emrich and the late Karen Miller; a fond grandfather to TJ Miller and Sara Miller Poulsen; and a cherished great-grandfather to Grayson and Magnolia Miller; as well as a step-grandfather to Charles Emrich and Parker. Jack's family also included his loyal companion, Toby, the family dog, who brought immense joy to their lives for nearly 16 years; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered this first day of November 2023, extend our most heartfelt sympathies to the family and numerous friends of Jack Leese as well as express our sincere condolences to the East Leyden High School community as well as all the many whose lives he touched; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of John W. Leese, Jr.

TRIBUTE TO LATE TYRA S. NOTORANGELO.

[R2023-0005644]

WHEREAS, It is with heavy hearts that we gather here to pay our respects and honor the memory of Tyra S. Notorangelo, an outstanding citizen and member of her community, who passed away on Friday, October 13, 2023, after a valiant battle against pancreatic cancer; and

WHEREAS, Tyra started her life's journey as a cherished daughter born to the union of the late Herbert Daitchman and Marilyn Daitchman. Born Tyra S. Daitchman, she was not only a beloved wife to Nicholas J. Notorangelo, but also a loving mother to Max Notorangelo; a dear sister to Rick Daitchman and Jody Daitchman; and a fond aunt to numerous nieces, nephews and cousins; and

WHEREAS, Tyra spent her 64 years of life with a strong commitment to health and well-being as was evident in her dedication to yoga, her love for cycling and her passion for running. Her yoga instruction extended beyond personal practice, as she generously shared her expertise and compassion to help and uplift others. That benevolence extended to her

community, as she was renowned for her open-hearted nature and her annual holiday party, where she warmly welcomed neighbors and friends; and

WHEREAS, Helping others was the core of Tyra's life. She actively supported numerous community groups, including the 19th District Police Department and Office of Community Policing, numerous neighborhood programs and charitable organizations, touching the lives of many through her selfless actions; and

WHEREAS, The Honorable Bennett R. Lawson has informed this august body of Tyra's vibrant spirit and unwavering positivity toward all who had the privilege of crossing her path; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered here this first day of November 2023, do hereby extend our deepest condolences on learning of the passing of Tyra S. Notorangelo and offer our sincerest sympathies to her family and many friends whose lives she touched; and

Be It Further Resolved, That suitable copies of this resolution be prepared and presented to the family of Tyra S. Notorangelo.

Presented By

ALDERPERSON LAWSON (44th Ward)
And OTHERS:

TRIBUTE TO LATE NORBERT TATRO.

[R2023-0005651]

A resolution, presented by Alderpersons Lawson, Robinson, Lopez, Fuentes, Rodríguez-Sánchez, Ramirez-Rosa, Knudsen, Manaa-Hoppenworth and Hadden, reading as follows:

WHEREAS, On August 26, 2023, at the age of 80, Norbert Tatro, a distinguished television news producer and writer, whose remarkable career spans more than a quarter century, passed away after suffering a stroke. He left an indelible mark on the world of journalism, and his enduring impact touched the lives of all fortunate enough to have known him; and

WHEREAS, Norbert Tatro started his remarkable life's journey in Milwaukee. He started his lifelong career after earning a bachelor's degree in broadcast journalism from the

University of Iowa in 1964 and attaining a master's degree in broadcast journalism from Northwestern University's prestigious Medill School of Journalism the following year. Norb, as he was affectionately known, began at a television station in his hometown of Milwaukee before his tenure as a producer at WBBM-TV, the CBS outlet in this city. By 1968, his competence and dedication led to co-producing the station's 10:00 P.M. newscast, marking the outset of his outstanding career in the television industry. Norb briefly returned to Milwaukee before joining the staff of WMAQ-TV, the NBC affiliate in Chicago; and

WHEREAS, Norb's unruffled and focused demeanor displayed in the frenetic pace of a big-city newsroom endeared him to his colleagues. This exceptional calmness in the face of fast-paced news production was fondly remembered by former WMAQ-TV reporter, Barry Bernson, who epitomized him as the one who guided and supported his fellow journalists through multiple challenges with wisdom and grace. His tenure at WMAQ-TV in Chicago encompassed a broad spectrum of news stories. In 1977, he was an integral part of a team that earned a local Emmy for their coverage of a breaking news story involving a hostage situation during a South Side currency exchange robbery. Rich Samuels, a former reporter for WMAQ-TV and for the PBS Chicago outlet, WTTW, lauded Norb as one of the most competent, dedicated and even-tempered journalists he had the privilege to work alongside, a testament to Norb's ability to bring out the best in his colleagues despite the pressures of deadlines and limited resources; and

WHEREAS, By 1981, Norb extended his journalistic horizons by joining the Chicago bureau of NBC News, where he covered an expansive 11-state territory for the *NBC Nightly News* and the *Today* show. His unwavering dedication to his craft took him to locations as distant as Argentina during the Falkland Islands conflict. However, the work that Norb found most meaningful involved highlighting the struggles of auto plant workers and Midwestern farmers during the farm crisis of the 1980s. His dedication was recognized with a national news and documentary Emmy award in 1985 for his outstanding contributions to the *NBC Nightly News*. In the late 1980s, Norb returned to Chicago's local NBC news operation, where he was known for his straightforward and no-nonsense approach to journalism, delivering the essential facts with precision and clarity; and

WHEREAS, After his retirement from NBC in 1997, Norb Tatro embarked on a new chapter in his life as an educator, imparting his knowledge and experience to future generations. He taught journalism at Truman State University in Missouri and at Roosevelt University in Chicago, influencing and inspiring the next wave of journalists; and

WHEREAS, An avid skier and runner, Norb accomplished numerous runs in the Boston Marathon during the 1980s and 1990s, exemplifying his enduring spirit. In the spirit of giving back, Norb established a \$5,000-a-year scholarship at Mason City High School, designed to support students interested in pursuing college coursework in music or journalism, a testament to his dedication to the next generation; and

WHEREAS, The Honorable Bennett R. Lawson, Alderperson of the 44th Ward, has informed this august body about this iconic figure of Chicago journalism who is survived by his wife of 27 years, Elaine Feldman; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered this first day of November 2023, do hereby extend our sincerest sympathies to Norbert Tatro's wife, his colleagues and the many friends whose lives he touched; and

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

CONGRATULATIONS EXTENDED TO LAURIE DITTMAN ON RETIREMENT FROM CITY OF CHICAGO.

[R2023-0005627]

A resolution, presented by Alderpersons Lawson, Robinson, Lopez, Fuentes, Rodríguez-Sánchez, Ramirez-Rosa, Knudsen, Manaa-Hoppenworth and Hadden, reading as follows:

WHEREAS, Laurie Dittman has faithfully served the Mayor's Office for People with Disabilities for the past three decades, demonstrating unwavering commitment and dedication to her work; and

WHEREAS, Laurie has been a tireless advocate in Chicago's independent politics and LGBTQ+ organizing, making significant contributions to the advancement of LGBTQ+ rights and the fight against sexual-orientation discrimination; and

WHEREAS, Laurie Dittman's journey of public service commenced after she received her degree in political science from Knox College in 1979, relocating to Chicago and beginning her career as a volunteer and part-time administrative assistant of the Independent Voters of Illinois -- Independent Precinct Organization (IVI-IPO). She played an instrumental role in the LGBTQ+ rights movement, organizing the first independent gay and lesbian caucus within IVI-IPO and becoming a core member of Lesbians and Gays for Washington, actively participating in the late Harold Washington's historic mayoral campaigns; and

WHEREAS, During her tenure as the executive director of IVI-IPO from 1981 to 1990, Laurie Dittman ensured the organization's active engagement in the fight for LGBTQ+ civil rights, and in particular through her leadership in the Gay and Lesbian Town Meeting that launched the campaign against sexual orientation discrimination in Chicago; and

WHEREAS, Laurie Dittman leveraged her extensive network of contacts and alliances, including the Chicago chapter of the National Organization for Women, to develop winning strategies that led to the passage of Chicago's expanded human rights law on December 21, 1988. She continued her advocacy efforts by effectively organizing for the

passage of Chicago's hate crimes ordinance in 1990 and played a significant role in achieving the passage of the Cook County Human Rights Ordinance in 1993; and

WHEREAS, Transitioning into government service, Laurie Dittman was appointed as a special assistant to the city treasurer under Miriam Santos, successfully advocating for a city ordinance requiring banks to pledge nondiscrimination in their lending practices to maintain their status as depositories of city funds; and

WHEREAS, In 1994, Ms. Dittman was appointed as deputy city treasurer, reaching the highest-ranking openly gay or lesbian position in Chicago city government at the time. Laurie's outstanding contributions have been widely recognized through various awards and honors, including the title of Organizer of the Year by *Gay Chicago* magazine, the Liberty Bell Award from the Chicago Bar Association, an award of merit from the Chicago Commission on Human Relations, as well as several awards from IVI-IPO and IMPACT's Alongi Award; and

WHEREAS, The Honorable Bennett R. Lawson, Alderperson of the 44th Ward, has brought to the attention of this august body this remarkable woman's achievements and accolades. Her retirement will be a considerable loss to this city's body politic; now, therefore,

Be It Resolved, That we, the Mayor and members of the City of Chicago City Council, gathered this first day of November 2023, express our deepest appreciation and gratitude to Laurie Dittman for her long and distinguished career, unwavering commitment to LGBTQ+ rights, and tireless efforts to combat discrimination; and

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

Presented By

ALDERPERSON GARDINER (45th Ward):

CONGRATULATIONS EXTENDED TO LAURA ANGELOPOULOS ON
65TH BIRTHDAY.

[R2023-0005527]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Laura Angelopoulos 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 Laura Angelopoulos 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 first day of November 2023, do hereby congratulate Laura Angelopoulos on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO DIANA ANTOL ON 65TH BIRTHDAY.

[R2023-0005526]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Diana Antol 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 Diana Antol 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 first day of November 2023, do hereby congratulate Diana Antol on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO ROSY BELTRAN ON 70TH BIRTHDAY.

[R2023-0005525]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Rosy Beltran 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 Rosy Beltran 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 first day of November 2023, do hereby congratulate Rosy Beltran on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO PHYLLIS BOBOR ON 80TH BIRTHDAY.
[R2023-0005524]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Phyllis Bobor 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 Bobor 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 first day of November 2023, do hereby congratulate Phyllis Bobor on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO JACQUELINE FORTIER ON 90TH BIRTHDAY.
[R2023-0005523]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jacqueline Fortier in honor of her 90th birthday; and

WHEREAS, On behalf of the entire 45th Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Jacqueline Fortier 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 first day of November 2023, do hereby congratulate Jacqueline Fortier on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO ANDRZEJ MAKOWSKI ON 80TH BIRTHDAY.
[R2023-0005522]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Andrzej Makowski 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 Andrzej Makowski 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 first day of November 2023, do hereby congratulate Andrzej Makowski on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO JACLYN MAMMEN ON 70TH BIRTHDAY.
[R2023-0005270]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jaclyn Mammen 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 Jaclyn Mammen 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 first day of November 2023, do hereby congratulate Jaclyn Mammen on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO STEVEN MPISTOLARIDES ON 65TH BIRTHDAY.

[R2023-0005508]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Steven Mpistolarides 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 Mpistolarides 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 first day of November 2023, do hereby congratulate Steven Mpistolarides on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO JANET SCHWABE ON 65TH BIRTHDAY.

[R2023-0005491]

WHEREAS, The members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Janet Schwabe 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 Janet Schwabe 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 first day of November 2023, do hereby congratulate Janet Schwabe on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO MARGARITA VAZQUEZ ON 70TH BIRTHDAY.

[R2023-0005475]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Margarita Vazquez 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 Margarita Vazquez 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 first day of November 2023, do hereby congratulate Margarita Vazquez on the occasion of her birthday; and

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

CONGRATULATIONS EXTENDED TO FRANK VERDERAIME ON 70TH BIRTHDAY.
[R2023-0005478]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Frank Verderaime 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 Frank Verderaime 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 first day of November 2023, do hereby congratulate Frank Verderaime on the occasion of his birthday; and

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

CONGRATULATIONS EXTENDED TO MAURA ZIC ON 75TH BIRTHDAY.
[R2023-0005467]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Maura Zic 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 Maura Zic 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 first day of November 2023, do hereby congratulate Maura Zic on the occasion of her birthday; and

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

Presented By

ALDERPERSON MANAA-HOPPENWORTH (48th Ward):

CONGRATULATIONS EXTENDED TO CHICAGO DRAGONS RUGBY FOOTBALL CLUB ON 20TH ANNIVERSARY.

[R2023-0005608]

WHEREAS, The Chicago Dragons Rugby Football Club was formed in 2003 and are the first team in the Midwest to accept openly gay men, and were the first inclusive team in the region to formally join the International Gay Rugby (IGR) organization; and

WHEREAS, The Chicago Dragons Rugby Football Club is a Division IV member of the USA Rugby organization, the Midwest Rugby Union (MWRU) and the Chicago Area Rugby Football Union (CARFU), dedicated to competitive play within the division while creating access and opportunities to learn the sport and create community no matter the background or experience; and

WHEREAS, Chicago Dragons Rugby Football Club's mission is not only to play rugby but also to create a welcoming and encouraging learning environment for new players from all walks of life and all parts of the city, fostering a sense of community and acceptance; and

WHEREAS, Chicago Dragons proudly represents Chicago, with their Chicago flag-adorned jerseys, at local, national and international competitions as far as Sydney, Australia; and

WHEREAS, Chicago Dragons is a 501(c)(3) tax-exempt organization, a designation that allows them to receive donations that further enable them to promote inclusivity and expand their reach within the community; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on this first day of November 2023, do hereby honor and congratulate Chicago Dragons Rugby Football Club; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Dragons Rugby Football Club as a symbol of our esteem and respect.

CONGRATULATIONS EXTENDED TO CHICAGO GAY MEN'S CHORUS ON 40TH ANNIVERSARY.

[R2023-0005607]

WHEREAS, Chicago Gay Men's Chorus has been an integral part of Chicago's cultural and LGBTQIA+ communities since 1983, entertaining audiences across the continent with innovative musical programming exploring everything from love to politics; and

WHEREAS, Chicago Gay Men's Chorus formed during a time when identifying as gay carried significant risks including being fired, evicted or otherwise discriminated against, and provided a place where many men made the transition to coming out in a safe and welcoming environment; and

WHEREAS, Chicago Gay Men's Chorus formed during the HIV/AIDS epidemic, bringing attention to the community's rights and inequities; and

WHEREAS, Chicago Gay Men's Chorus proudly sang "America the Beautiful" for the Illinois Marriage Equality Act bill-signing ceremony and was inducted into the Chicago Gay and Lesbian Hall of Fame in 2001; and

WHEREAS, Chicago Gay Men's Chorus' mission is to create musical experiences to entertain and enlighten, inspire change and build community. Chicago Gay Men's Chorus delights audiences and explores issues relevant to LGBTQIA+ people and their allies -- enlivening Chicago's cultural landscape and creating a better community for all; and

WHEREAS, Chicago Gay Men's Chorus revolves around the core ideas of community, music and advocacy, and is an expression of identity, an emblem of LGBTQIA+ history and a look into a community of people that connect through song; and

WHEREAS, Chicago Gay Men's Chorus proudly represents Chicago at performances across North America, including Montreal, New York, Denver, Miami, Los Angeles and New Orleans, and has brought entertainment from across the United States and Europe to perform here in Chicago; and

WHEREAS, Chicago Gay Men's Chorus is the largest LGBTQIA+ arts organization in the Midwest, and one of the largest volunteer choruses in the Chicago area; and

WHEREAS, Chicago Gay Men's Chorus' vision is to entertain and enlighten, inspire change, and build community. Chicago Gay Men's Chorus is a safe haven from discrimination and judgment; now, therefore,

Be It Resolved, That we, the Mayor and members of the Chicago City Council, assembled here on this first day of November 2023, do hereby honor and congratulate Chicago Gay Men's Chorus; and

Be It Further Resolved, That a suitable copy of this resolution be prepared and presented to the Chicago Gay Men's Chorus as a symbol of our esteem and respect.

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 -- 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
HALL (6th Ward)	South Eberhart Avenue, at 7428 (handicapped permit parking); [O2023-0005559]
	South Ingleside Avenue, at 7400 (handicapped permit parking); [O2023-0005558]
	South Ingleside Avenue, at 7407 (handicapped permit parking); [O2023-0005557]

11/1/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

4745

Aldersperson

Location And Permit Number

South State Street, at 8115 (Handicapped Parking Permit 131720);
[O2023-0005592]

South Wabash Avenue, at 7833 (handicapped permit parking);
[O2023-0005650]

MITCHELL
(7th Ward)

South Colfax Avenue, at 8004 (Handicapped Parking Permit 131336);
[O2023-0005782]

HARRIS
(8th Ward)

South Cregier Avenue, at 8819 (Handicapped Parking Permit 131242);
[O2023-0002134]

LEE
(11th Ward)

West 31st Place, at 1223 (Handicapped Parking Permit 126778);
[O2023-0005585]

QUINN
(13th Ward)

South Kilbourn Avenue, at 5806 (Handicapped Parking Permit 131516);
[O2023-0005513]

South Kildare Avenue, at 6506 (Handicapped Parking Permit 132656);
[O2023-0005518]

South Komensky Avenue, at 6604 (Handicapped Parking Permit 131831);
[O2023-0005519]

South Mason Avenue, at 6234 (Handicapped Parking Permit 130747);
[O2023-0005645]

South Mayfield Avenue, at 5600 (Handicapped Parking Permit 132270);
[O2023-0005529]

West 63rd Place, at 6319 (Handicapped Parking Permit 132657);
[O2023-0005517]

Alderson

Location And Permit Number

West 64th Place, at 6128 (Handicapped Parking Permit 132461);
[O2023-0005514]

CURTIS
(18th Ward)

South Honore Street, at 8451 (Handicapped Parking Permit 131007);
[O2023-0005348]

South Sawyer Avenue, at 7740 (Handicapped Parking Permit 132196);
[O2023-0005432]

MOSLEY
(21st Ward)

South Laflin Street, at 9432 (Handicapped Parking Permit 130487);
[O2023-0005780]

South Morgan Street, at 10411 (Handicapped Parking Permit 132261);
[O2023-0005779]

South Throop Street, at 8804 (Handicapped Parking Permit 129577);
[O2023-0005781]

TABARES
(23rd Ward)

South Latrobe Avenue, at 5121 (Handicapped Parking Permit 131107);
[O2023-0005545]

South Leamington Avenue, at 5031 (Handicapped Parking
Permit 131615);
[O2023-0005614]

South Lockwood Avenue, at 5148 (Handicapped Parking
Permit 132208);
[O2023-0005551]

South Lotus Avenue, at 5218 (Handicapped Parking Permit 132076);
[O2023-0005549]

South Massasoit Avenue, at 5125 (Handicapped Parking
Permit 130970);
[O2023-0005619]

11/1/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

4747

Aldersperson	Location And Permit Number
	South McVicker Avenue, at 5111 (Handicapped Parking Permit 132789); [O2023-0005612]
	South Merrimac Avenue, at 5201 (Handicapped Parking Permit 132651); [O2023-0005605]
	South Merrimac Avenue, at 5205 (Handicapped Parking Permit 132039); [O2023-0005552]
	South Moody Avenue, at 5328 (Handicapped Parking Permit 1332460); [O2023-0005617]
	South Sayre Avenue, at 5349 (Handicapped Parking Permit 131266); [O2023-0005547]
	South Tripp Avenue, at 6810 (Handicapped Parking Permit 132420); [O2023-0005550]
	West 60 th Street, at 3709 (Handicapped Parking Permit 132434); [O2023-0005610]
<i>SIGCHO-LOPEZ</i> (25 th Ward)	South Halsted Street, at 1509 (signs to be posted at 1507 South Halsted Street) (Handicapped Parking Permit 131740); [O2023-0005621]
<i>CARDONA</i> (31 st Ward)	West Deming Place, at 5238 (handicapped permit parking); [O2023-0005599]
<i>RODRÍGUEZ-SÁNCHEZ</i> (33 rd Ward)	West Warner Avenue, at 3322 (Handicapped Parking Permit 126309); [O2023-0005792]
<i>RAMIREZ-ROSA</i> (35 th Ward)	North Gresham Avenue, at 2933 (Handicapped Parking Permit 132364); [O2023-0005531]

Aldersperson	Location And Permit Number
<i>MITTS</i> (37 th Ward)	West Bloomingdale Avenue, at 5550 (Handicapped Parking Permit 131947); [O2023-0005311] West Haddon Avenue, at 5508 (Handicapped Parking Permit 129984); [O2023-0005314] North Harding Avenue, at 1242 (Handicapped Parking Permit 131890); [O2023-0005302] North Karlov Avenue, at 836 (Handicapped Parking Permit 132299); [O2023-0005304] North Keating Avenue, at 1636 (Handicapped Parking Permit 131638); [O2023-0005303] North Lorel Avenue, at 1326 (Handicapped Parking Permit 131839); [O2023-0005306] North Lotus Avenue, at 1728 (Handicapped Parking Permit 128733). [O2023-0005313]

Referred -- AMENDMENT OF PARKING PROHIBITION AT ALL TIMES.
(Disabled Parking)

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson	Location And Permit Number
<i>HALL</i> (6 th Ward)	Amend ordinance which reads: "South Wentworth Avenue, at 7555 (Handicapped Parking Permit 13070)" by striking the above and inserting in lieu thereof: "South Wentworth Avenue, at 7550 (Handicapped Parking Permit 130730)"; [O2023-0005560]

11/1/2023

NEW BUSINESS PRESENTED BY ALDERPERSONS

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Aldersperson	Location And Permit Number
<i>QUINN</i> (13 th Ward)	Amend ordinance by striking: "South Kilbourn Avenue, at 6559 (Handicapped Parking Permit 64455)"; [O2023-0005580]
	Amend ordinance by striking: "South Mobile Avenue, at 6031 (Handicapped Parking Permit 127867)"; [O2023-0005575]
	Amend ordinance by striking: "South Newland Avenue, at 5544 (Handicapped Parking Permit 70876)"; [O2023-0005649]
	Amend ordinance by striking: "South Nordica Avenue, at 5522 (Handicapped Parking Permit 131113)"; [O2023-0005510]
<i>FUENTES</i> (26 th Ward)	Amend ordinance by striking: "North Evergreen Avenue, at 3251 (Handicapped Parking Permit 65535)"; [O2023-0005788]
	Amend ordinance by striking: "North Mozart Street, at 901 (Handicapped Parking Permit 13673)"; [O2023-0005618]
<i>CARDONA</i> (31 st Ward)	Amend ordinance by striking: "West Fletcher Street, at 4167 (Handicapped Parking Permit 94644)"; [O2023-0005606]
	Amend ordinance by striking: "West Wrightwood Avenue, at 4704 (Handicapped Parking Permit 12848)"; [O2023-0005615]
<i>SPOSATO</i> (38 th Ward)	Amend ordinance by striking: "West Waveland Avenue, at 6020 (Handicapped Parking Permit 8023)"; [O2023-0005623]

Aldersperson

Location And Permit Number

SILVERSTEIN(50th Ward)

Amend ordinance by striking: "North Damen Avenue, at 6160 (Handicapped Parking Permit 119260)";

[O2023-0005521]

Amend ordinance by striking: "North Francisco Avenue, at 6332 (Handicapped Parking Permit 95530)";

[O2023-0005520]

Amend ordinance by striking: "West Glenlake Avenue, at 2751 (Handicapped Parking Permit 114248)".

[O2023-0005515]

Referred -- ESTABLISHMENT OF TWO PERCENT RESERVED DISABLED PARKING ON PORTION OF N. WASHTENAW AVE.

[O2023-0005578]

Aldersperson Silverstein (50th Ward) presented a proposed ordinance to establish two percent reserved disabled parking on North Washtenaw Avenue (west side) from a point 183 feet north of West North Shore Avenue to a point 20 feet north thereof, to be in effect from 7:00 A.M. to 4:30 P.M., which was *Referred to the Committee on Pedestrian and Traffic Safety*.

Referred -- ESTABLISHMENT OF TWO-HOUR PARKING RESTRICTIONS.

[O2023-0005787]

Aldersperson Napolitano (41st Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the establishment two-hour parking restrictions on portions of the streets listed below, for the distance specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

North Delphia Avenue (west side) from West Bryn Mawr Avenue to West Catalpa Avenue;

North Oakview Avenue (both sides) from West Catalpa Avenue to West Bryn Mawr Avenue; and

West Gregory Street (both sides) from North Oakview Avenue to East River Road.

Referred -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

Aldersperson Ramirez (12th Ward) presented proposed ordinances 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:

3500 -- 3558 South Maplewood Avenue (west side) -- Residential Permit Parking Zone 652 -- at all times -- all days;

[O2023-0005783]

4015 -- 4128 South Montgomery Avenue and 2614 -- 2639 West Montgomery Avenue -- Residential Permit Parking Zone 185 -- at all times -- all days.

[O2023-0005784]

Referred -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances to amend 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:

Aldersperson	Location, Distance And Time
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LEE
(11th Ward)

Amend Residential Permit Parking Zone 157 by adding 2573 -- 2579 South Hillock Avenue -- at all times -- all days;

[O2023-0005556]

Amend Residential Permit Parking Zone 355 by adding 3301 -- 3307 South Racine Avenue -- at all times -- all days;

[O2023-0005584]

Aldersperson Location, Distance And Time

FUENTES
(26th Ward)

Amend Residential Permit Parking Zone 367 by striking: "3200 -- 3257 West Dickens Avenue -- at all times -- all days";

[O2023-0005790]

Amend Residential Permit Parking Zone 1633 at 1100 -- 1143 North Mozart Street -- at all times -- all days.

[O2023-0005789]

Referred -- ESTABLISHMENT OF NO PARKING/TOW-AWAY ZONES.

The alderpersons named below presented a proposed ordinance and orders directing the Commissioner of Transportation to give consideration to the establishment of 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 And Type Of Sign

QUINN
(13th Ward)

South Sayre Avenue (both sides) at West 63rd Street -- no parking of trucks -- tow-away zone -- at all times -- all days;

[Or2023-0005652]

RODRÍGUEZ-SÁNCHEZ
(33rd Ward)

4602 -- 4654 North St. Louis Avenue (east side) and 4633 -- 4609 North Kimball Avenue (west side) -- no parking on school days except school staff -- 7:00 A.M. to 4:30 P.M.;

[O2023-0005323]

NAPOLITANO
(41st Ward)

North Newland Avenue (west side) from West Summerdale Avenue south to the first alley -- no parking -- at all times -- all days (public benefit);

[O2023-0005786]

Aldersperson	Location And Type Of Sign
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<i>SILVERSTEIN</i> (50 th Ward)	West Rosemont Avenue, from North Kedzie Avenue to a point 40 feet east thereof -- no parking/tow-away zone -- at all times -- all days. [Or2023-0005562]
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Referred -- AMENDMENT OF NO PARKING/TOW-AWAY ZONES.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to give consideration to the amendment of previously passed ordinances which established 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 And Type Of Sign
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<i>DOWELL</i> (3 rd Ward)	Remove no parking at East 25 th Street (south side) from South State Street to South Wabash Avenue -- at all times -- all days; [O2023-0005785]
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<i>REILLY</i> (42 nd Ward)	Remove no parking/tow-away zone at East Oak Street, from North Jean Baptiste Pointe Du Sable Lake Shore Drive to North Rush Street -- 7:00 A.M. to 9:00 A.M. -- Monday through Friday. [O2023-0005791]
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Referred -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed 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
<i>QUINN</i> (13 th Ward)	West 62 nd Street and South Merrimac Avenue -- "Stop" sign; [Or2023-0005509] West 63 rd Street and South Karlov Avenue -- "Stop" sign; [Or2023-0005581]
<i>MOORE</i> (17 th Ward)	South Green Street and West 76 th Street -- "All-Way Stop" sign; [Or2023-0005536]
<i>TABARES</i> (23 rd Ward)	West 51 st Street and South Major Avenue -- "All-Way Stop" sign. [Or2023-0005622]

2. ZONING ORDINANCE AMENDMENTS.

Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented six proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

BY ALDERPERSON QUINN (13th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B3-3 Community Shopping District the area shown on Map Number 14-M bounded by:

the alley next north of and parallel to West 63rd Street; a line 83.63 feet west of and parallel to South Merrimac Avenue; West 63rd Street; and a line 267.26 feet west of and parallel to South Merrimac Avenue (common address: 6244 -- 6250 West 63rd Street).

[O2023-0005679]

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 16-M bounded by:

West 63rd Place; South Central Avenue; a line 185 feet south of and parallel to West 63rd Place; and the alley next west of and parallel to South Central Avenue (common address: 6332 -- 6348 South Central Avenue).

[O2023-0005677]

To classify as an RS2 Residential Single-Unit (Detached House) District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 16-M bounded by:

West 63rd Place; a line 30 feet west of and parallel to the alley next west of and parallel to South Central Avenue; the alley next south of and parallel to West 63rd Place; and a line 160 feet west of and parallel to South Central Avenue (common address: 5623 West 63rd Place).

[O2023-0005681]

BY ALDERPERSON O'SHEA (19th Ward):

To classify as an RS2 Residential Single-Unit (Detached House) District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 26-H bounded by:

West 109th Place; South Ashland Avenue; South Vincennes Avenue; West Chelsea Place; and the alley parallel to and next southwest of South Vincennes Avenue (common address: 11032 South Vincennes Avenue).

[O2023-0005729]

BY ALDERPERSON SIGCHO-LOPEZ (25th Ward):

To classify as a C1-2 Neighborhood Commercial District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 4-I bounded by:

a line 192 feet east of and parallel to South Rockwell Street; the alley next north of and parallel to West 21st Street; a line 312 feet east of and parallel to South Rockwell Street; and West 21st Street (common address: 2508 West 21st Street).

[O2023-0005516]

BY ALDERPERSON KNUDSEN (43rd Ward):

To classify as a B3-5 Community Shopping District instead of Planned Development Number 1302 the area shown on Map Number 7-F in the area bounded by:

West Diversey Parkway; North Lehmann Court; a line 175 feet south of and parallel to West Diversey Parkway; and the public alley next west of North Lehmann Court (common address: 601 -- 609 West Diversey Parkway and 2726 -- 2736 North Lehmann Court).

[O2023-0005678]

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 -- TRANSFER OF YEAR 2023 FUNDS WITHIN CITY COUNCIL COMMITTEE ON PUBLIC SAFETY.

[O2023-0005576]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2023 funds within the City Council Committee on Public Safety to meet the necessary obligations that have been or may be incurred during Year 2023, which was *Referred to the Committee on the Budget and Government Operations*.

Presented By

**ALDERPERSON ROBINSON (4th Ward) And
ALDERPERSON DOWELL (3rd Ward):**

Referred -- INITIATION AND AUTHORIZATION OF ADVISORY REFERENDUM FOR SUBMISSION TO CHICAGO VOTERS AT MARCH 19, 2024 MUNICIPAL GENERAL PRIMARY ELECTION CONCERNING SUPPORT FOR RENAMING OF DOUGLAS COMMUNITY AREA.

[R2023-0005613]

A proposed resolution to initiate and authorize a public question to be submitted to voters in the 3rd, 7th, 18th, 20th, 22nd, 23rd and 26th precincts of the 3rd Ward and the 17th, 18th, 19th, 20th, 21st, 22nd, 23rd and 24th precincts of the 4th Ward in a referendum at the regularly scheduled election occurring March 19, 2024 on whether the City of Chicago shall rename the "Douglas" Community Area named in honor of Stephen A. Douglas to the "Douglass" Community Area in honor of Frederick Douglass, which was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON HALL (6th Ward):

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Little Ivy League Academy -- 8601 South State Street; and

[O2023-0005647]

Oscar's Auto Glass LLC -- 6833 South South Chicago Avenue.

[O2023-0005648]

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:

South Vincennes Avenue, from West 82nd Street to West 84th Street -- to be known as "Honorary Titus Allen, Sr. Way"; and

[O2023-0005640]

South Wabash Avenue, from East 83rd Street to East 85th Street -- to be known as "Honorary Maime Till-Mobley Way".

[O2023-0005643]

Presented By

ALDERPERSON MITCHELL (7th Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2425 E. 71ST ST.
[Or2023-0005721]

A proposed order for the issuance of a permit to install a sign/signboard at 2425 East 71st Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON LEE (11th Ward):

Referred -- EXEMPTION OF BUSY BEES CHICAGO LEARNING ACADEMY, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0005631]

A proposed ordinance to exempt Busy Bees Chicago Learning Academy, Inc. from the

physical barrier requirement pertaining to alley accessibility for the parking facilities for 3316 South Ashland Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3207 S. HALSTED ST.

[Or2023-0005555]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 3207 South Halsted Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON RODRÍGUEZ (22nd Ward):

Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3315 W. 26TH ST.

[Or2023-0005646]

A proposed order for the issuance of a permit to install a sign/signboard at 3315 West 26th Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERPERSON RODRÍGUEZ (22nd Ward)
And OTHERS:**

Referred -- EXPRESSION OF SUPPORT FOR UPDATES TO FEDERAL OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM GUIDANCE.

[R2023-0005732]

A proposed resolution, presented by Alderpersons Rodríguez, La Spata, Harris, Gutiérrez,

Mosley, Sigcho-Lopez, Ramirez-Rosa, Vasquez, Clay, Martin and Hadden, expressing support for the federal Office of Management and Budget to update the Uniform Guidance (2 CFR Part 200) to allow states and localities to implement substantive procurement standards that advance high-quality jobs and equitable hiring, which was *Referred to the Committee on Workforce Development*.

Presented By

**ALDERPERSON FUENTES (26th Ward)
And OTHERS:**

Referred -- CALL ON U.S. CONGRESS TO CLARIFY U.S. TAX CODE TO PREVENT MISUSE OF PUERTO RICAN TAX INCENTIVES.

[R2023-0005541]

A proposed resolution, presented by Alderpersons Fuentes, Rodríguez, Rodríguez-Sánchez, Villegas and Cardona, calling on the United States Congress to take immediate action to clarify and amend the U.S. tax code to prevent the misuse of Puerto Rican tax incentives; to ensure any tax code amendments preserve the original intent of promoting economic growth in Puerto Rico; to encourage collaboration between federal, state and local governments as well Puerto Rican authorities; to ensure that tax policies are fair, transparent and effective; and to request educational campaigns to inform the public about the proper use of tax incentives, which was *Referred to the Committee on Health and Human Relations*.

Presented By

ALDERPERSON BURNETT (27th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 1.88 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. GRAND AVE.

[O2023-0005671]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 1.88 which restricted the issuance of additional package

goods licenses on the south side of West Grand Avenue, from North Ashland Avenue to North Wood Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

The Carter Chicago -- 1936 West Fulton Street; and

[O2023-0005670]

United Center Joint Venture -- 1753 West Monroe Street.

[O2023-0005666]

Referred -- AMENDMENT OF SECTION 17-4-0404 OF MUNICIPAL CODE BY MODIFYING SUBSECTION 17-4-0404-B REGARDING MINIMUM LOT AREA PER UNIT REDUCTIONS FOR CERTAIN AREA DISTRICTS.

[O2023-0005667]

Also, a proposed ordinance to amend Title 17, Chapter 4, Section 0404 of the Municipal Code of Chicago by modifying subsection 17-4-0404-B requiring that the minimum lot area per unit reduction, for downtown floor area bonuses, not exceed 30 percent, regardless of the floor area bonus granted, except in -16 floor area districts where this cap does not apply, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 800 W. FULTON MARKET.

Also, two proposed orders for the issuance of permits to install signs/signboards at 800 West Fulton Market, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard Permit Number 101036339; and

[Or2023-0005668]

one sign/signboard Permit Number 101036340.

[Or2023-0005669]

Presented By

ALDERPERSON ERVIN (28th Ward):

Referred -- EXEMPTION OF 1434 WEST FILLMORE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0005616]

A proposed ordinance to exempt 1434 West Fillmore LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1434 -- 1436 West Fillmore 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 TALIAFERRO (29th Ward):

Referred -- AMENDMENT OF SECTION 2-152-410 OF MUNICIPAL CODE BY MODIFYING MANDATORY RETIREMENT AGE FOR POLICE OFFICERS AND FIREFIGHTERS.

[O2023-0005726]

A proposed ordinance to amend Title 2, Chapter 152, Section 410 of the Municipal Code of Chicago by increasing from 63 years of age to 65 years of age the maximum age for

employment for sworn members of the Department of Police and for any member of the uniformed service of the Department of Fire, which was *Referred to the Committee on Police and Fire*.

Referred -- EXEMPTION OF IT TAKES A VILLAGE ON CHICAGO AVENUE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0005611]

Also, a proposed ordinance to exempt It Takes a Village on Chicago Avenue LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5719 West Chicago Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Referred -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW SECTION 17-9-0130 REGARDING INDOOR EVENT VENUES.

[O2023-0005724]

Also, a proposed ordinance to amend Title 17 of the Municipal Code of Chicago by modifying Sections 17-3-0207 and 17-4-0207 to require special use approval for Indoor Event Venues; by modifying Section 17-10-0207-P to require parking for Indoor Event Venues to be one space per 10 persons capacity; by modifying Section 17-13-0902-B specifying the information to accompany any special use application for an indoor event venue; by modifying Section 17-17-0104-L to define Indoor Event Venue; and further, by adding new Section 17-9-0130.1 establishing requirements and limitations for Indoor Event Venue locations, applications, and light and noise restrictions, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

ALDERPERSON CRUZ (30th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 30.66 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. BELMONT AVE. AND N. LARAMIE AVE.

[O2023-0005699]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 30.66 which restricted the issuance of additional package goods licenses on both sides of West Belmont Avenue, from North Lockwood Avenue to North Laramie Avenue, and on both sides of North Laramie Avenue, from West Belmont Avenue to West Melrose Street, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Experts Auto Repair & Service, Inc. -- 3515 North Cicero Avenue; and

[O2023-0005540]

Nikki's Place & Catering, Inc. -- 5940 -- 5942 West Fullerton Avenue.

[O2023-0005538]

Presented By

ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33rd Ward):

Referred -- CALL ON U.S. PRESIDENT BIDEN TO CALL FOR AND FACILITATE PEACE IN MIDDLE EAST AND PROVIDE FOR INCREASED HUMANITARIAN ASSISTANCE.

[R2023-0005730]

A proposed resolution calling on President Biden, Vice President Kamala Harris, and the Illinois Congressional delegation to call for peace in the Middle East and facilitate a de-escalation to the ongoing violence and further, to promptly send and facilitate the entry of humanitarian assistance into the impacted region. Two committees having been called, the Committee on Health and Human Relations and the Committee on Public Safety, the matter was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON CONWAY (34th Ward):

Referred -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 34.38 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. LASALLE ST. AND W. MADISON ST.

[O2023-0005533]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by adding new subsection 34.38 to disallow the issuance of additional package goods licenses on the west side of North LaSalle Street, from West Calhoun Place to West Madison Street and on the north side of West Madison Street, from North LaSalle Street to North Wells Street, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

ALDERPERSON VILLEGAS (36th Ward):

Referred -- TRANSFER OF YEAR 2023 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT.

[O2023-0005739]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2023 funds within the City Council Committee on Economic, Capital and Technology Development to meet the necessary obligations that have been or may be incurred during Year 2023, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-92-100 ENTITLED "PROCUREMENT ACCOUNTABILITY".

[O2023-0005687]

Also, a proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by modifying Section 2-92-070 to define "key performance indicators" as quantifiable measure of the economic impacts to the City's procurement processes and certification-eligible business participation programs; by modifying Section 2-92-090 by requiring that the Contracting Equity Officer provide annual training on the City's certification-eligible business participation programs to all employees and officials of the Department of Procurement Services, all other City employees and officials with contract management authority; and, further, by adding new Section 2-92-100 establishing procurement accountability through the Office of Contracting Equity by requiring the office to conduct annual audits of all contracts subject to the City's certification-eligible business participation programs that shall include, at minimum: (1) a review of key performance indicators, (2) differences in key performance indicators, (3) a summary of complaints received by the office related to noncompliance with the City's certification-eligible business participation programs, (4) identification of any inefficiencies or structural or economic barriers, and (5) a trend analysis of the foregoing which was *Referred to the Committee on Contracting Oversight and Equity*.

Presented By

ALDERPERSON VASQUEZ (40th Ward):

Referred -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTION 4-60-022(40.5(a)) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. LINCOLN AVE. AND BY AMENDING SUBSECTION 4-60-023(40.5(a)) TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF N. LINCOLN AVE.

[O2023-0005315]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting subsection 4-60-022(40.5(a)) which restricted the issuance of additional alcoholic liquor licenses on the west side of North Lincoln Avenue, from West Foster Avenue to West Berwyn Avenue; and by amending subsection 4-60-023(40.5(a)) to disallow the issuance of additional package goods licenses on the west side of North Lincoln Avenue, from West Farragut Avenue to West Berwyn Avenue, which was *Referred to the Committee on License and Consumer Protection*.

Referred -- EXEMPTION OF WHISKEY GIRL TAVERN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0005683]

Also, a proposed ordinance to exempt Whiskey Girl Tavern from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6318 North Clark 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 VASQUEZ (40th Ward)
And OTHERS:**

Referred -- AMENDMENT OF SECTION 2-8-050 OF MUNICIPAL CODE BY MODIFYING ANNUAL ALDERMANIC EXPENSE ALLOWANCE BASED ON RATE OF INFLATION AS DETERMINED BY CONSUMER PRICE INDEX.

[O2023-0005554]

A proposed ordinance, presented by Alderpersons Vasquez, La Spata, Dowell, Robinson, Yancy, Harris, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Taliaferro, Cruz, Cardona, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden and Silverstein, to amend Title 2, Chapter 8, Section 050 of the Municipal Code of Chicago by establishing the aldermanic expense allowance at \$122,000 effective January 1, 2024; and further, by adjusting the sum for each year thereafter to the rate of inflation calculated as based on the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, with an increase cap at 2.5 percent, which was *Referred to the Committee on the Budget and Government Operations*.

Referred -- AMENDMENT OF 2024 BUDGET RECOMMENDATIONS REGARDING WAGE ALLOWANCE FOR ALDERMANIC WARD STAFF.

[O2023-0005535]

Also, a proposed ordinance to amend Fund Number 0017 (wage allowance for Aldermanic Ward Staff) 2024 Budget Recommendations by striking "up to three full-time salaried employees per Alderperson". Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Committees and Rules, the ordinance was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON VASQUEZ (40th Ward)
And OTHERS:

Referred -- CALL ON ILLINOIS GENERAL ASSEMBLY TO AMEND OPEN MEETINGS ACT TO ALLOW HYBRID CITY COUNCIL COMMITTEE MEETINGS.

[R2023-0005728]

A proposed resolution, presented by Alderpersons Vasquez, La Spata, Hall, Lee, Gutiérrez, Rodríguez, Tabares, Scott, Fuentes, Taliaferro, Cardona, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Mitts, Napolitano, Lawson, Gardiner, Martin and Hadden, calling on the Illinois General Assembly to amend the Open Meetings Act to allow City Council Committees, and other subsidiary bodies of legislative bodies, to hold hybrid meetings. Two committees having been called, the Committee on Economic, Capital and Technology Development and the Committee on Committees and Rules, the resolution was *Referred to the Committee on Committees and Rules*.

Presented By

ALDERPERSON REILLY (42nd Ward):

Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, six proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 10 East Grand Avenue -- Permit Number 101029843;
[Or2023-0005746]

one sign/signboard at 10 East Grand Avenue -- Permit Number 101029974;
[Or2023-0005743]

one sign/signboard at 10 East Grand Avenue -- Permit Number 101029976;
[Or2023-0005744]

one sign/signboard at 10 East Grand Avenue -- Permit Number 101029985;
[Or2023-0005745]

one sign/signboard at 150 East Ontario Street -- Permit Number 10108223; and
[Or2023-0005740]

one sign/signboard at 150 East Ontario Street -- Permit Number 101018225.
[Or2023-0005742]

Presented By

ALDERPERSON MARTIN (47th Ward):

Referred -- CALL FOR CHICAGO POLICE DEPARTMENT TO CONTRACT WITH THIRD PARTY ENTITY TO CONDUCT WORKFORCE ALLOCATION STUDY ON STAFFING DEPLOYMENT AND ASSIGNMENT DECISIONS.

[Or2023-0005736]

A proposed order calling for the Chicago Police Department to contract with a third party entity to conduct a workforce allocation study of the department for development of a data-driven allocation methodology inclusive of consent decree paragraph 356; to require that said third party entity deliver the workforce allocation study by July 1, 2024 and that the department deliver copies to the mayor, City Council, and the public within 10 days of receipt; and to require a joint committee comprised of the members of the Committee on Police and Fire and the Committee on Ethics and Government Oversight to hold a hearing within 30 days of the released study, which was *Referred to the Committee on Police and Fire*.

Presented By

ALDERPERSON SILVERSTEIN (50th Ward):

Referred -- EXEMPTION OF L&C REAL ESTATE WORLD, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2023-0005093]

A proposed ordinance to exempt L&C Real Estate World, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 5724 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*.

APPROVAL OF JOURNAL OF PROCEEDINGS.

JOURNAL (October 11, 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, October 11, 2023 at 10:00 A.M., signed by her as such City Clerk.

Alderpersion Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (October 11, 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, October 11, 2023 at 12:00 P.M., signed by her as such City Clerk.

Alderpersion Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (October 13, 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, October 13, 2023 at 1:40 P.M., signed by her as such City Clerk.

Alderpersion Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

JOURNAL (October 16, 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, October 16, 2023 at 9:45 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.

Re-Referred -- AMENDMENT OF CHAPTER 10-28 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW ARTICLE II-A (SECTION 10-28-125) REQUIRING PUBLIC USE PERMIT FOR PUBLIC BOOKCASES.

[SO2023-0002990]

On motion of Aldersperson Lopez, the City Council took up for consideration the report of the Committee on Transportation and Public Way, deferred and published in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 4, 2023, pages 3715 through 3718, recommending that the City Council pass a proposed substitute ordinance (SO2023-0002990) regarding the amendment of Chapter 10-28 of the Municipal Code by modifying various sections and adding new Article II-A (Section 10-28-125) requiring public way use permit for public bookcases.

Aldersperson Nugent moved to re-refer the said proposed substitute ordinance to the Committee on Transportation and Public Way.

Aldersperson Lopez moved to lay on the table the foregoing motion.

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

Yeas -- Alderspersons Beale, Lopez, Mosley, Napolitano, Gardiner -- 5.

Nays -- Alderspersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Curtis, O'Shea, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Reilly, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 42.

Thereupon, on motion of Aldersperson Nugent, the said proposed substitute ordinance was *Re-Referred* to the Committee on Transportation and Public Way by a viva voce vote.

MISCELLANEOUS BUSINESS.

PRESENCE OF VISITORS NOTED.

The following individuals were in attendance and recognized by the City Council:

guests in attendance for resolution recognizing Native American Heritage: Matt Beaudet, Commissioner of the Department of Buildings, City of Chicago; Jasmine Gurneau, Director of Native American and Indigenous Affairs, Northwestern University; Andrew Johnson, Executive Director, Native American Chamber of Commerce of Illinois; Cyndee Starr, Director of Outreach, American Indian Health Services of Chicago; Shelly Tucciarelli, Executive Director, Visionary Ventures NFP Corporation; and Marne Smiley, Facilitator, Chicago American Indian Community Collaborative.

guests in attendance for resolution recognizing Veterans Day: Thomas Lozada, Korean War veteran and Purple Heart recipient, Borinqueneer; Frank Guterrez, Iraq and Afghanistan War veteran, United States Army/United States Marine Corps; Major Karen Hernandez, United States Army; Victor Sarmiento, Iraq and Afghanistan War veteran, United States Army; CJ Seestadt, Gulf War veteran, United States Navy; Charles Henderson, Afghanistan War veteran, United States Army; Demerike Palecek, United States Army National Guard; Jeremy Norris, United States Army, Chicago MEPS; James Terry Blue, Senior, United States Marine Corps; Lourdes Fernando, United States Army veteran; Denise Montoya, United States Air Force veteran; Major Judith Bell, United States Army veteran; and Grant Jacobson, United States Army veteran.

Time Fixed For Next Succeeding Regular Meeting.

[O2023-0005757]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next regular meeting of the City Council of the City of Chicago shall be held on Tuesday, November 7, 2023, at 11:00 A.M., in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderperson Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

Yeas -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, 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 -- 50.

Nays -- None.

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

Rules Suspended -- PUBLIC HEARING ON EXECUTIVE BUDGET FOR YEAR 2024.

Alderperson Ervin moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business to convene the public hearing on the 2024 Executive Budget. The motion *Prevailed* by a viva voce vote.

Mayor Johnson requested that the record reflect that the public hearing convened at 1:48 P.M.

City Clerk Valencia then read the notice for the public hearing.

President Pro-Tempore Nugent then assumed the Chair and requested that the City Council stand in recess for five minutes to accommodate the American Sign Language interpreter.

At the conclusion of the recess, President Pro-Tempore Nugent called the meeting to order.

President Pro-Tempore Nugent thereupon presented the following speakers, who addressed the Council:

Speaker	Organization/Affiliation
Sarah Wetmore	Civic Federation
George Blakemore	
Willie JR Fleming	

At this point in the proceedings, President Pro-Tempore Nugent asked if any other individuals wished to speak. There was no response.

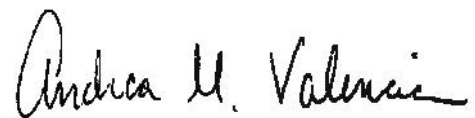
President Pro-Tempore Nugent then noted for the record that the public hearing on the 2024 Executive Budget concluded at 2:37 P.M.

Thereupon, Alderperson Ervin moved to return to the regular order of business. The motion *Prevailed*.

REGULAR ORDER OF BUSINESS RESUMED.

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 Tuesday, November 7, 2023, at 11:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,
City Clerk.

