

(Published by the Authority of the City Council of the City of Chicago)

**COPY**



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

---

Regular Meeting -- Wednesday, March 20, 2024

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, March 20, 2024

**TABLE OF CONTENTS**

	Page
Public Comment .....	9912
Communications From City Officers.....	9913
Reports Of Committees .....	9951
Committee on Finance.....	9951
Committee on Aviation.....	10119
Committee on the Budget and Government Operations .....	10130
Committee on Committees and Rules.....	10144
Committee on Economic, Capital and Technology Development.....	10204
Committee on Education and Child Development .....	10232
Committee on Housing and Real Estate.....	10236
Committee on License and Consumer Protection .....	10315
Committee on Pedestrian and Traffic Safety .....	10331
Committee on Police and Fire .....	10350
Committee on Public Safety .....	10353
Committee on Transportation and Public Way.....	10354
Committee on Workforce Development.....	10437
Committee on Zoning, Landmarks and Building Standards .....	10438



*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*  
Regular Meeting -- Wednesday, March 20, 2024

	Page
Joint Committee:	
Committee on Health and Human Relations	
Committee on Workforce Development .....	10570
Agreed Calendar .....	10577
New Business Presented By Alderpersons.....	10676
Traffic Regulations, Traffic Signs, Etc. ....	10676
Zoning Ordinance Amendments .....	10693
Unclassified Matters .....	10693
Approval Of The Journal.....	10718
Unfinished Business .....	10718
Miscellaneous Business .....	10758

### **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, March 20, 2024 at 10:00 A.M., the Honorable Brandon Johnson, Mayor, called the City Council to order. The Honorable Andrea M. Valencia, City Clerk, called the roll of members and it was found that there were present at that time: Alderpersons La Spata, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Cardona, Waguespack, Conway, Villegas, Mitts, Nugent, Vasquez, Napolitano, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden -- 42.

Quorum present.

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

The members physically present in the Chamber accepted by a unanimous viva voce vote the requests by Alderpersons Hopkins, Rodríguez-Sánchez and Silverstein to attend the meeting remotely pursuant to Rule 59 of the City Council's Rules of Order and Procedure, resulting in a quorum of 45 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.**

Dr. Nicholas Pearce from Apostolic Faith Church opened the meeting with prayer.

---

**PUBLIC COMMENT.**

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

Cassia Jones

Michael Young-Bey

Mrs. Lawrence

George Blakemore

Juana Galan

Joseph Michael Chopin

Natasha Gray

Ruben Castro

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

Dallas Trent

Michael Peters

There were no members of the general public who submitted written comments to the City Council.

---

At this point in the proceedings, Alderperson Robinson rose to express his condolences to the family of the late Clarence N. Wood, former Chair and Commissioner of the Chicago Commission on Human Relations.

**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

---

*Rules Suspended* -- CELEBRATION OF WOMEN'S HISTORY MONTH.  
[R2024-0008338]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen Ervin, Conway, Hall, Robinson, Dowell, La Spata, Martin, Gardiner, Harris, Moore, Ramirez-Rosa, Sigcho-Lopez, Lee, Rodríguez, Rodríguez-Sánchez, Hadden, Chico, Taylor, Yancy, Cruz, Fuentes, Vasquez, Manaa-Hoppenworth, Nugent, Napolitano, Gutiérrez, Clay, Sposato, Lawson, Silverstein, Cardona, Coleman, Reilly and City Clerk Valencia, a resolution celebrating Women's History Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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

The following is said proposed resolution:

WHEREAS, Women's History Month celebrates the diverse achievements and contributions of women throughout history, reminding all Chicagoans of the remarkable accomplishments of women across diverse fields, including politics, science, literature, and activism; and

WHEREAS, Women's History Month coincides with the March 8 observance of International Women's Day, a historic day rooted in the activism of the labor and suffrage movements in North America and Europe during the early 20<sup>th</sup> century, signifying a global call for gender equality and justice; and

WHEREAS, The United States has observed Women's History Month since the passage of Public Law 100-9 by Congress in 1987, officially designating March 1987 as the first Women's History Month, a tradition upheld annually through presidential proclamations since 1988; and

WHEREAS, Women have been instrumental in shaping the trajectory of the nation's history as suffragists, abolitionists, civil rights leaders, labor activists, and continue to champion various causes including reproductive rights, racial justice, and LGBTQ equality; and

WHEREAS, Eighteen women currently serve on the City Council, representing a diverse group of neighborhoods and communities across Chicago; and

WHEREAS, Women hold key leadership positions throughout the City of Chicago, playing pivotal roles in driving economic growth, ensuring public health and safety, and advocating for social justice; and

WHEREAS, Woman's History Month encourages reflection on the importance of women's rights and the achievement of gender equality globally; and

WHEREAS, Women's History Month is a time to honor the resilience, leadership, and enduring impact of women past, present, and future; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled this 20<sup>th</sup> day of March 2024, do hereby reaffirm our prior designation of March as Women's History Month in Chicago, and encourage all Chicagoans to acknowledge the contributions of women to the vibrant culture, identity, and history of our great City.

On motion of Alderperson Mitchell, seconded by Alderpersons Moore, Lee, Lopez, Conway, La Spata, Robinson, Mitts, Rodríguez, Vasquez, Manaa-Hoppenworth and Silverstein, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

Aldersperson Lopez asked the members of the City Council and assembled guests to observe a moment of silence to remember and honor the women, both current and past, who have been a positive influence in our life.

At this point in the proceedings, the Honorable Brandon Johnson, Mayor, joined the members of the City Council in commemorating March as Women's History Month. Congratulating Aldersperson Dowell as the first Black woman to Chair the Committee on Finance and Mary B. Richardson-Lowry as the first Black woman to serve as Corporation Counsel of the City of Chicago, Mayor Johnson also called the City Council's attention to several distinguished guests in attendance and thanked them for their service to the City of Chicago. "Women have been on the frontlines of some of our nation's greatest fights including civil rights, gender equality, labor rights, reproductive rights, and countless other causes", Mayor Johnson stated, and observed that throughout history women have challenged and continue to challenge our country to live up to its ideal. Proudly declaring his support for and celebration of the resilience, leadership, accomplishments, and enduring impact that women past, present, and future have had on our city, Mayor Johnson recalled the words of Elenor Roosevelt who stated, "great minds discuss ideas; average minds discuss events; small minds discuss people" and encouraged each of us to take this opportunity to discuss ideas and not stand in the way of the power that women bring to public discourse and to the legislative process. Mayor Johnson then invited the distinguished guests in attendance 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 NICK LUCIUS AS CHIEF INFORMATION OFFICER.  
[A2024-0008353]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Nick Lucius as the Chief Information Officer.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- APPOINTMENT OF JOSEPH CHICO AS MEMBER OF  
COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).  
[A2024-0008354]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Joseph Chico as a member of Special Service Area Number 5, the Commercial Avenue Commission, for a term expiring January 15, 2027, such period allocated as follows: a term effective immediately and expiring January 15, 2025, to succeed Albert Garcia, whose term has expired, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

3/20/2024

COMMUNICATIONS, ETC.

9917

*Referred* -- APPOINTMENT OF JESSICA SMITH AS MEMBER OF  
COMMERCIAL AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 5).  
[A2024-0008355]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Jessica Smith as a member of  
Special Service Area Number 5, the Commercial Avenue Commission, for a term effective  
immediately and expiring January 14, 2026, to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- APPOINTMENT OF P. MATT LEDERER AS MEMBER OF  
WEST LAKEVIEW COMMISSION (SPECIAL SERVICE AREA NO. 27).  
[A2024-0008356]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed P. Matt Lederer as a member of Special  
Service Area Number 27, the West Lakeview Commission, for a term effective immediately  
and expiring February 15, 2027, to succeed Laura N. McMahan, whose term has expired.



Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred --* APPOINTMENT OF EVA A. BALDINGER AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).  
[A2024-0008357]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Eva A. Baldinger as a member of Special Service Area Number 29-2014, the West Town Commission, for a term expiring January 21, 2027, such period allocated as follows: a term effective immediately and expiring January 21, 2025, to succeed Nora A. McCarthy, whose term has expired, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

3/20/2024

COMMUNICATIONS, ETC.

9919

*Referred* -- APPOINTMENT OF SARA M. DULKIN AS MEMBER OF WEST TOWN COMMISSION (SPECIAL SERVICE AREA NO. 29-2014).

[A2024-0008358]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Sara M. Dulkan as a member of Special Service Area Number 29-2014, the West Town Commission, for a term expiring January 21, 2027, such period allocated as follows: a term effective immediately and expiring January 21, 2025, to succeed Lee D. Mosser, whose term has expired, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- APPOINTMENT OF CHAUNTEE A. MC DONALD AS MEMBER OF 71<sup>ST</sup>/STONY COMMISSION (SPECIAL SERVICE AREA NO. 42).

[A2024-0008359]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Chauntee A. McDonald as a member of Special Service Area Number 42, the 71<sup>st</sup>/Stony Commission, for a term effective immediately and expiring April 11, 2026, to fill a vacancy.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- APPOINTMENT OF JELENA CVETKOVSKA AS MEMBER OF  
ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2024-0008360]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Jelena Cvetkovska as a member of Special Service Area Number 60, the Albany Park Commission, for a term effective immediately and expiring January 15, 2027, to succeed Kareeshma Ali, whose term has expired.

3/20/2024

COMMUNICATIONS, ETC.

9921

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- APPOINTMENT OF KURT L. MAMON AS MEMBER OF  
ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2024-0008361]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Kurt L. Mamon as a member of Special Service Area Number 60, the Albany Park Commission, for a term expiring January 15, 2028, such period allocated as follows: a term effective immediately and expiring January 15, 2025, to succeed Daniella B. Cornue, whose term has expired, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred* -- APPOINTMENT OF CHARLES NEWSOME AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0008362]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Charles Newsome as a member of Special Service Area Number 61-2023, the Hyde Park Commission, for a term effective immediately and expiring March 20, 2026.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- APPOINTMENT OF CLINEE HEDSPETH AS COMMISSIONER OF DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS.

[A2024-0008363]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Clinee Hedspeth as Commissioner of Cultural Affairs and Special Events.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- APPOINTMENT OF ROBERT D. CASTANEDA AS COMMISSIONER OF CHICAGO PARK DISTRICT.*

[A2024-0008364]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Robert D. Castaneda as a commissioner of the Chicago Park District for a term effective immediately and expiring April 25, 2028, to succeed Andrea Telli, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred -- APPOINTMENT OF SEAN C. GARRETT AS COMMISSIONER OF CHICAGO PARK DISTRICT.*

[A2024-0008365]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Sean C. Garrett as a commissioner of the Chicago Park District for a term effective immediately and expiring April 25, 2027, to succeed Ashley Hemphill Netzky, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- APPOINTMENT OF PHILIP J. JACKSON AS COMMISSIONER OF CHICAGO PARK DISTRICT.*

[A2024-0008366]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Philip J. Jackson as a commissioner of the Chicago Park District for a term effective immediately and expiring June 30, 2028, to succeed Donald J. Edwards, whose term has expired.

3/20/2024

COMMUNICATIONS, ETC.

9925

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- APPOINTMENT OF COYA PAZ AS COMMISSIONER OF  
CHICAGO PARK DISTRICT.

[A2024-0008367]

The Honorable Brandon Johnson, Mayor, submitted the following communication which was  
*Referred to the Committee on Special Events, Cultural Affairs and Recreation:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Coya Paz as a commissioner of the  
Chicago Park District for a term effective immediately and expiring April 25, 2029, to  
succeed Sharif Walker, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.



*Referred -- APPOINTMENT OF MICHAEL EADDY AS MEMBER OF CHICAGO TRANSIT BOARD.*

[A2024-0008368]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Michael Eaddy as a member of the Chicago Transit Board for a term effective immediately and expiring September 1, 2028, to succeed Johnny L. Miller, whose term has expired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred -- APPOINTMENT OF MARLENE HOPKINS AS COMMISSIONER OF DEPARTMENT OF BUILDINGS.*

[A2024-0008369]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- I have appointed Marlene Hopkins as the Commissioner of Buildings.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- AMENDMENT OF CHAPTER 9-130 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING SCOOTER SHARING LICENSE APPLICATIONS, TERM, FEES, QUALIFICATIONS AND OPERATIONAL REQUIREMENTS.

[O2024-0008378]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Business Affairs and Consumer Protection, I transmit herewith an ordinance amending the Municipal Code regarding the licensing and operation of shared scooter businesses.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

*Referred* -- ISSUANCE OF TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS TO THE AVE SW LLC FOR LOW-INCOME RENTAL HOUSING PROJECT AT 3601 AND 3613 -- 3625 W. CHICAGO AVE.

[O2024-0008344]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the issuance of tax-exempt bonds for the development of 52 units of affordable housing.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- REDEVELOPMENT AGREEMENT WITH AND ISSUANCE OF TAX INCREMENT FINANCING ASSISTANCE FUNDS TO OGDEN WASHTENAW A2 RESIDENTIAL L.P. FOR CONSTRUCTION OF LOW-INCOME HOUSING AT 1312 S. TALMAN AVE.

[O2024-0008370]

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

3/20/2024

COMMUNICATIONS, ETC.

9929

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

*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 TIF funds for the Ogden Washtenaw A2 Residential project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- LOAN RESTRUCTURING AGREEMENT WITH WARREN ASHLAND, L.P. RELATED TO ACQUISITION OF LAND AND CONSTRUCTION OF BUILDINGS AT 1533 W. WARREN BLVD., 3 N. ASHLAND AVE. AND 11 N. ASHLAND AVE.

[O2024-0008341]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Housing, I transmit herewith an ordinance authorizing the execution of a loan restructuring agreement with Warren Ashland, L.P.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- FIRST AMENDMENT TO ISSUANCE OF MULTI-FAMILY PROGRAM FUNDS TO HOMEKEEP LLC FOR ACQUISITION AND REHABILITATION OF BUILDINGS AT 2537 N. LOWELL AVE., 2904 N. LINDER AVE. AND 4510 N. CENTRAL PARK AVE.

[O2024-0008343]

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

March 20, 2024.

*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 HomeKeep LLC to acquire three buildings for affordable housing purposes.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

3/20/2024

COMMUNICATIONS, ETC.

9931

*Referred* -- FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT RELATED TO PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT PARK 598, 1514 N. LARRABEE ST.

[O2024-0008342]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of an amended intergovernmental agreement with the Chicago Park District to provide TIF funds for improvements at Park 598.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT WITH NP AVENUE O LLC RELATED TO PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT COMMERCE PARK.

[O2024-0008340]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing an amended redevelopment agreement with NP Avenue O LLC, providing TIF funds for improvements at Commerce Park.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred --* SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2024  
ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2024-0008345]

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

March 20, 2024.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- EXECUTION OF MASTER SERVICE AGREEMENTS WITH DATAMADE LLC FOR RESEARCH, DESIGN, DEVELOPMENT AND CONSULTING SERVICES REGARDING PLANNING, ZONING AND DEVELOPMENT PROCESSES AND OTHER CITY OPERATIONS.

[O2024-0008352]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the commissioners of Planning and Development and Technology and Innovation, I transmit herewith an ordinance authorizing the execution of service agreements with DataMade LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.



*Referred* -- SUPPORT FOR RENEWAL OF COOK COUNTY CLASS 6(b) TAX INCENTIVE FOR PROPERTY AT 4900 -- 4940 W. GRAND AVE.

[O2024-0008396]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a renewed Class 6b tax incentive for a property located at 4900 to 4940 West Grand Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred* -- ACQUISITION OF VACANT CITY-OWNED PROPERTY AT 4741 S. INDIANA AVE. IN COMBINATION WITH OWNER'S PROPERTY AT 4739 AND 4743 S. INDIANA AVE. TO DEVELOP AND CONSTRUCT TWO THREE-STORY RESIDENTIAL BUILDINGS WITH TAX INCREMENT FINANCING ASSISTANCE FUNDS.

[O2024-0008414]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing a negotiated sale of City-owned property located at 4741 South Indiana Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
*Mayor.*

---

*Referred* -- EXECUTION OF RENEWED LEASE AGREEMENT WITH CHICAGO CHILDREN'S ADVOCACY CENTER FOR CITY-OWNED BUILDING AND PARKING FACILITIES AT 1240 S. DAMEN AVE.

[O2024-0008410]

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

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Fleet and Facility Management, I transmit herewith an ordinance authorizing the execution of a renewed lease agreement with Chicago Children's Advocacy Center.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- ESTABLISHMENT OF SECURITY FOOTPRINT (AREA BOUNDARY), REGULATIONS AND TRANSACTION AUTHORITY REGARDING HOSTING OF DEMOCRATIC NATIONAL CONVENTION DURING MONTH OF AUGUST 2024.*  
[O2024-0008373]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Superintendent of Police and the Corporation Counsel, I transmit herewith an ordinance regarding DNC-related procedures.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- EXPENDITURE OF OPEN SPACE IMPACT FEE FUNDS FOR ENVIRONMENTAL CLEAN-UP COSTS AT 2420 N. SACRAMENTO AVE.*  
[O2024-0008346]

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

3/20/2024

COMMUNICATIONS, ETC.

9937

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

*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 expenditure of Open Space Impact Fee funds for environmental clean-up costs at 2420 North Sacramento Avenue.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

---

*Referred -- RIGHT-OF-WAY ACQUISITION OF PROPERTY FOR 47<sup>TH</sup> AND ASHLAND CORRIDOR IMPROVEMENT PROJECT.*

[O2024-0008347]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

March 20, 2024.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing a right-of-way acquisition for the 47<sup>th</sup> and Ashland Corridor improvements Section 2 Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) BRANDON JOHNSON,  
Mayor.

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

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

*Placed On File -- CHICAGO BOARD OF EDUCATION NOTIFICATION OF EXTENSION OF CAPITAL IMPROVEMENT TAX LEVY FOR FISCAL YEAR 2024.*

[F2024-0007904]

A communication from Walter M. Stock, Treasurer and Deputy CFO, of the Board of Education of the City of Chicago under the date of February 21, 2024, received in the Office of the City Clerk on February 21, 2024, transmitting resolution 23-1025-RS3 for extension of capital improvement tax levy, which was *Placed on File*.

---

*Placed On File -- OFFICE OF INSPECTOR GENERAL'S ADVISORY CONCERNING CITY'S COMPLAINT-BASED APPROACH TO PROVIDING SERVICES.*

[F2024-0008094]

A communication from the office of the Inspector General, under the date of March 6, 2024, received in the Office of the City Clerk on March 6, 2024, transmitting the Inspector General's advisory concerning City's complaint-based approach to providing services, which was *Placed on File*.

---

*Placed On File -- OFFICE OF INSPECTOR GENERAL'S FOLLOW-UP TO AUDIT REPORT CONCERNING DEPARTMENT OF FAMILY AND SUPPORT SERVICES' STRATEGIC CONTRACTING.*

[F2024-0008186]

A communication from the office of the Inspector General, under the date of March 12, 2024, received in the Office of the City Clerk on March 11, 2024, transmitting the Inspector General's follow-up to audit report concerning Department of Family and Support Services' strategic contracting process for selecting delegate agencies, which was *Placed on File*.

*Placed On File* -- CIVILIAN OFFICE OF POLICE ACCOUNTABILITY ANNUAL YEAR 2023 REPORT.

[F2024-0008324]

A communication from Andrea Kersten, Chief Administrator, Civilian Office of Police Accountability, under the date of February 15, 2024, received in the Office of the City Clerk on March 18, 2024, transmitting, pursuant to Section 2-78-150 of the Municipal Code of Chicago and the Consent Decree resulting from the *State of Illinois v. City of Chicago* (Northern District of Illinois, Eastern Division Case Number 17-cv-6260), the annual report of the Civilian Office of Police Accountability providing updates on operations, investigations and analysis of collected data for the period of January 1, 2023 through December 31, 2023, which was *Placed on File*.

---

**City Council Informed As To Certain Actions Taken.**

PUBLICATION OF JOURNALS.

February 15, 2024.  
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on February 15, 2024 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 March 20, 2024 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 February 15, 2024, 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.

---

February 21, 2024.  
(Regular Meeting)

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on February 21, 2024 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 March 20, 2024 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 February 21, 2024, published by authority of the City Council, in accordance with the provisions of Title 2, Chapter 12, Section 050 of the Municipal Code of Chicago, as passed on June 27, 1990.

---

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

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

*Referred -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.*

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

William Aquino (Application Number 22391T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-J bounded by:

a line 530.53 feet south of and parallel to West Cortland Street; North Monticello Avenue;  
a line 580.53 feet south of and parallel to West Cortland Street; and the public alley west of and parallel to North Monticello Avenue (common address: 1800 -- 1804 North Monticello Avenue).

[O2024-0008457]

William Aquino (Application Number 22390T1) -- to classify as an RM5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 5-J bounded by:

a line 505.53 feet south of and parallel to West Cortland Street; North Monticello Avenue; a line 530.53 feet south of and parallel to West Cortland Street; and the public alley west of and parallel to North Monticello Avenue (common address: 1806 North Monticello Avenue).

[O2024-0008454]

ATG LLC (Application Number 22395) -- to classify as an M2-1 Light Industry District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 24-B bounded by:

a line 793.33 feet north of and parallel to East 103<sup>rd</sup> Street; the Chicago, Rock Island and Pacific Railroad right-of-way; a line 491.00 feet north of and parallel to East 103<sup>rd</sup> Street; and South Torrence Avenue (common address: 10145 -- 10207 South Torrence Avenue).

[O2024-0008461]

ATG LLC (Application Number 22396T1) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of an M1-1 Limited Manufacturing/Business Park District the area shown on Map Number 24-B bounded by:

a line 491 feet north of and parallel to East 103<sup>rd</sup> Street; the Chicago, Rock Island and Pacific Railroad right-of-way; East 103<sup>rd</sup> Street; and South Torrence Avenue (common address: 10209 -- 10257 South Torrence Avenue).

[O2024-0008462]

Bickerdike Redevelopment Corporation (Application Number 22371) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of a B1-2 Neighborhood Shopping District and further, to classify as Planned Development Number \_\_\_\_\_ instead of a B2-5 Neighborhood Mixed-Use District the area shown on Map Number 15-G bounded by:

a line 486.10 feet south of and parallel to the south line of West Thorndale Avenue, as measured along the east line of North Broadway; the public alley next east of North Broadway; a line 586.14 feet south of and parallel to the south line of West Thorndale Avenue, as measured along the east line of North Broadway; and North Broadway (common address: 5853 North Broadway).

[O2024-0008350]

Josh Bradley (Application Number 22398T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 13-H bounded by:

a line 67.37 feet north of and parallel to West Balmoral Avenue; North Ashland Avenue; West Balmoral Avenue; and the alley next west of and parallel to North Ashland Avenue (common address: 1606 West Balmoral Avenue/5404 North Ashland Avenue).

[O2024-0008455]



Development Group LLC-Wrigley Branch (Application Number 22385T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B2-2 Community Shopping District the area shown on Map Number 7-G bounded by:

the alley next north of and parallel to West Diversey Parkway; a line 51 feet east of and parallel to North Southport Avenue; West Diversey Parkway; and a line 25 feet east of and parallel to North Southport Avenue (common address: 1352 West Diversey Parkway).

[O2024-0008445]

Ernesto Perez Real Estate LLC (Application Number 22380) -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 8-I bounded by:

South Archer Avenue; a line 124 feet southeast of and parallel to South Campbell Avenue, as measured along the south right-of-way line of South Archer Avenue and perpendicular thereto; the alley next south of and parallel to South Archer Avenue; and a line 76 feet southeast of and parallel to South Campbell Avenue, as measured along the south right-of-way line of South Archer Avenue and perpendicular thereto (common address: 3787 -- 3789 South Archer Avenue).

[O2024-0008418]

Grow Greater Englewood NFP (Application Number 22381) -- to classify as a C1-1 Neighborhood Commercial District instead of an RT4 Residential Two-Flat, Townhouse and Residential Multi-Unit District the area shown on Map Number 16-F bounded by:

a line 234.93 feet south of and parallel to West 65<sup>th</sup> Street; the alley next east of and parallel to South Stewart Avenue; the alley next north of and parallel to West 66<sup>th</sup> Street; South Harvard Avenue; a line 262.3 feet north of and parallel to West 66<sup>th</sup> Street; a line 187.48 feet west of and parallel to South Harvard Avenue; a line 432.93 feet south of and parallel to West 65<sup>th</sup> Street; and South Stewart Avenue (common address: 6529 -- 6533 South Stewart Avenue).

[O2024-0008419]

GW Logan Square LLC (Application Number 22389T1) -- to classify as a C1-3 Neighborhood Commercial District instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 7-I bounded by:

beginning at a line 259.40 feet northwest of the intersection of North Milwaukee Avenue and West Fullerton Avenue, as measured at the southwest right-of-way of North Milwaukee Avenue and perpendicular thereto; North Milwaukee Avenue; a line 109.40 feet northwest of the intersection of North Milwaukee Avenue and West Fullerton Avenue, as measured at the southwesterly right-of-way line of

North Milwaukee Avenue and perpendicular thereto; a line 121.60 feet west of the intersection of West Fullerton Avenue and North Milwaukee Avenue, as measured at the north right-of-way line of West Fullerton Avenue and perpendicular thereto; West Fullerton Avenue; the easterly right-of-way line of the Chicago Transit Authority Elevated Tracks; and the alley next east of and parallel to North Sacramento Avenue (common address: 2418 -- 2426 North Milwaukee Avenue).

[O2024-0008452]

Crystal L. Hammond (Application Number 22394T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 22-B bounded by:

a line 60 feet south of and parallel to East 87<sup>th</sup> Street; a public alley east of and parallel to South Houston Avenue; a line 110 feet south of and parallel to East 87<sup>th</sup> Street; and South Houston Avenue (common address: 8707 -- 8709 South Houston Avenue).

[O2024-0008460]

Crystal L. Hammond (Application Number 22393T1) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 22-B bounded by:

a line 185 feet south of and parallel to East 87<sup>th</sup> Street; a public alley east of and parallel to South Houston Avenue; a line 210 feet south of and parallel to East 87<sup>th</sup> Street; and South Houston Avenue (common address: 8719 South Houston Avenue).

[O2024-0008459]

KFT Realty LLC (Application Number 22387T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

West Grand Avenue; the public alley next east of and parallel to North Racine Avenue; a line 110 feet south of and parallel to West Grand Avenue; and a line 73 feet east of and parallel to North Racine Avenue (common address: 1157 West Grand Avenue).

[O2024-0008450]

LDI Partners LLC (Application Number 22376) -- to classify as Residential-Business Planned Development Number 665, as amended, instead of Business Planned Development Number 665 the area shown on Map Number 9-H bounded by:

Parcel A: West Irving Park Road; the alley immediately east of North Lincoln Avenue; a line 212.74 feet south of West Irving Park Road, as measured from the southeast corner of West Irving Park Road and North Lincoln Avenue along North Lincoln Avenue and perpendicular thereto; and North Lincoln Avenue; and

Parcel B: West Irving Park Road; North Damen Avenue; a line 366.65 feet south of and parallel to West Irving Park Road; and the alley immediately west of and parallel to North Damen Avenue (common address: 3959 North Lincoln Avenue/ 3940 North Damen Avenue).

[O2024-0008413]

Metropolitan L Apartments L.P. (Application Number 22372) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-3 Community Shopping District and further, to classify as Planned Development Number \_\_\_\_\_ instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 7-I bounded by:

the 15-foot public alley south of and parallel to West Logan Boulevard; the public alley southwest of and parallel to North Milwaukee Avenue; the public alley perpendicular to North Milwaukee Avenue; North Linden Place; and North Kedzie Boulevard (common address: 2525 North Kedzie Boulevard).

[O2024-0008351]

Jeff Ng (Application Number 22388) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit District the area shown on Map Number 6-G bounded by:

South Hillock Avenue; a line 22.90 feet southwest of and parallel to South Short Street; the public alley next south of and parallel to South Hillock Avenue; and a line 91.60 feet southwest of and parallel to South Short Street (common address: 2847 -- 2853 South Hillock Avenue).

[O2024-0008451]

Old Town Triangle Partners I LLC (Application Number 22377) -- to classify as a B1-5 Neighborhood Shopping District instead of a B1-3 Neighborhood Shopping District, Planned Development Number 89 and an RM5 Residential Multi-Unit District and further, to classify as Residential-Business Planned Development Number 89, as amended, instead of a B1-5 Neighborhood Shopping District the area shown on Map Number 5-F bounded by:

North North Park Avenue; West North Avenue; a line 60 feet east of and parallel to North LaSalle Street; a line 95.39 feet north of and parallel to West North Avenue; North Clark Street; North LaSalle Street; a line 185.70 feet north of and parallel to West North Avenue; a line 102.77 feet west of and parallel to North LaSalle Street; a line 87.42 feet north of and parallel to West North Avenue; North Wells Street; and a line 190.42 feet north of and parallel to West North Avenue (common address: 1600, 1620, 1609 -- 1641 and 1647 North LaSalle Street, 1601 North Wells Street and 130 and 200 West North Avenue).

[O2024-0008415]

Onni Atrium Development Number 1 Limited Partnership (Application Number 22374) -- to classify as Planned Development Number 136, as amended, instead of Planned Development Number 136 the area shown on Map Number 3-F bounded by:

West Division Street; a line 285.93 feet east of the CTA right-of-way; a line 95.20 feet south of and parallel to West Division Street extended in a southeasterly direction to a point 95.37 feet south of and parallel to West Division Street; a line 209.92 feet west of and parallel to North Wells Street; West Division Street; North Wells Street;

West Elm Street; a line 76 feet east of and parallel to North Wells Street; a line 68 feet south of and parallel to West Elm Street; a line 100 feet east of and parallel to North Wells Street; a line 218 feet south of and parallel to West Elm Street; a line 215.41 feet east of and parallel to North Wells Street extended south for 115.95 feet to a radius of 71.87 feet; the alley next south of and parallel to West Elm Street; a line 393.89 feet south of and parallel to West Elm Street; North Wells Street; West Hill Street; and the CTA right-of-way (common address: 303 West Division Street/1140 North Wells Street/202 West Hill Street.)

[O2024-0008372]

Range 455 Owner LLC (Application Number 22386T1) -- to classify as a B3-5 Community Shopping District instead of an M2-2 Light Industry District the area shown on Map Number 1-G bounded by:

West Grand Avenue; a line 69.00 feet east of and parallel to North Carpenter Street; a line 116 feet south of and parallel to West Grand Avenue; the public alley east of and parallel to North Carpenter Street; a line 200.4 feet south of and parallel to West Grand Avenue; and North Carpenter Street (common address: 455 North Carpenter Street).

[O2024-0008449]

The Resurrection Project (Application Number 22397) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 6-J bounded by:

a line 30 feet south of and parallel to the south line of West 25<sup>th</sup> Street, as measured along the east line of South Pulaski Road; the public alley next east of and parallel to South Pulaski Road; a line 366.0 feet south of and parallel to the south line of West 25<sup>th</sup> Street, as measured along the east line of South Pulaski Road; and South Pulaski Road (common address: 2505 -- 2535 South Pulaski Road).

[O2024-0008465]

Reynoso Insulation LLC (Application Number 22383T1) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 14-H bounded by:

the public alley next north of and parallel to West 63<sup>rd</sup> Street; a line 139 feet east of and parallel to South Damen Avenue; West 63<sup>rd</sup> Street; and a line 89 feet east of and parallel to South Damen Avenue (common address: 1946 -- 1948 West 63<sup>rd</sup> Street).

[O2024-0008437]

Trimtab LLC (Application Number 22379) -- to classify as a B1-2 Neighborhood Shopping District instead of a B1-5 Neighborhood Shopping District the area shown on Map Number 7-G bounded by:

the public alley next northeast of and parallel to North Lincoln Avenue; North Southport Avenue; a line 40.53 feet south of and parallel to the east/west portion of last said public alley, as measured along North Southport Avenue and perpendicular thereto; a line beginning at a point 40.53 feet south of last said east/west alley portion and 22.97 feet west of North Southport Avenue and extending to a point on the northeast line of North Lincoln Avenue, 124.33 feet northwest of the west line of North Southport Avenue, as measured along the northeast line of North Lincoln Avenue; North Lincoln Avenue; and a line beginning at a point 173.22 feet northwest of the west line of North Southport Avenue, as measured along the northeast line of North Lincoln Avenue and perpendicular thereto (common address: 3015 -- 3017 North Lincoln Avenue).

[O2024-0008417]

UHS of Hartgrove, Inc., doing business as Hartgrove Behavioral Health System (Application Number 22373) -- to classify as a C2-2 Motor Vehicle-Related Commercial District instead of an M2-2 Light Industry District and Institutional Planned Development Number 933 the area shown on Map Number 2-M bounded by:

a line 641.03 feet north of and parallel with West Roosevelt Road; a line 642.01 feet east of and parallel with South Menard Avenue; West Roosevelt Road; and a line described as follows: beginning at a point along West Roosevelt Road and 207.00 feet east of South Menard Avenue; thence 306.25 feet to a point of tangency; thence northeasterly on a curved line convex to the northwest, the radius of which curved line is 313.67 feet, a distance of 158.27 feet to a point of reverse curve; thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 453.85 feet, a distance of 69.77 feet to a point of tangency; thence northeasterly on a straight line tangent to said last described curved line, a distance of 53.25 feet to a point of tangency; thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 438.40 feet, a distance of 101.32 feet to a point in the north line of the south 674.00 feet of the southeast quarter of the southeast quarter of Section 17 aforesaid, which point is 2.67 feet west of the east line of the west quarter of the southeast quarter of the southeast quarter of Section 17, aforesaid, said point being also 307.50 feet east of South Menard Avenue,

and also, to classify as Institutional Planned Development Number 933, as amended, instead of a C2-2 Motor Vehicle-Related Commercial District the area shown on Map Number 2-M bounded by:

a line 641.03 feet north of and parallel with West Roosevelt Road; a line 645.01 feet east of and parallel with the east right-of-way line of South Menard Avenue; West Roosevelt Road; and a line described as follows: beginning at a point on the south line of said Section 17, said south line being the centerline of West Roosevelt Road, 234 feet east of the west line of the southeast quarter of the southeast quarter of said Section 17, said west line being a line drawn 27.00 feet (as measured perpendicularly) west of and parallel with the east right-of-way line of South Menard Avenue; thence north on a line parallel with the west line of said quarter section, 306.25 feet to a point of tangency; thence northeasterly on a curved line convex to the northwest, the radius of which curved

line is 313.67 feet, a distance of 158.27 feet to a point of reverse curve; thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 453.85 feet, a distance of 69.77 feet to a point of tangency; thence northeasterly on a straight line tangent to said last described curved line, a distance of 53.25 feet to a point of tangency; and thence northeasterly on a curved line convex to the southeast, the radius of which curved line is 438.40 feet, a distance of 101.32 feet to a point in the north line of the south 674 feet of said Section 17, which is 2.67 feet west of the east line of the west quarter of the southeast quarter of the southeast quarter of Section 17, aforesaid, said east line being a line drawn 307.50 feet east of and parallel with the east line on South Menard Avenue (5730 -- 5736 West Roosevelt Road).

[O2024-0008371]

730 North Milwaukee LLC (Application Number 22378) -- to classify as Residential-Business Planned Development Number 1396, as amended, instead of Residential-Business Planned Development Number 1396 the area shown on Map Number 1-G bounded by:

North Milwaukee Avenue; North Carpenter Street; West Huron Street; North Aberdeen Street; and a northeasterly line 120 feet long starting at a point 46 feet northwest of the east line of North Aberdeen Street (as measured along the northeast line of North Aberdeen Street) and ending at a point 100 feet northwest of the west line of North Carpenter Street (as measured along the southwest line of North Milwaukee Avenue) (common address: 734 North Milwaukee Avenue, 736 North Milwaukee Avenue, 700 North Carpenter Street and 1040 West Huron Street).

[O2024-0008416]

1016 West Jackson LLC (Application Number 22375) -- to classify as a DX-5 Downtown Mixed-Use District instead of Residential-Business Planned Development Number 1562 and further, to classify as Residential-Business Planned Development Number 1562, as amended, instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 2-G bounded by:

West Adams Street; a line 149.47 feet west of South Morgan Street; West Quincy Street; a line 118.60 feet west of South Morgan Street; a line 79.61 feet south of West Quincy Street; a line 70.00 feet west of South Morgan Street; a line 89.61 feet south of West Quincy Street; South Morgan Street; West Jackson Boulevard; a line 256.32 feet west of South Morgan Street; West Quincy Street; and a line 293.60 feet west of South Morgan Street (common address: 1000 -- 1024 West Jackson Boulevard/ 230 -- 238 South Morgan Street/1015 -- 1027 West Adams Street).

[O2024-0008412]

2286 Blue Island LLC (Application Number 22382) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 6-H bounded by:

the alley next north of and parallel to South Blue Island Avenue; a line 179 feet east of the intersection of South Blue Island Avenue and South Wood Street, as measured along the north right-of-way line of South Blue Island Avenue and perpendicular thereto; South Blue Island Avenue; and a line 155 feet east of the intersection of South Blue Island Avenue and South Wood Street, as measured along the north right-of-way line of South Blue Island Avenue and perpendicular thereto (common address: 2286 South Blue Island Avenue).

[O2024-0008421]

3015 North Southport LLC (Application Number 22384T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 7-G bounded by:

a line 74 feet south of and parallel to West Nelson Street; a line 110 feet east of and parallel to North Southport Avenue; a line 7.06 feet running diagonally in a southwesterly direction from a point 118.25 feet south of and parallel to West Nelson Street and 110 feet east of and parallel to North Southport Avenue to a point 123.25 feet south of and parallel to West Nelson Street and 105 feet east of and parallel to North Southport Avenue; the alley next south of and parallel to West Nelson Street; and North Southport Avenue (common address: 3015 -- 3017 North Southport Avenue).

[O2024-0008444]

3244 -- 3250 West Bryn Mawr LLC (Application Number 22392T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B2-3 Neighborhood Mixed-Use District the area shown on Map Number 15-J bounded by:

the public alley next north of and parallel to West Bryn Mawr Avenue; a line 158.00 feet east of and parallel to North Spaulding Avenue; West Bryn Mawr Avenue; and a line 58.00 feet east of and parallel to North Spaulding Avenue (common address: 3244 -- 3250 West Bryn Mawr Avenue).

[O2024-0008458]

---

*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

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

Archer, Edward [CL2024-0008488]

Bakalli, Burim [CL2024-0008476]

Bova, Jodi [CL2024-0008502]



Buscemi, Marie T.	[CL2024-0008304]
Cole, Candice	[CL2024-0008494]
Costello, Patrick	[CL2024-0008501]
D+L Management Group LLC on behalf of Lee, Constance	[CL2024-0008298]
Davis, Lavell E.	[CL2024-0008475]
Gholston, Lorenzo	[CL2024-0008483]
Glasper, Gregory G.	[CL2024-0008506]
Goberstein, Andrew S.	[CL2024-0008489]
Grimes, Tisa	[CL2024-0008500]
Gyse, Alisa L.	[CL2024-0008478]
Heavey, Mari C.	[CL2024-0008484]
Hirschboeck, Peter H.	[CL2024-0008497]
Jackson, Carolyn B.	[CL2024-0008499]
Jegerski, John W.	[CL2024-0008474]
Kassel, Jorie S.	[CL2024-0008507]
Kim, Jina	[CL2024-0008480]
Koszewski, Walter	[CL2024-0008505]
Nibbe, Brian	[CL2024-0008482]
O'Dea, Marjorie H.	[CL2024-0008473]
Porucznik, Charles S.	[CL2024-0008481]
Roche, Donna M.	[CL2024-0008508]
Salazar, Monica	[CL2024-0008301]
Salgado, Pedro	[CL2024-0008495]
Schexnayder, Toni L.	[CL2024-0008487]
Shorter, John A.	[CL2024-0008503]



Shubert, Frank T.	[CL2024-0008295]
State Farm Insurance and Hooper, Erin A.	[CL2024-0008509]
Stefa, Bledi	[CL2024-0008490]
Szeto, Sara	[CL2024-0008485]
White, Josephine	[CL2024-0008498]
Williams, Robin R.	[CL2024-0008290]
Yorke, Jennifer F.	[CL2024-0008496]

---

*Referred --* RECOMMENDATION BY COMMISSION ON CHICAGO LANDMARKS FOR DESIGNATION OF APOLLO'S 2000 AT 2875 W. CERMAK RD. AS CHICAGO LANDMARK.

[O2024-0008226]

A communication from Kathleen E. Dickhut, Deputy Commissioner, Bureau of Citywide Systems and Historic Preservation, Department of Planning and Development, under the date of March 14, 2024, and received in the Office of the City Clerk on March 14, 2024, transmitting the Commission on Chicago Landmarks' recommendation, together with a proposed ordinance for designation of Apollo's 2000 at 2875 West Cermak Road as a Chicago landmark, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

*Referred --* CORRECTION OF DECEMBER 13, 2023 CITY COUNCIL JOURNAL OF PROCEEDINGS.

[O2024-0008108]

A communication from the Honorable Andrea M. Valencia, City Clerk, transmitting a proposed correction of the *Journal of the Proceedings of the City Council of the City of Chicago* of December 13, 2023, which was *Referred to the Committee on Committees, Rules and Ethics*.

---

At this point in the proceedings, Alderperson Dowell recognized and congratulated Alderperson Clay on her birthday. The members of the City Council and assembled guests then joined together in applause.

**REPORTS OF COMMITTEES.**

---

**COMMITTEE ON FINANCE.**

---

ISSUANCE OF TAX INCREMENT FINANCING GRANT, MULTI-FAMILY HOUSING REVENUE BONDS AND OTHER FINANCIAL ASSISTANCE TO EARLE SCHOOL LLC FOR ACQUISITION AND REHABILITATION OF FORMER CHARLES W. EARLE SCHOOL BUILDING AT 1711 W. 61<sup>ST</sup> ST. FOR CREATION OF RESIDENTIAL RENTAL HOUSING UNITS.

[SO2024-0007329]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance concerning the issuance of financial assistance to Earle School LLC for the Charles Earle Apartments Project, located at 1711 West 61<sup>st</sup> Street in the 15<sup>th</sup> Ward (SO2024-0007329), in the amount of up to \$462,658 in multi-family program funds and up to \$4,200,000 in tax increment financing (TIF) funds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on March 18, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, 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, to finance the costs of the Recovery Purposes (as defined therein); and

WHEREAS, Department of Housing ("DOH") has preliminarily reviewed and approved the making of a grant or loan to Earle School LLC, a Wisconsin limited liability company (the "Owner"), of which Earle School MM LLC, a Wisconsin limited liability company, is the managing member, in an amount not to exceed \$462,658 (the "City Funds"), to be funded from Chicago Recovery Plan funds pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Pursuant to ordinances adopted on March 29, 2006, published in the *Journal* for such date at pages 72958 -- 73124, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council: (i) approved a redevelopment plan and project (the "Plan") for a portion of the City known as the "63<sup>rd</sup>/Ashland Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Area (the "TIF Ordinance"); and

WHEREAS, The Plan and/or the Area were first amended pursuant to an ordinance adopted by the City Council on September 8, 2010, and published at pages 98411 -- 98459 of the *Journal* of such date (as amended, the "Plan" and the "Area"); and

WHEREAS, The Owner has entered into a contract to purchase the former Charles W. Earle School building from the Board of Education of the City of Chicago, which building is located at 1711 West 61<sup>st</sup> Street (previously assigned an address of 6121 South Hermitage Avenue) in the City (the "Property"); and

WHEREAS, By this ordinance, the City has determined that it is necessary and in the best interest of the City to provide additional financing from the TIF Fund (as defined below) to the Owner and/or the Foundation (as defined below) to pay or reimburse a portion of the costs of the rehabilitation of the building on the Property for the creation of an affordable, multi-family development offering permanent supportive housing services, comprising approximately fifty (50) residential rental housing units for low- and moderate-income households earning between 15 percent -- 60 percent area median income, related amenities, and up to forty-seven (47) parking spaces (and as further described in Exhibit A, the "Project"); and

WHEREAS, The Project is necessary for the redevelopment of the Area; and

WHEREAS, The Owner and the Foundation will be obligated to undertake the Project in accordance with the Plan and the terms and conditions of a proposed redevelopment agreement to be executed by the Developer (as defined below) and the City, with the Project to be financed in part by certain pledged incremental taxes (the "Incremental Taxes") deposited from time to time in the Special Tax Allocation Fund for the Area (as defined in the TIF Ordinance, the "TIF Fund") pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 23-CDC-36 adopted by the Community Development Commission of the City (the "Commission") on October 12, 2023, the Commission has recommended that the Owner and/or its affiliated entities be designated as the developer for the Project and that DOH be authorized to negotiate, execute, and deliver on behalf of the City a redevelopment agreement with the Developer; now, therefore,

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

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

SECTION 2. Upon the approval and availability of the Additional Financing as shown in Exhibit A hereto, the Commissioner of Housing (the "Commissioner") and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the City Funds. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and

provisions in connection with the City Funds which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the City Funds to the Owner.

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 (the "Municipal Code").

SECTION 4. Section 2-44-085 of the Municipal Code shall not apply to the Project or the Property.

SECTION 5. The Owner and Celesterling Foundation, an Illinois not-for-profit corporation, doing business as Phoenix Foundation, NFP (the "Foundation") are hereby collectively designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 6. The Commissioner of the Department of Planning and Development (the "DPD Commissioner") and a designee of the DPD Commissioner (collectively, the "Authorized DPD Officer") are each hereby authorized, with the approval of the Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Developer 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 or appropriate to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 7. The City Council hereby finds that the City is authorized to pay an amount not to exceed \$4,200,000 (the "City TIF Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account") to the Developer or one of the entities that comprise the Developer to finance a portion of the eligible costs included within the Project. The proceeds of the City TIF Funds are hereby appropriated for the purposes set forth in this Section 6.

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

SECTION 9. To the extent that any ordinance, resolution, rule, order, or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause, or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause, or provision shall not affect any of the other provisions of this ordinance.

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

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

*Exhibit "A".*  
(To Ordinance)

**Grantee:** Earle School LLC, a Wisconsin limited liability company (the "Owner"), of which Earle School MM LLC, a Wisconsin limited liability company (the "Managing Member"), is the managing member, and/or Celesterling Foundation, an Illinois not-for-profit corporation, doing business as Phoenix Foundation, NFP (the "Foundation").

**Project:** Acquisition and rehabilitation of the former Charles W. Earle School building located at 1711 West 61<sup>st</sup> Street, Chicago, Illinois (the "Property") to create approximately fifty (50) residential rental housing units, related amenities, and up to forty-seven (47) parking spaces in an affordable, multi-family development offering permanent supportive housing services, where all the units shall be for low- and moderate-income households earning between 15 percent -- 60 percent area median income.

1. TIF Grant:

Amount: \$4,200,000.

Source: City TIF Funds.

Lien: Redevelopment Agreement recorded prior to any loan or mortgage documents.

2. Grant:

Amount: Not to exceed \$462,658.

Source: Multi-Family Program Funds or Chicago Recovery Plan funds granted by the City to the Owner.

Term: Not to exceed 32 years, which includes the construction period, or such other term acceptable to the Commissioner of Housing or a designee or successor thereof (the "Authorized Officer").

**Alternate**

**Structure:** If so determined by the Authorized Officer, any portion of Chicago Recovery Plan funds described above may be loaned by the City to the Grantee. Repayment of such loan may be secured by a mortgage on the Project, junior to the Senior Mortgage, the Tax Credit Bridge Loan Mortgage, the TIF Bridge Loan Mortgage, the IHDA Loan (each as defined below) and/or such other security acceptable to the Authorized Officer, at 0 percent interest per annum or such other interest rate acceptable to the Authorized Officer, and/or such other security acceptable to the Authorized Officer.

**Additional Financing:****3. TIF Bridge Loan:**

**Amount:** Not to exceed \$2,100,000 or such other amount acceptable to the Authorized Officer.

**Source:** Merchants Bank of Indiana or such other source acceptable to the Authorized Officer.

**Term:** Not to exceed 30 months or such other term acceptable to the Authorized Officer.

**Interest:** Not to exceed floating 300 basis points over 30-day SOFR (with all-in floor of 3.50 percent) or such other rate acceptable to the Authorized Officer.

**Security:** Mortgage on the Project (the "TIF Bridge Loan Mortgage") junior to the Senior Mortgage (as described below) and/or such other security acceptable to the Authorized Officer.

**4. Tax Credit Bridge Loan:**

**Amount:** Not to exceed \$20,000,000 or such other amount acceptable to the Authorized Officer.

**Source:** Merchants Bank of Indiana or such other source acceptable to the Authorized Officer.

**Term:** Not to exceed 30 months or such other term acceptable to the Authorized Officer.

**Interest:** Not to exceed floating 300 basis points over 30-day Secured Overnight Financing Rate ("SOFR") (with all-in floor of 4.00 percent) or such other rate acceptable to the Authorized Officer.

**Security:** Mortgage on the Project (the "Tax Credit Bridge Loan Mortgage"), junior to the Senior Mortgage (as described below), and the TIF Bridge Loan Mortgage and/or such other security acceptable to the Authorized Officer.

Conversion or  
Refinance to

Permanent: All or a portion of the Tax Credit Bridge Loan is expected to be repaid upon its maturity, in part, with the proceeds of a forthcoming permanent loan to be made to the Grantee, as described below, and in part with proceeds of the investor member's equity contributions.

5. Permanent Loan:

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

Source: Merchants Capital Corp., Fannie Mae, Freddie Mac, or such other source acceptable to the Authorized Officer.

Term: Not to exceed 17 years, commencing upon completion of construction, or such other term acceptable to the Authorized Officer.

Interest: Not to exceed 9 percent per annum or such other lesser rate acceptable to the Authorized Officer.

Security: First priority Mortgage on the Project and/or such other security acceptable to the Authorized Officer (the "Senior Mortgage").

6. Illinois Housing Development Authority ("IHDA") Loan:

Proceeds: Not to exceed \$3,700,000 or such other amount acceptable to the Authorized Officer.

Source: Illinois Housing Development Authority.

Term: Not to exceed 32 years, which includes the construction period, or such other term acceptable to the Authorized Officer.

Interest: Not to exceed 0 percent per annum or such other interest rate acceptable to the Authorized Officer.

Security: Mortgage on Project, junior to the Senior Mortgage, the Tax Credit Bridge Loan Mortgage, the TIF Bridge Loan Mortgage, and/or such other security acceptable to the Authorized Officer (the "IHDA Mortgage").

7. TIF Grant Loan from the Foundation:

Amount: Not to exceed \$4,200,000 or such other amount acceptable to the Authorized Officer.



- Term: Not to exceed 32 years, which includes the construction period or such other term that is acceptable to the Authorized Officer.
- Source: The City TIF Funds (as defined in the ordinance) may be received by the Foundation, the proceeds of which will then be loaned by the Foundation to the Grantee for the Project for TIF eligible costs.
- Interest: Not to exceed the applicable federal rate or such other interest rate acceptable to the Authorized Officer.
- Security: Mortgage on the Property junior to the lien of the Senior Mortgage, the Tax Credit Bridge Loan Mortgage, the TIF Bridge Loan Mortgage, IHDA Mortgage or other security acceptable to the Authorized Officer (the "TIF Mortgage").

8. Energy Grant Loan from the Foundation:

- Amount: Approximately \$224,949 or such other amount acceptable to the Authorized Officer.
- Term: Not to exceed 32 years, which includes the construction period or such other term that is acceptable to the Authorized Officer.
- Source: ComEd Energy Efficiency Program grant funds may be received by the Celesterling Foundation, an Illinois not-for-profit corporation doing business as Phoenix Foundation, NFP (the "Foundation"), the proceeds of which will then be loaned by the Foundation to the Grantee for the Project.
- Interest: Three percent or such other lesser interest rate acceptable to the Authorized Officer.
- Security: Mortgage on the Property junior to the lien of the Senior Mortgage, the Tax Credit Bridge Loan Mortgage, the IHDA Mortgage, the TIF Bridge Loan Mortgage, AHP Mortgage, the TIF Mortgage, or other security acceptable to the Authorized Officer (the "Energy Grant Mortgage").

9. Federal Home Loan Bank of Chicago Affordable Housing Program Grant Loan from the Foundation:

- Amount: Not to exceed \$1,000,000 or such other amount acceptable to the Authorized Officer.

- Term: Not to exceed 32 years, which includes the construction period or such other term that is acceptable to the Authorized Officer.
- Source: Federal Home Loan Bank of Chicago will advance such funds to Farmers-Merchants Bank of Illinois or its successor, which will advance such funds to the Foundation, which funds will then be loaned by the Foundation to the Grantee for the Project.
- Interest: Not to exceed the applicable federal rate or another rate acceptable to the Authorized Officer.
- Security: Mortgage on the Property (the "AHP Mortgage") junior to the lien of the Senior Mortgage, the Tax Credit Bridge Loan Mortgage, the TIF Bridge Loan Mortgage, the IHDA Mortgage, the TIF Mortgage, the Energy Grant Mortgage or other security acceptable to the Authorized Officer.

10. Low-Income Housing Tax Credit ("LIHTC") Equity:

- Proceeds: Approximately \$13,498,650 or such other amount acceptable to the Authorized Officer.
- Source: To be derived from the syndication of \$1,500,000 annual allocation by IHDA.

11. Federal Historic Preservation Tax Credit Equity:

- Proceeds: Approximately \$4,834,186.
- Source: To be derived from the syndication of \$5,371,855 allocation by the Federal Government.

12. Illinois Historic Preservation Tax Credit Equity:

- Proceeds: Approximately \$2,219,778.
- Source: To be derived from the syndication of \$3,000,000 allocation by the State of Illinois.

13. Managing Member Equity:

- Amount: \$100.
- Source: Earle School MM LLC.

*Exhibit "B".*  
(To Ordinance)

*Earle School LLC Redevelopment Agreement.*

This Earle School, LLC Redevelopment Agreement (this "Agreement" or "RDA") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), Earle School, LLC, a Wisconsin limited liability company ("Earle School" or "Owner"), and Celesterling Foundation, an Illinois not-for-profit corporation doing business as Phoenix Foundation, NFP ("Phoenix Foundation" or "Sponsor") (Earle School and Phoenix Foundation 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 29, 2006: (1) "Approval of Tax Increment Financing Redevelopment Plan for the 63<sup>rd</sup>/Ashland Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "Designation of 63<sup>rd</sup>/Ashland Redevelopment Project Area as Tax Increment Financing District"; (3) "Adoption of Tax Increment Allocation Financing for 63<sup>rd</sup>/Ashland Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"); and (4) on September 8, 2010, "Amendment of 63<sup>rd</sup>/Ashland Tax Increment Financing Redevelopment Project Area Ordinances"

("1st Plan Amendment"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: Developer intends to purchase from the Board of Education of the City of Chicago (the "Acquisition") certain property, which is the former site of the Charles W. Earle School building, located within the Redevelopment Area at 1711 West 61st Street (previously assigned an address of 6121 South Hermitage Avenue), Chicago, Illinois 60636 and legally described on Exhibit B hereto (the "Property"), and, within the time frames set forth in Section 3.01 hereof, shall commence and complete rehabilitation of an affordable, multi-family development offering permanent supportive housing services, comprising approximately fifty (50) residential housing units for low- and moderate-income households earning between 15%-60% area median income, up to forty-seven (47) parking spaces, related amenities including a playground, laundry room, community room, exercise room, computer lab, community garden, and on-site property management and social services (the "Facility"). The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

E. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago 63<sup>rd</sup>/Ashland Redevelopment Plan and Project (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 72958 - 73091 of the Journal of the 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	*MBE/WBE Budget
10.	Developer's Employment Obligations	I	Approved Prior Expenditures
11.	Environmental Matters	J	Opinion of Developer's Counsel
12.	Insurance	K	Intentionally Omitted
13.	Indemnification	L	Requisition Form
14.	Maintaining Records/Right to Inspect	M	Intentionally Omitted
15.	Defaults and Remedies	N	Form of Subordination Agreement
16.	Mortgaging of the Project	O	Form of Payment Bond
17.	Notice		
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.

“Actual Residents of the City” has the meaning defined for such phrase in Section 10.02(c).

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

“AMI” shall mean Chicago-area median income, adjusted for family (as defined in 24 C.F.R. Part 5.403) size, as determined from time to time by HUD.

“Annual Compliance Report” shall mean a signed report from Developer to the City (a) itemizing each of Developer’s obligations under the RDA during the preceding calendar year, (b) certifying Developer’s compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance and (d) certifying that Developer is not in default with respect to any provision of the RDA, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the Operating Covenant (Section 8.06); (2) compliance with the Jobs Covenant (Section 8.06);

(3) delivery of Financial Statements and unaudited financial statements (Section 8.13); (4) delivery of updated insurance certificates, if applicable (Section 8.14); (5) delivery of evidence of payment of Non-Governmental Charges, if applicable (Section 8.15); (6) compliance with the Affordable Housing Covenant, if applicable (Section 8.24); (7) delivery of evidence of compliance with Sustainable Development Policy (Section 8.26); (8) compliance with the Increment and Rate of Return Reporting (Section 8.27); and (9) compliance with all other executory provisions of the Agreement.

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

“Available Incremental Taxes” shall mean an amount equal to the Incremental Taxes deposited in the TIF Fund attributable to the taxes levied on the Redevelopment Area as of the date any payment is made under this Agreement to any of the Developer Parties and not pledged to the following prior obligations in the Redevelopment Area:

Prior Obligation	Amount
AIS-ADA Polling Place-Library-West Englewood-1745 W 63 <sup>rd</sup> St	\$75,000
AIS-ADA Polling Place-Police Station-7 <sup>th</sup> District-1438 W 63 <sup>rd</sup> St.	\$25,000
Library-Capital Strategic Plan	\$6,173
CDOT-Neighborhood Lighting Improvements	\$835,555
SBIF	\$1,216,785
DPD-Open Space-Englewood Line-USDA Urban Agriculture Grant matching funds	\$700,000

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

“Business Day” means any day other than Saturday, Sunday or a legal holiday in the State.

“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.

"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.

"DOH" shall mean the City's Department of Housing and any successor agencies.

"DPD" shall have the meaning defined in the Agreement preamble and any successor agencies.

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

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

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

"Environmental Documents" shall mean all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

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

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

"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.

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

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

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

"HUD" shall mean the United States Department of Housing and Urban Development.

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

"IEPA" shall mean the Illinois Environmental Protection Agency.

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



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

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

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders, permits, licenses, authorizations or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, injunctions, consent decrees or judgments.

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

"Losses" shall mean any and all debts, liens (including, without limitation, lien removal and bonding costs), claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

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

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

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

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

"Phase I ESA" shall mean a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-13.

"Phase II ESA" shall mean a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

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

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

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

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

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

"RACR" if applicable, shall mean the Remedial Action Completion Report required by the IEPA in order to receive a Final Comprehensive Residential NFR Letter.

"RAP" if applicable, shall have the meaning set forth in Section 11.2.

"RAP Approval Letter" if applicable, shall mean written approval from the IEPA of a RAP in order to obtain a Final Comprehensive Residential NFR 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" if applicable, shall mean all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

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

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

“SRP” if applicable, 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” if applicable, shall mean all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 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 Project and related improvements as required by the City or lender(s) providing Lender Financing).

“Sustainable Development Policy” shall mean the Sustainable Development Policy of the City as in effect on the Closing Date.

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on the date that is the thirty (30) year anniversary of the issuance of the Certificate.

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

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

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

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

“Title Company” shall mean Greater Illinois Title Company, as issuing agent for Stewart Title Guaranty 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" shall mean 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 Project, Developer shall, pursuant to the Plans and Specifications: (i) commence construction no later than six (6) months after the Closing Date; and (ii) complete construction and conduct business operations therein no later than twenty-four (24) months after the commencement of construction.

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 DOH, and each has approved, a Project Budget showing total costs for the Project in an amount not less than \$32,550,737. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD and DOH certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to material changes to the Project must be submitted by Developer to DOH for DOH's prior written approval. The Developer Parties shall not authorize or permit the performance of any work relating to any Change Order or the furnishing

of materials in connection therewith prior to the receipt by the Developer Parties of DOH'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 one or more of the Developer parties and any contractor, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to the Developer.

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

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

3.07 Progress Reports and Survey Updates. After the Closing Date, the Developer Parties shall provide DPD and/or DOH with written quarterly construction progress reports detailing the status of the Project, including a revised completion date, if necessary (with any delay in completion date being considered a Change Order, requiring DPD and/or DOH's written approval under Section 3.04). Developer Parties must also deliver to the City written progress reports by draw, but not less than quarterly, detailing compliance with the requirements of Section 8.08 (Prevailing Wage), Section 10.02 (City Resident Construction Worker Employment Requirement) and Section 10.03 (Developer Parties' MBE/WBE Commitment). If the reports reflect a shortfall in compliance with the requirements of Sections 8.08, 10.02 and 10.03, then there must also be included a written plan from Developer Parties acceptable to DPD and/or DOH to address and cure such shortfall. At Project completion, Developer Parties shall provide three (3) copies of an updated Survey to DPD and/or DOH upon the request of DPD and/or DOH or any lender providing Lender Financing, reflecting improvements made to the Property.

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

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

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

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

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

SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$32,550,737, to be applied in the manner set forth in the Project Budget and funded from the following sources:

<u>Sources</u>	<u>Amount</u>
1 <sup>st</sup> Mortgage	\$ 2,352,200
*City Funds (TIF)	\$ 4,200,000
IHDA Loan	\$ 3,253,959
City Multi-Family Loan Funds/Chicago Recovery Plan Funds	\$ 462,658
*Low Income Housing Tax Credit Equity	\$13,498,650
Com Ed Energy Grant Proceeds	\$ 224,949
Federal Home Loan Bank of Chicago Affordable Housing Program	\$ 1,000,000
*Federal Historic Tax Credit Equity	\$ 4,834,186
*State Historic Tax Credit Equity	\$ 2,219,778
Deferred Developer Fee	\$ 504,257
Equity	\$ 100
<b>Total Sources</b>	<b>\$32,550,737</b>

***\*Sources bridged by Merchants Bank of Indiana***

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 Re-development Project Cost. Phoenix Foundation shall be required to loan or contribute any City Funds it receives to Owner as reimbursement for the costs of TIF-Funded Improvements or to directly pay for the costs of the TIF-Funded Improvements.

(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 \$4,200,000 in City funds from Incremental Taxes (the "City Funds") to reimburse Developer for the costs of the TIF-Funded Improvements, provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Four Million, Two Hundred Thousand Dollars (\$4,200,000); and provided further, that the \$4,200,000 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 and the City has been reimbursed from Available Incremental Taxes for the amount previously disbursed by the City for TIF-Funded Improvements. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Disbursement of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03, Section 4.07, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds in four (4) payments as follows:

- (i) The first installment of City Funds in the amount of \$1,050,000 upon the completion of 33% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation;
- (ii) The second installment in the amount of \$1,050,000 upon completion of 66% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation;
- (iii) The third installment in the amount of \$1,050,000 upon completion of 100% of the construction of the Project based upon the amount of actual Project costs incurred in relation to the Project Budget as certified to the City in a Requisition Form with required supporting documentation; and
- (iv) The fourth installment of City Funds in the amount of \$1,050,000 shall be paid upon issuance of the Certificate.

4.04 Construction Escrow. The City and Developer hereby agree to enter into the Escrow Agreement. All disbursements of Project funds made before the issuance of the Certificate shall be made through the funding of draw requests with respect thereto pursuant to the Escrow Agreement and this Agreement. Draw requests must include all documentation required by DOH and the Developer shall follow all procedures as outlined by DOH in the preconstruction meeting. The City must receive copies of any draw requests and related documents submitted to the Title Company for disbursements under the Escrow Agreement. The Developer shall submit a Requisition Form to DOH prior to each disbursement of City Funds per Section 4.03 above and DOH shall respond to Developer's Requisition Form within forty-five (45) days. Requisition for reimbursement of TIF-Funded Improvements shall be made not more than one time per month (or as



otherwise permitted by DOH). DOH shall approve disbursements of the City Funds from the Escrow. If required, the Developer shall meet with DOH upon request to discuss the Requisition Forms previously delivered. In case of any conflict between the terms of this Agreement and the Escrow Agreement, the terms of this Agreement shall control.

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

(b) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed 5% of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

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

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

4.07 Preconditions of Disbursement. Prior to each disbursement of City Funds hereunder, Developer shall submit documentation regarding the applicable expenditures to DOH, which shall be satisfactory to DOH in its sole discretion. The construction monitoring and compliance unit of DOH shall verify the percentage of construction completion. Delivery by one or more of the Developer parties to DOH of any request for disbursement of City Funds hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for disbursement, that:

(a) the total amount of the disbursement request represents the actual cost of the Acquisition or the actual amount payable to (or paid to) the General Contractor and/or sub-contractors 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 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 disbursed are subject to being reimbursed upon the Developer Parties' noncompliance with the provisions of this Agreement.

4.09 Transfer Restrictions. The Developer hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof (including without limitations, a transfer by assignment of any beneficial interest under a land trust) at any time during the Project Term, except as expressly permitted by the City. It is hereby expressly stipulated and agreed that any sale, transfer, or other disposition of the Project in violation of this Section 4.09 shall be null, void and without effect, shall cause a reversion of title to the Developer or any successor or assignee of the Developer last permitted by the City, and shall be ineffective to relieve the Developer or such successor or assignee, as applicable, of its obligations hereunder.

Notwithstanding the foregoing, the City shall not unreasonably withhold its consent to the replacement and/or addition of a Managing Member of Owner pursuant to the terms of the First Amended and Restated Operating Agreement of the Owner (the "Operating Agreement") and to the extent the City so consents, it shall not be considered a Prohibited Transfer hereunder; provided, however, that no consent of the City shall be required if: (1) the managing member is removed for cause pursuant to the terms of the Operating Agreement; (2) the substitute managing member is an affiliate of the Investor (as defined in the Operating Agreement) of Owner; (3) the Investor of Owner provides the City written notice promptly after the managing member has been removed; and (4) a transfer under the construction mortgage or the permanent financing mortgage pursuant to a foreclosure, deed in lieu of foreclosure or similar action.

#### 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 DOH, and DPD and DOH have 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 Cook County Clerk's Recordings Division.

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

5.06 Evidence of Clean Title. Developer, at its own expense, has provided the City with searches as indicated in the chart below under Developer's name 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 Clerk's Recordings Division	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. Owner, 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 and DOH.

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

5.10 Evidence of Prior Expenditures. Developer has provided evidence satisfactory to 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. The Developer has provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property dated November 14, 2023. The Developer will provide a new or updated report if needed within 180 days prior to the conveyance of the Property. There were no identified recognized environmental conditions (RECs) on the Site. The Developer will provide the City with a letter from the environmental engineer(s) who completed such audit(s), authorizing the City to rely on such assessments.

The Developer conducted Hazardous Building Material Surveys of the Property in October 2023 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 included (but not limited to) asbestos and lead-based paint surveys, 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 renovation, demolition, or abatement work. Any Hazardous Building Materials that will be impacted by renovation or demolition activities, or are in poor or unstable condition, must be properly abated. 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 renovation, demolition, or abatement work. Abatement does not necessarily require removal and disposal of materials. Alternative methods to stabilize or prevent access to materials may be utilized if appropriate.

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.

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

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

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

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Prior to entering into an agreement with any contractor for construction of the Project, the Developer shall solicit bids from one or more qualified contractors eligible to do business with the City, and shall submit all bids received to DOH for its inspection and written approval. For the TIF-Funded Improvements, the Developer shall select the contractor submitting the lowest responsible and responsive bid who can complete the Project in a timely manner. If the Developer selects any contractor submitting other than the lowest responsible and responsive bid for the TIF-Funded Improvements, the difference between the lowest responsible and responsive bid and the bid selected may not be paid out of City Funds. The Developer shall submit copies of the Construction Contract to DOH in accordance with Section 6.02 below. Draft copies of all subcontracts shall be provided to DOH prior to the Closing Date. Additionally, photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DOH within five (5) Business Days of the execution thereof. The Developer shall ensure that no contractors shall begin work on the Project until the Plans and Specifications have been approved by DOH and all requisite permits have been obtained.

6.02 Construction Contract. The Construction Contract shall be a contract in accordance with Section 4.1 of the ATS Manual. Prior to the execution thereof, Developer shall deliver to DPD and DOH a copy of the proposed Construction Contract with the General Contractor selected to handle the Project in accordance with Section 6.01 above for DPD and DOH's prior written approval, which shall be granted or denied within ten (10) business days after delivery thereof. Developer shall ensure that its General Contractor adheres to the policies and procedures outlined in the ATS Manual. Within ten (10) business days after execution of such contract by Developer, the General Contractor and any other parties thereto, Developer shall deliver to DPD, DOH and Corporation Counsel a certified copy of such contract together with any modifications, amendments or supplements thereto.

6.03 Performance and Payment Bonds. Prior to commencement of construction of any portion of the Project, Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using 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 and any applicable subcontractor(s) be bonded (as to such work in the public way) for their respective payment and performance 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 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. DPD shall not issue a Certificate until all of the following conditions are met by the Developer Parties:

- i. Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer Parties have complied with building permit requirements for the Project;
- ii. The Project, including all residential units, commercial space, environmental features, and all related improvements, has been completed and constructed substantially according to the Plans and Specifications as evidenced by an affidavit provided by the Owner as evidenced by AIA Form G702. the architect of record has issued a certificate of substantial completion, and the Developer and General Contractor have successfully completed DOH's project closeout procedures as outlined in the preconstruction meeting;
- iii. Evidence that the Developer Parties have incurred TIF-eligible costs, in an equal amount to, or greater than, \$4,200,000;
- iv. The City's monitoring and compliance unit has verified that, at the time the Certificate is issued, the Developer Parties are in full compliance with City requirements set forth in Section 10 and Section 8.06 (M/WBE, City Residency and Prevailing Wage) with respect to construction of the Project, and that 100% of the Developer Parties' MBE/WBE Commitment in Section 10.03 have been fulfilled;
- v. There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition nor event which, with the giving of notice or passage of time or both, would constitute an Event of Default as evidenced by an affidavit provided by the Developer and accepted by the City; and
- vi. Evidence in the form of an affidavit provided by the architect of record certifying that the Project will achieve at least one hundred (100) points in connection with the provisions and requirements of the Sustainable Development Policy.

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, and 8.24 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.14 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.

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. Each Developer party represents, warrants and covenants as to itself, as of the date of this Agreement and as of the date of each disbursement of City Funds hereunder, that:

(a) Developer is a not-for-profit corporation or limited liability company duly incorporated or organized, as applicable, validly existing in Illinois or Wisconsin, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate its Articles of Organization or operating agreement as amended and supplemented, any applicable provision

of law, or constitute a breach of, default under or require any consent under any agreement, instrument or document to which Developer is now a party or by which Developer is now or may become bound;

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Owner 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 construct, complete and operate the Project;

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

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

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

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

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



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

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

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

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

(p) [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 in accordance with the terms of Section 18.21 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

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

8.02 Covenant to Redevelop. Upon DPD and DoH's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02, and 3.03 hereof, and

Owner's receipt of all required building permits and governmental approvals, Developer shall re-develop 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 any of the Developer parties shall be used by the Developer parties solely to pay for (or to reimburse the Developer parties for their payment for) the TIF-Funded Improvements as provided in this Agreement. If the City pays any of the City Funds to Phoenix Foundation, it shall be required to loan or contribute the City Funds to the Developer, to reimburse the Developer for the costs of TIF-Funded Improvements or directly pay for the costs of the TIF-Funded Improvements.

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. The Developer will aspire to create up to twenty (20) full-time-equivalent positions as well as 117 temporary full-time-equivalent construction-related positions and will provide information regarding employment on an annual basis pursuant to Section 3.3.

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%, 70% 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. If Davis Bacon wage rates are required, then Developer shall follow such requirements with respect to the Project. If Davis Bacon Wage rates are not required, then 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 and/or DOH has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of City Funds, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement. Developer shall provide information with respect to any entity to receive City Funds directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using City Funds, or otherwise), upon DPD's and/or DOH's request, prior to any such disbursement.

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

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended December 31<sup>st</sup> 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, Owner 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, Owner 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.

Owner 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. Owner 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 and DOH of any and all events or actions which may materially affect Developer's ability to carry on its business operations or perform its obligations under this Agreement or any other documents and agreements.

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

8.18 Recording and Filing. Owner 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. Owner shall pay all fees and charges incurred in connection with any such recording. Upon recording, Owner shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

(i) Payment of Governmental Charges. Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or

imposed upon Developer, the Property or the Project, or become due and payable, and which create or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to real estate taxes.

(ii) Right to Contest. Owner 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. Owner's right to challenge real estate taxes applicable to the Property is limited as provided for in Section 8.18(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 Owner's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Owner has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option, (A) Owner shall demonstrate to DPD's satisfaction that legal proceedings instituted by Owner 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 (B) Owner 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) Owner's Failure To Pay Or Discharge Lien. If Owner fails to pay any Governmental Charge or to obtain discharge of the same, Owner 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 Owner 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 Owner. 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 Owner fails to pay any Governmental Charge, the City, in its sole discretion, may require Owner to submit to the City audited Financial Statements at Developer's own expense.

(c) Real Estate Taxes.

(i) Real Estate Tax Exemption. With respect to the Property or the Project, neither the Owner nor any agent, representative, lessee, tenant, assignee, transferee or successor in interest to the 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, except for (i) obtaining Class 9 designation or participating in the Cook County Affordable Housing Special Assessment Program, (ii) obtaining any reduction in assessed value available for the Property under 35 ILCS 200/15-178, and (iii) obtaining any exemption for which DPD has provided its prior written consent.

(ii) 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 the Owner as a memorandum thereof, at the Owner's expense, with the Recordings Division of the Cook County Clerk on the Closing Date. These restrictions shall be binding upon the Developer Parties and their 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. The Owner 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 8.18(c) to the contrary, the City, in its sole discretion and by its sole action, without the joinder or concurrence of the Developer Parties, their successors or assigns, may waive and terminate the Developer Parties' covenants and agreements set forth in this Section 8.18(c).

(d) Notification to the Cook County Assessor of Change in Use and Ownership. Prior to the Closing Date, Owner 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 Annual Report(s). Beginning with the issuance of the Certificate and continuing throughout the Term of the Agreement, Developer shall submit to DPD the Annual Compliance Report within 30 days after the end of the calendar year to which the Annual Compliance Report relates.

8.21 Inspector General. It is the duty of Developer and the duty of any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all of Developer's officers, directors, agents, partners, and employees and any such bidder, proposer, contractor, subcontractor or such applicant, 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 Broker's Fees. Developer Parties have no liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to any of the transactions contemplated by this Agreement for which the City could become liable or obligated.



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 CRP PSH Regulatory Agreement executed by Developer and DOH as of the date hereof shall govern the terms of Developer's obligation to provide affordable housing. Following foreclosure, if any, and from the date of such foreclosure through the Term of the Agreement, the following provisions shall govern the terms of the obligation to provide affordable housing under this Agreement:

- (a) The Project shall be operated and maintained solely as residential rental housing;
- (b) Four (4) residential rental units, including four (4) two-bedroom units shall be affordable to 15% AMI Households (as defined below);
- (c) Seventeen (17) residential rental units, including sixteen (16) one-bedroom units and one (1) two-bedroom unit shall be affordable to 30% AMI Households (as defined below);
- (d) Nine (9) residential rental units, including seven (7) one-bedroom units and two (2) two-bedroom units, shall be affordable to 50% AMI Households (as defined below);

- (e) Twenty (20) residential rental units, including seven (7) one-bedroom units and thirteen (13) two-bedroom units shall be affordable to 60% AMI Households (as defined below);
- (f) As used in this Section 8.24, the following terms has the following meanings:
  - (i) "Household" shall mean one or more individuals, whether or not related by blood or marriage.
  - (ii) "15% AMI Households" shall mean Households whose annual income does not exceed fifteen percent (15%) 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 HUD, and thereafter such income limits shall apply to this definition.
  - (iii) "30% AMI Households" shall mean Households whose annual income does not exceed thirty percent (30%) 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 HUD, and thereafter such income limits shall apply to this definition.
  - (iv) "50% AMI Households" shall mean Households whose annual income does not exceed fifty percent (50%) 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 HUD, and thereafter such income limits shall apply to this definition.
  - (v) "60% AMI Households" shall mean Households 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 HUD, and thereafter such income limits shall apply to this definition.
- (f) The covenants set forth in this Section 8.24 shall run with the land and be binding upon any transferee.
- (g) The City and Developer may enter into a separate agreement to implement the provisions of this Section 8.24.

8.25 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.



8.26 Sustainable Development Policy. Developer shall provide evidence acceptable to the City that they have complied with the Sustainable Development Policy for the Project. If a default occurs under this Section 8.26 after the receipt of written notice and a 60-day cure period, the City shall have the right to reduce the City Funds by \$250,000 as described in Section 15.02.

8.27 Increment and Rate of Return Reporting. Developer agrees to report (1) the increment projected to be created by the Project, and (2) the increment to date created by the Project, at the Closing Date. Developer agrees to report the Project's rate of return, which report is to be independently verified by a third party chosen by the City.

#### 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 non-discrimination 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 Chicanos as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

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

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

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

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

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

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

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

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246"

and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

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

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

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

- (1) At least 26 percent by MBEs; and
- (2) At least 6 percent by WBEs.

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

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

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

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

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

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

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

## SECTION 11. ENVIRONMENTAL MATTERS

The Developer Parties hereby represent and warrant to the City that the Developer Parties have conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with all Environmental Laws and this Agreement and all Exhibits attached hereto; the Scope Drawings, Plans and Specifications and all amendments thereto, and the Redevelopment Plan.

Without limiting any other provisions hereof, the Developer parties agree to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of the Developer parties: (i) the presence of any Hazardous Substances or Other Regulated Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Substances or Other Regulated Material from (A) all or any portion of the Property or (B) any other real property in which the Developer parties or any person directly or indirectly controlling, controlled by or under common control with the Developer parties, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by the Developer Parties), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or the Developer Parties or any of its Affiliates under any Environmental Laws relating to the Property.

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

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

(b) such Developer party'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

(c) 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 such Developer party or any Affiliate Developer or any agents, employees, contractors or persons acting under the control or at the request of such Developer party or any of its Affiliates; or

(d) any act or omission by such Developer party or any of its Affiliates; or

(d) 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 the Developer parties hereunder:

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

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

(c) the making or furnishing by a Developer party 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 a Developer party or for the liquidation or reorganization of a Developer party, or alleging that a Developer party is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of the Developer party'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 a Developer party; 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 a Developer party, for any substantial part of the Developer party's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of a Developer party; 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 a Developer party 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 the Developer parties;

(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 a Developer party, for any crime (other than a misdemeanor);

(k) prior to the issuance of the Certificate, the sale or transfer of the ownership interests of a Developer party without the prior written consent of the City, except for a Permitted Transfer pursuant to Section 4.09;

(l) the failure of a Developer party, 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) failure to provide the City with an Annual Compliance Report within thirty (30) days of when it is due, as set forth in Section 8.20; or

(n) failure to adhere to the policies and procedures in ATS Manual and pre-construction meeting.

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, subject to all applicable notice and cure provisions, 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 the senior lender's mortgage lien in the amount of City Funds paid, or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein.

Upon the occurrence of an Event of Default under Section 8.24, the Developer Parties or Affiliates shall be obligated to reimburse the City all of the City Funds disbursed to any one of the Developer parties to date. 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 reimbursement of all or part of the City Funds, injunctive relief or the specific performance of the agreements contained herein. Without limiting the generality of the foregoing, with respect to Events of Defaults by a Developer Party prior to the issuance of a Certificate, the City shall be entitled to seek reimbursement of City Funds from Developer parties.

For an Event of Default caused by failing to provide the City with an Annual Compliance Report, in addition to any other remedy the City may choose to pursue, Developer shall be required to pay to City \$10,000, as liquidated damages, for each such Event of Default.

For an Event of Default caused by failing to meet or comply with the Sustainable Development Policy, in addition to any other remedy the City may choose to pursue, the City shall have the right to reduce the City Funds by \$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.

15.04 Right to Cure by Investor and Lenders other than the Sponsor. 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, 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 the parties identified in Section 17 and the

Investor and any lender providing Lender Financing, other than the Developer, 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, the cure is completed 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 lenders and the Investor of such notice from the City; and

(ii) if the Event of Default is of a non-monetary nature, the cure is completed 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 reasonably capable of being cured by the lenders or the Investor within such 30-day period, such period shall be extended for such reasonable period of time as may be necessary to cure such default, provided that the party seeking such cure must continue diligently to pursue such cure 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 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 Z hereof, no New Mortgage shall be executed with respect to the Property or any portion thereof without the prior written consent of the Commissioner of 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><b>If to the City:</b></p> <p>City of Chicago                  Department of Housing                  121 North LaSalle Street, Room 1006                  Chicago, Illinois 60602                  Attention: Commissioner</p>	<p><b>If to Developer:</b></p> <p>Earle School, LLC                  c/o Gorman and Company LLC                  200 North Main Street                  Oregon, WI 53575                  Attention: Ron Clewer</p> <p>And</p> <p>Phoenix Foundation                  4335 South Vincennes Avenue, Suite #2N                  Chicago, Illinois 60653                  Attention: Sterling Gildersleeve</p>
<p><b>With Copies To:</b></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><b>With Copies To:</b></p> <p>Reinhart Law                  1000 North Wacker Street, Suite 1700                  Milwaukee, WI 53202                  Attention: William Cummings</p> <p>And</p> <p>MCI Earle School, LLC                  c/o Merchants Capital Investments, LLC                  410 Monon Boulevard                  Carmel, Indiana 46032                  Attention: Asset Management</p>

	<p>And</p> <p>Merchants Bank of Indiana 410 Monon Boulevard, 2nd Floor Carmel, Indiana 46032 Attention MBI Asset Management</p> <p>With copies to:</p> <p>Applegate and Thorne-Thomsen 425 South Financial Place, Suite 1900 Chicago, IL 60605 Attention: Paul Davis</p> <p>And</p> <p>Applegate and Thorne-Thomsen 425 South Financial Place, Suite 1900 Chicago, IL 60605 Attention: Nicholas J. Brunick</p> <p>And</p> <p>John W. Hamilton Dinsmore &amp; Shohl LLP One Indiana Square Suite 1800 Indianapolis, IN 46204</p> <p>And</p> <p>Frost Brown Todd LLP 400 West Market Street, Suite 3200 Louisville, Kentucky 40202 Attention: Amy Curry, Esq.</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, 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, the Commissioner of DPD, the Commissioner of DOH, or any matter is to be to the City's, DPD's, DOH's, or the Commissioner of DPD's or the Commissioner of DOH's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD, DOH or the Commissioner of DPD or the Commissioner of DOH in writing and in the reasonable discretion thereof. The Commissioner of DPD or the Commissioner of DOH, or such other persons designated by the Mayor of the City, shall act for the City, DOH or DPD, as applicable in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

18.14 Assignment. Except for Developer's collateral assignment of this Agreement to the construction lender for the Project, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 (Real Estate Provisions), 8.24 (Affordable Housing Covenant), and 8.25 (Survival of Covenants) and 8.25 hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

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

delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

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

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

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

18.21 Parties in Interest/No Third Party Beneficiaries. The terms and provisions of this Agreement are binding upon and inure to the benefit of, and are enforceable by, the respective successors and permitted assigns of the parties hereto. This Agreement will not run to the benefit

of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the City or the Developer, will be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City or Developer parties.

18.22 Debarment Certification. Failure by the Developer or any controlling person of either, as defined in Section 1-23-010 of the Municipal Code, thereof to maintain eligibility to do business with the City as required by Section 1-23-030 of the Municipal Code shall be grounds for termination of this Agreement and the transactions contemplated thereby.

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.

EARLE SCHOOL, LLC,  
a Wisconsin limited liability company

By: Earle School MM, LLC,  
a Wisconsin limited liability company,  
its managing member

By: GEC Earle School, LLC,  
a Wisconsin limited liability company,  
its manager

By: Gorman & Company, LLC,  
a Wisconsin limited liability company,  
its manager

By: \_\_\_\_\_  
Its: \_\_\_\_\_

CELESTERLING FOUNDATION,  
d/b/a Phoenix Foundation, NFP,  
an Illinois not for profit corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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

By: \_\_\_\_\_,  
Commissioner

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a Wisconsin [corporation] (the "Owner"), 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 as the [\_\_\_\_\_], as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of \_\_\_\_\_, a Wisconsin [corporation] (the "Sponsor"), 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 Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



*(Sub)Exhibit "B".*

(To Earle School LLC Redevelopment Agreement)

*Property.*

[Subject To Survey And Title Insurance]

*(Sub)Exhibit "C".*

(To Earle School LLC Redevelopment Agreement)

*TIF-Funded Improvements.*

Rehabilitation:           \$17,965,400

\* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed \$4,200,000.

*(Sub)Exhibit "G".*

(To Earle School LLC Redevelopment Agreement)

*Permitted Liens.*

1. Liens Or Encumbrances Against The Property:

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

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

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

*(Sub)Exhibit "H-1".*  
(To Earle School LLC Redevelopment Agreement)

*Project Budget.*

Line Item	Amount
Building Cost	\$ 255,000
Land Cost	50,000
Carrying Costs	45,000
Acquisition Costs Subtotal:	\$350,000
Net Construction Costs	\$17,965,400
Surface Parking	12,000
Other Hard Costs	576,000
General Conditions	1,250,000
Overhead	410,000
Profit	1,250,000
Construction Costs Subtotal:	\$21,463,400
Furniture, Fixtures and Equipment	\$95,000
Building Permits	260,000
Fencing	70,000
Landscaping	407,000
Site Preparation	350,000
Contingency	2,357,144
Other Construction Subtotal:	\$3,539,144

Line Item	Amount
Streets	\$ 200,000
Electrical and Gas	850,000
Sidewalk	72,000
Contingency	30,000
Infrastructure Subtotal:	\$1,152,000
Lead Based Paint Removal	\$ 221,000
Asbestos Removal	300,000
Environmental Subtotal:	\$ 521,000
Architect -- Design	\$ 877,012
Engineering Fees	188,856
Accountant -- 8609s	8,500
Legal -- Organizational	200,000
Consultant -- Historic	35,000
Consultant -- Financial	100,000
Appraisal	9,000
Market Study	7,500
Phase I Environmental Report	30,000
Title and Recording Fees	50,000
Other Professional Fees	44,726
Professional Fees Subtotal:	\$1,550,324



Line Item	Amount
Tax Credit Issuer Fees	\$ 150,000
Application Fees	24,000
Permanent Loan Points	22,580
Construction Inspection	25,000
Architect Fee	41,000
Lender Legal Fees	35,000
Construction Interest	960,181
Other Lender Fees	139,161
Lender Fees Subtotal:	\$1,396,922
Liability Insurance	\$ 141,000
Real Estate Taxes	25,000
Other Construction Period	35,000
Construction Period Subtotal:	\$ 201,000
Advertising	\$ 40,000
Marketing and Leasing Subtotal:	\$ 40,000
Developer Fee	\$1,788,130
Developer Fee Subtotal:	\$1,788,130
Lease-Up Reserve	\$ 115,664
Insurance Reserve	45,833
Property Tax Reserve	21,825
Operating Reserve	227,024

Line Item	Amount
Replacement Reserve	\$ 50,000
Other Reserves	88,471
Reserves Subtotal:	\$ 548,817
Grand Total Development Costs:	\$32,550,737

(Sub)Exhibit "H-2".  
(To Earle School LLC Redevelopment Agreement)

*MBE/WBE Budget.*

Development Cost	Total Costs	MBE (26 percent)	WBE (6 percent)
Site Preparation	\$ 350,000	\$ 91,000	\$ 21,000
Net Construction Costs	17,965,400	4,671,004	1,077,924
General Conditions	1,250,000	325,000	75,000
Overhead	410,000	106,600	24,600
Contingency*	2,387,144	620,657	143,229
Environmental Remediation	521,000	135,460	31,260
Infrastructure	102,000	26,520	6,120
Total:	\$22,985,544	\$5,976,241	\$1,379,133

---

\* To the extent that contingency is used, it will be included in the MBE/WBE Budget.

(Sub)Exhibit "J".  
(To Earle School LLC Redevelopment Agreement)

*Opinion Of Developer's Counsel.*

[To Be Retyped On Developer's Counsel's Letterhead]

\_\_\_\_\_  
City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to \_\_\_\_\_, an [Illinois] \_\_\_\_\_ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the \_\_\_\_\_ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

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

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

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

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

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and

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

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

Based on the foregoing, it is our opinion that:

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

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

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

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

5. (Sub)Exhibit A attached hereto (a) identifies each class of capital stock of Developer, (b) sets forth the number of issued and authorized shares of each such class, and (c) identifies the record owners of shares of each class of capital stock of Developer and the number of shares held of record by each such holder. To the best of our knowledge

after diligent inquiry, except as set forth on (Sub)Exhibit A. there are no warrants, options, rights or commitments of purchase, conversion, call or exchange or other rights or restrictions with respect to any of the capital stock of Developer. Each outstanding share of the capital stock of Developer is duly authorized, validly issued, fully paid and nonassessable.

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

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

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

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

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

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

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

[Note: Include a reference to the laws of the state of incorporation/organization of Developer, if other than Illinois.]

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

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

(Sub)Exhibit "L".  
(To Earle School LLC Redevelopment Agreement)

Requisition Form.

State of Illinois )  
                          ) SS.  
County of Cook )

The affiant, \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ (the "Developer"), hereby certifies that with respect to that certain  
\_\_\_\_\_ Redevelopment Agreement between the Developer and the City of  
Chicago dated \_\_\_\_\_, \_\_\_\_\_ (the "Agreement"):

A. Expenditures for the Project, in the total amount of \$ \_\_\_\_\_, have been made.

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ \_\_\_\_\_

C. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$ \_\_\_\_\_

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. The Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Redevelopment Agreement are true and correct and the Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

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

[Developer]

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_

My commission expires: \_\_\_\_\_

Agreed and Accepted:

\_\_\_\_\_  
Name

Title: \_\_\_\_\_

City of Chicago,  
Department of Planning and Development

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT BESSEMER PARK, 8930 S. MUSKEGON AVE.

[O2024-0007872]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*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 Park District for the provision of Tax Increment Financing (TIF) funds for improvements at Bessemer Park, located at 8930 South Muskegon Avenue in the 7<sup>th</sup> Ward (O2024-0007872), in the amount of \$750,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:



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

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

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

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

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

WHEREAS, The Park District is engaged in an ongoing program of construction and renovation projects at its parks and other Park District facilities ("Park Projects"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 24, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27586 through 27604, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Donovan Park (the "Form Agreement"); and

WHEREAS, The Park District owns a park identified in Exhibit A (the "Park") located on the property identified in Exhibit A (the "Property"); and

WHEREAS, The Park District desires to undertake certain improvements to the Park as identified in Exhibit A (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined); 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* for such date(s), identified on Exhibit A; 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 shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into an intergovernmental agreement in substantially 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 Park District 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 are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

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

SECTION 3. The Commissioner of Planning and Development 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 shall be in full force and effect from and after the date of its passage and approval.

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

*Exhibit "A".*

1. Park:

Bessemer Park.

2. Property:

8930 South Muskegon Avenue  
Chicago, IL 60617.

3. Project:

The TIF-funded improvements will rebuild a baseball diamond and reshape the infield and outfields by removing smaller unused diamonds and backstops. Site work will include athletic field lighting, fencing, backstop and side wings, player benches and bleacher seating. Other site amenity improvements will include the replacement of the outdated water feature play area. Upon completion of both areas, access paving will be provided along with landscape restoration at the construction site.

## 4. Amount Of Redevelopment Area Increment:

Not to exceed Seven Hundred Fifty Thousand Dollars (\$750,000).

## 5. Project Budget:

Sources	Amount
Commercial Avenue TIF	\$750,000
Total:	\$750,000

Uses	Amount
Ball field renovation with new lighting	\$500,000
Spray feature construction	200,000
Landscape restoration and site access paving	50,000
Total:	\$750,000

## 6. TIF-Funded Improvements:

The site improvements at Bessemer Park will include ballfield renovation with additional field lighting, new fencing, player benches and bleacher seating. Reconstruction of water play feature in the park with site access paving and landscape restoration.

## 7. Redevelopment Area:

Commercial Avenue Redevelopment Project Area.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (Including Any Amendments):

Under ordinances adopted on November 13, 2002 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at

pages 97254 through 97439, the City Council: (i) approved a redevelopment plan and project (the "Commercial Avenue Redevelopment Plan") for the Commercial Avenue Redevelopment Project Area; (ii) designated the Commercial Avenue Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Commercial Avenue Redevelopment Project Area.

---

AMENDMENT OF INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR IMPROVEMENTS AT MC GUANE PARK, 2901 S. POPLAR AVE.

[O2024-0007873]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning an amendment to the Intergovernmental Agreement with the Chicago Park District for the provision of Tax Increment Financing (TIF) funds for improvements at McGuane Park, located at 2901 South Poplar Avenue in the 11<sup>th</sup> Ward (O2024-0007873), in the amount of \$846,159.91, 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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

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

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

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

WHEREAS, The Park District is engaged in an ongoing program of construction and renovation projects at its parks and other Park District facilities ("Park Projects"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 24, 2021, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 27586 through 27604, the City Council approved a form of an intergovernmental agreement attached thereto for a project at Donovan Park (the "Form Agreement"); and

WHEREAS, The Park District owns a park identified in Exhibit A (the "Park") located on the property identified in Exhibit A (the "Property"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 23, 2018, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 86272 -- 86290, the City Council authorized an intergovernmental agreement whereby the Park District would undertake the renovation of the fieldhouse at the Park (the "Project") and the City would reimburse the Park District for the TIF-Funded Improvements made in the construction of the Project in an amount not to exceed \$5,770,000; and

WHEREAS, On March 19, 2019, the Park District and the City entered into an intergovernmental agreement (the "Intergovernmental Agreement"), the term of which expired on December 31, 2021; and

WHEREAS, City funds in the amount of \$4,923,840.09 were paid or reimbursed to the Park District pursuant to the Intergovernmental Agreement; and

WHEREAS, The Park District has incurred costs related to the TIF-funded improvements from the date of the Intergovernmental Agreement in the amount of \$5,770,000 and now desires to be reimbursed for the balance of costs after the term of the Intergovernmental Agreement has expired; and

WHEREAS, The Park District has completed certain improvements to the Park as identified in Exhibit A (the "Project"); and

WHEREAS, The Property lies wholly within the boundaries of the Redevelopment Area (as hereinafter defined); 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* for such date(s), identified on Exhibit A; 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 shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the Plan, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act; and

WHEREAS, The City and the Park District wish to enter into another 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 Park District 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 are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

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

SECTION 3. The Commissioner of Planning and Development 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 shall be in full force and effect from and after the date of its passage and approval.

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

*Exhibit "A".*

1. Park:

McGuane Park.

2. Property:

2901 South Poplar Avenue.

3. Project:

The TIF-funded improvements were used to renovate the fieldhouse at McGuane Park.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$846,159.91.

5. Project Budget:

Sources	Amount
Archer Western TIF	\$846,159.91
Total:	\$846,159.91

Uses	Amount
Facility renovation	\$846,159.91
Total:	\$846,159.91

6. TIF-Funded Improvements:

The facility renovation at McGuane Park has been completed and the Chicago Park District desires to enter into an Intergovernmental Agreement to allow final reimbursement for the TIF-funded improvements in the amount reflected above.

7. Redevelopment Area:

Archer/Western.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (Including Any Amendments):

February 11, 2009 at pages 54749 -- 54873, as amended on June 9, 2010 at pages 92568 -- 92652.

---

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT REGARDING PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR CONSTRUCTION OF PARK 599 AT 1623 W. EDGEWATER AVE.

[O2024-0007875]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

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

First Amendment to Intergovernmental Agreement with Chicago Park District for the provision of Tax Increment Financing (TIF) funds for construction of Park 599 at 1623 West Edgewater Avenue, located in the 40<sup>th</sup> Ward (O2024-0007875), in the amount of \$450,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, In accordance with the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended from time to time (the "Act"), and pursuant to ordinances adopted on October 1, 2003, and published in the

*Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of the City Council of the City (the "City Council"), for said date, and as subsequently amended, the City Council: (i) approved and adopted a redevelopment plan and project for a portion of the City known as the "Edgewater/Ashland Redevelopment Project Area" (the "Area"); (ii) designated the Area as a "redevelopment project area"; and (iii) adopted tax increment allocation financing for the Area; and

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

WHEREAS, In an ordinance adopted on May 23, 2018 and published at pages 77421 to 77442 of the *Journal* for that date, the City Council authorized the Department of Planning and Development of the City ("DPD") to use a portion of the Edgewater/Ashland Increment in an amount not to exceed \$960,000 for the purpose of constructing a new park now known as Park 599, which is generally located at 1623 West Edgewater Avenue, Chicago, Illinois (the "Project") in the Area, and authorized the making of an intergovernmental agreement; and

WHEREAS, On August 13, 2018, the City and the Park District entered into an Intergovernmental Agreement (the "Agreement") whereby the City agreed to pay for or reimburse the Park District for construction of the Project; and

WHEREAS, Due to unforeseen circumstances, certain design and construction related costs necessary to construct the Project have significantly increased; and

WHEREAS, DPD desires to reallocate to the Park District an additional \$450,000 from the Edgewater/Ashland Increment in order complete the Project; and

WHEREAS, The City and the Park District desire to enter into an amendment to the Agreement in substantially the form attached as Exhibit A (the "First Amendment") whereby the City shall increase the amount of assistance by \$450,000 for a total not-to-exceed amount of \$1,410,000 to cover the construction of the Project; now, therefore,

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

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

SECTION 2. The Commissioner of Planning and Development (the "Commissioner") and a designee are each hereby authorized, subject to the approval of the Corporation Counsel, to negotiate, execute and deliver the First Amendment in substantially the form attached

hereto as Exhibit A and made a part hereof and such other documents as may be necessary to carry out and comply with the provisions of the First Amendment, with such changes, deletions and insertions as shall be approved by the persons executing the First Amendment on behalf of the City.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

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

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

*Exhibit "A".*

*First Amendment To Intergovernmental Agreement.*

This amendment (the "First Amendment") to that certain Intergovernmental Agreement by and between the City of Chicago ("City"), an Illinois municipal corporation, by and through its Department of Planning and Development ("DPD"), and the Chicago Park District (the "Park District"), a body politic and corporate, dated as of August 13, 2018 (the "Agreement"), is made and entered into as of \_\_\_\_\_, 2024, by and between the City and the Park District.

*Recitals.*

Whereas, An ordinance approved by the City Council of the City (the "City Council") on May 23, 2018 and published at pages 77421 -- 77442 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of that date, authorized the Commissioner of DPD to execute an intergovernmental agreement with the Park District, to undertake construction of park space at Park 599 (the "Project"), generally located at 1623 West Edgewater Avenue in Chicago, Illinois (the "Property"), as legally described in (Sub)Exhibit A of the Agreement; and

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

Whereas, In accordance with the provisions of the Act, and pursuant to ordinances adopted on October 1, 2003, and published in the *Journal* for said date at pages 8260 -- 8333, the City Council: (i) approved and adopted a Tax Increment Redevelopment Project and Plan (the "Plan") for a portion of the City known as the "Edgewater/Ashland Redevelopment Project Area" (the "Edgewater/Ashland Redevelopment Area"); (ii) designated the Edgewater/Ashland Redevelopment Area as a "redevelopment project area" and a Tax Increment Financing District; and (iii) adopted tax increment allocation financing for the Edgewater/Ashland Redevelopment Area; and

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

Whereas, Pursuant to the Agreement and in accordance with the Act, DPD agreed to provide to the Park District a portion of the City Increment in an amount not to exceed \$960,000 for the purpose of funding certain Project costs to the extent and in the manner provided in the Agreement; and

Whereas, DPD and the Park District have determined that it is in the best interests of both parties to provide additional funding for the construction of the TIF-Funded Improvements at Park 599; and

Whereas, The Project includes development of a new park with amenities that include picnic tables and benches, drinking fountain, ornamental perimeter fencing, an open lawn with walking path and landscaping; and

Whereas, The City wishes to make available to the Park District an additional portion of the City Increment in an amount not to exceed \$450,000 for the purpose of paying for or reimbursing the Park District for certain Project costs; and

Whereas, The City and the Park District wish to amend the Agreement to increase the amount of City Increment available to the Park District from an amount not to exceed \$960,000 to an amount not to exceed \$1,410,000; and

Whereas, On \_\_\_\_\_, the Park District's Board of Commissioners (the "Board") adopted a resolution authorizing the execution of this First Amendment; and

Whereas, On \_\_\_\_\_, 2024, the City Council authorized an ordinance which is published at pages \_\_\_\_\_ to \_\_\_\_\_ of the *Journal* of said date that authorized the making of this First Amendment;

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

*Section 1.*

*Recitals.*

The foregoing recitals are hereby incorporated into this First Amendment by reference.

*Section 2.*

*Terms And Conditions.*

Recital K and Section 2.6 of the Agreement are hereby amended by deleting the amount of \$960,000 and inserting the amount of \$1,410,000.

*Section 3.*

*Exhibits.*

1. (Sub)Exhibit D, Project Budget TIF-Funded Improvements to the Agreement is hereby amended by deleting it in its entirety and replacing it with (Sub)Exhibit D, Project Budget TIF-Funded Improvements, as indicated below:

(Sub)Exhibit "D".

Project Budget.

The total cost of the Project, as amended, is \$1,410,000. In no event, however, shall funding from the Edgewater/Ashland TIF Fund exceed \$1,410,000.

Sources	Amount
Edgewater/Ashland TIF	\$1,410,000
Total:	\$1,410,000

Uses	Original Budget	Additional Budget	Total Budget
Design	\$ 67,500	\$ 64,300	\$ 131,800
General Condition	85,000		85,000
Construction	675,500	385,700	1,061,200
Contingency	132,000		132,000
Total:	\$960,000	\$450,000	\$1,410,000

The Commissioner may approve changes to this preliminary budget.

2. If any of the provisions of the Agreement conflict with the provisions of this First Amendment, the provisions of this First Amendment shall prevail.

3. Except as modified by this First Amendment, the Agreement shall remain in full force and effect.

In Witness Whereof, The parties hereto have caused this First Amendment to be executed and delivered as of the date first above written.

Chicago Park District

By: \_\_\_\_\_

Name: Rosa Escareno

Its: General Superintendent and CEO

City of Chicago

By: \_\_\_\_\_

Name: Ciere Boatright

Its: Commissioner of Planning and Development



Attest

By: \_\_\_\_\_  
Kantrice Ogletree,  
Secretary

\_\_\_\_\_

EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH CHICAGO COOPERATIVE FOR PROVISION OF TAX INCREMENT FINANCING ASSISTANCE FUNDS FOR REHABILITATION OF BUILDING AT 4620 N. BROADWAY INTO GROCERY STORE.

[SO2024-0007864]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred a substitute ordinance concerning an amendment to the Redevelopment Agreement with Chicago Cooperative for the provision of Tax Increment Financing (TIF) funds for rehabilitation of the building and related improvements at 4620 North Broadway, located in the 46<sup>th</sup> Ward (SO2024-0007864), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on March 18, 2024.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, An ordinance (the "Original Ordinance") was adopted by the City Council (the "City Council") of the City of Chicago (the "City") on November 16, 2022, authorizing the Commissioner of the City's Department of Planning and Development ("DPD") (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 (the "Redevelopment Agreement") between Chicago Cooperative, an Illinois not-for-profit corporation, doing business as Chicago Market -- a Community Co-op (the "Developer") and the City, pursuant to which the Developer would: (i) lease real property which is generally located at 4620 North Broadway, Chicago, Illinois (the "Building"); and (ii) rehabilitate the Building into an approximately 18,237-square-foot grocery store and operate a full-service grocery therein (the "Project"); and

WHEREAS, The Redevelopment Agreement is currently structured to provide the Developer with \$4,000,000 upon the issuance by DPD of a certificate of completion (the "Certificate") and an additional \$1,800,000 (for a total payment of \$5,800,000) at the one-year anniversary of the issuance of the Certificate, all payable from Incremental Taxes from the Wilson Yard Redevelopment Area TIF Fund (as such terms are defined in the Redevelopment Agreement); and

WHEREAS, The Project has been delayed and is not anticipated to be completed or to receive the Certificate until early 2025; and

WHEREAS, The Wilson Yard Redevelopment Area is set to expire on December 31, 2025, thereby leaving insufficient time under the Redevelopment Agreement to make the

scheduled second payment of \$1,800,000 from the Wilson Yard Redevelopment Area TIF Fund; and

WHEREAS, The Developer and the City desire to amend the proposed Redevelopment Agreement to allow the full \$5,800,000 be disbursed upon the issuance of the Certificate; and

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

WHEREAS, In order to adjust the payment schedule, 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)

*Chicago Cooperative Redevelopment Agreement With Chicago Cooperative,  
Doing Business As Chicago Market.*

This Chicago Cooperative Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Chicago Cooperative, an Illinois corporation d/b/a Chicago Market – a Community Co-op (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: Under ordinances adopted on June 27, 2001 and published in the Journal of Proceedings of the City Council of the City of Chicago (the "Journal") for such date at pages 62341 to 62451 thereof, 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 "City Council") of the City: (i) approved a redevelopment plan and project (the "Original Plan") for a portion of the City known as the "Wilson Yard Redevelopment Project Area" (the "Original

Area”) (the “Plan Ordinance”); (ii) designated the Original Area as a “redevelopment project area” within the requirements of the Act (the “Designation Ordinance”); and (iii) adopted tax increment financing for the Original Area (the “Adoption Ordinance” and, together with the Plan Ordinance and the Designation Ordinance, collectively, the “Original TIF Ordinances”).

The Original Plan was amended by the City Council under an ordinance (“Amending Ordinance #1”) adopted on November 18, 2009 and published in the Journal for such date at pages 74053 to 74131 thereof (“Plan Amendment #1”).

The Original Plan, as amended by Plan Amendment #1, was further amended, and the Original Area was amended, all under an ordinance (“Amending Ordinance #2”) adopted on February 10, 2010 and published in the Journal for such date at pages 83890 to 83990 thereof (“Plan Amendment #2 and Area Amendment #1”) (the Original Plan, the Plan Amendment #1 and the Plan Amendment #2, collectively, the “TIF Plan”) (the Original Area and the Area Amendment #1, collectively, the “Redevelopment Area”) (the Original TIF Ordinances, the Amending Ordinance #1 and the Amending Ordinance #2, collectively, the “TIF Ordinances”).

D. The Project: Developer has a lease with the Chicago Transit Authority for a certain property located within the Redevelopment Area at 4620 North Broadway, Chicago, Illinois 60640 and legally described on Exhibit B hereto (the “Property”), and its improvement consisting of a currently-vacant building (the “Building”) known as the historic Gerber Building at the Wilson Red Line stop in Uptown and, within the time frames set forth in Section 3.01 hereof, shall rehabilitate the Building into an approximately 18,237 square foot full-service grocery store (13,000 square feet main floor, a basement with close to 5,000 square feet, and a 44-space parking lot) (the “Facility”) thereon. 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.” Ancillary to the Project, the Developer shall employ 71 new full time equivalent employees at the Facility. 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 Redevelopment Plan.

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

SECTION 2. DEFINITIONS

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

“Act” shall have the meaning set forth in the Recitals hereof.

“Acquisition” shall have the meaning set forth in the Recitals hereof.

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

“Annual Compliance Report” shall mean a signed report from Developer to the City (a) itemizing each of Developer’s obligations under the Agreement during the preceding calendar year, (b) certifying Developer’s compliance or noncompliance with such obligations, (c) attaching evidence (whether or not previously submitted to the City) of such compliance or noncompliance

and (d) certifying that Developer is not in default with respect to any provision of the Agreement, the agreements evidencing the Lender Financing, if any, or any related agreements; provided, that the obligations to be covered by the Annual Compliance Report shall include the following: (1) compliance with the operations covenant (Section 8.06); (2) compliance with the jobs covenant and a jobs report (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); Community Benefits compliance (Section 8.24).

“Available Incremental Taxes” shall mean an amount equal to the Incremental Taxes in the TIF Fund from time to time, as adjusted to reflect the amount of the TIF District Administration Fee described in Section 4.05 hereof.

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

“Certificate” shall mean the Certificate of Completion of Rehabilitation described in Section 7.01 hereof.

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

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

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

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

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

“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 on paper or via the City’s online submission process.

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

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

“Environmental Laws” shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

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

“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 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 Materials” shall mean any toxic substance, hazardous substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such



in (or for the purposes of) any Environmental Law, or any pollutant or contaminant, and shall include, but not be limited to, petroleum (including crude oil), any radioactive material or by-product material, polychlorinated biphenyls and asbestos in any form or condition.

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

“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.

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

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

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

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

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

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

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

“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.

“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.

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

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

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

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

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

“Survey” shall mean a plat of survey in the most recently revised form of ALTA/ACSM land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, effective February 23, 2021, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

“Term of the Agreement” shall mean the period of time commencing on the Closing Date and ending on the 10-year anniversary of the date of the Certificate, subject to extension(s) pursuant to Section 15.03 (Cure 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 [\_\_\_\_\_].

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

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

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

### SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence rehabilitation no later than 30 days after the Closing Date; and (ii) complete rehabilitation and conduct business operations therein no later than the 18-month anniversary of the Closing Date.

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

3.03 Project Budget. Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than \$10,666,608. Developer hereby certifies to the City that 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. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07 hereof; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Project by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of the Project to a use other than as described in Recital D to this Agreement; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget for the Project of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement). The Construction Contract, and each contract between the General Contractor and any subcontractor, shall contain a provision to this effect. An approved Change Order shall not be deemed to imply any obligation on the part of the City to increase the amount of City Funds which the City has pledged pursuant to this Agreement or provide any other additional assistance to Developer. Notwithstanding anything to the contrary in this Section 3.04, Change Orders other than those set forth above do not require DPD's prior written approval as set forth in this Section 3.04, but DPD shall be notified in writing of all such Change Orders within 10 business days after the execution of such Change Order and Developer, in connection with such notice, shall identify to DPD the source of funding therefor.

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

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

3.07 Progress Reports and Survey Updates. Developer shall provide DPD with written 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.

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 pursuant to the Escrow Agreement, provided, however, that to the extent there is any disagreement between DPD's inspecting architect and the Lender's inspecting architect, DPD agrees to defer to the Lender's inspecting 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 sign may also name other financing sources for the Project. 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 \$10,666,608 ("Total Project Costs"), 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>Section 4.06</u> )	\$953,516
Lender Financing	\$3,913,092
City Funds (subject to <u>Section 4.03</u> )	\$5,800,000
ESTIMATED TOTAL	\$10,666,608

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. 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 City funds from the sources and in the amounts described directly below (the “City Funds”) to pay for or reimburse Developer for the costs of the TIF-Funded Improvements:

<u>Source of City Funds</u>	<u>Maximum Amount</u>
Available Incremental Taxes	\$5,800,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of \$5,800,000, or 54.4 %, of the actual total Project costs; and

provided, however, that if the Total Project Costs do not exceed \$10,666,608, then the maximum amount of City Funds shall be reduced dollar-for-dollar;

provided, however, that if a default occurs under Section 8.25 hereof, the City shall have the right to reduce the total amount of the City Funds by \$250,000; and

provided further, that the City Funds to be derived from Available Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Available Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

Developer acknowledges and agrees that the City’s obligation to pay for TIF-Funded Improvements is contingent upon the fulfillment of the conditions set forth above. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately.

(c) Disbursements of City Funds. Subject to reductions in amounts pursuant to the operation of other portions of this Agreement, the City shall commence paying City Funds, in a lump sum amount, to Developer as reimbursement for any TIF-Funded Improvements incurred by

Developer, pursuant to the following schedule; provided, however, that the payment of City Funds is expressly contingent upon DPD having first received, along with the Requisition Form, documentation satisfactory in form and substance to DPD evidencing Developer’s compliance with the applicable operation covenant and jobs report then due, as set forth in Section 8.06 hereof.

Date of Payment:	Maximum Amount of Each Payment
<i>First Payment:</i>  Following the issuance of the Certificate	\$5,800,000

4.04 Requisition Form. To request each payment above, the Developer shall file a Requisition Form with DPD.

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

(a) Prior Disbursements. 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) TIF District Administration Fee. Annually, the City may allocate an amount (the “TIF District Administration Fee”) not to exceed five percent (5%) of the Incremental Taxes for payment of costs incurred by the City for the administration and monitoring of the Redevelopment Area, including the Project. Such fee shall be in addition to and shall not be deducted from or considered a part of the City Funds, and the City shall have the right to receive such funds prior to any payment of City Funds hereunder.

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

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 costs, 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 Conditional Grant. The City Funds being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Funds are subject to being reimbursed by Developer to the City, in whole or in part, pursuant to the terms of Section 15.02 hereof.

4.08 Cost of Issuance. Developer shall be responsible for paying all costs relating to the issuance of the opinion described in Section 5.09(b) 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 a final building permit and all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation, and has submitted evidence thereof to DPD.

5.04 Financing. Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity set forth in Section 4.01 to complete the Project. Any liens against the Property in existence at the Closing Date shall 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 Cook County Clerk.

5.05 Evidence of Lease. On the Closing Date, Developer has furnished the City with a copy of the lease for the Property and a title policy evidencing Developer's leasehold interest in the Property (the "Title Policy"). Developer has provided to DPD, on or prior to the Closing Date, 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: “Chicago Market - A Community Co-op”) showing no liens against Developer, the Property or any fixtures now or hereafter affixed thereto, except for the Permitted Liens:

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

5.07 Surveys. Developer has furnished the City with a copy of the Survey.

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

5.09 Opinion of Developer’s Counsel. 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 8.06.

5.13 Environmental. [intentionally omitted]

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

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

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

## SECTION 6. AGREEMENTS WITH CONTRACTORS

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

(b) If, prior to entering into an agreement with a General Contractor for construction of the Project, Developer does not solicit bids pursuant to Section 6.01(a) hereof, then the fee of the General Contractor proposed to be paid out of City Funds shall not exceed 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:

- (a) completion of the rehabilitation of the Project,
- (b) the receipt by Developer of a Certificate of Occupancy,
- (c) the commencement of full-service grocery store operations within the Facility,
- (d) issuance by DPD's construction compliance division of a closeout letter showing compliance with MBE and WBE, prevailing wage, and City Residency,
- (e) evidence acceptable to DPD that the Project has complied with the Chicago Sustainable Development Policy,

(f) evidence that Developer has incurred Total Project Costs that equal or exceed \$10,666,608, and

(g) evidence that Developer has incurred TIF-Funded Improvements that equal or exceed the amount of City Funds,

all in accordance with the terms of this Agreement and after the final disbursement from the Escrow, 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.

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

Those covenants specifically described at Sections 8.02, and 18.14 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.

7.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, then the City has, but shall not be limited to, the right to terminate this Agreement and cease all disbursement of City Funds not yet disbursed pursuant hereto; and the right to seek reimbursement of the City Funds from the Developer.

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

## SECTION 8. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER.

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

(a) Developer is an Illinois corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its

activities or properties, such qualification or license is required;

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

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

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Developer has acquired and maintained a leasehold on the Property (and all improvements thereon) free and clear of all liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof);

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

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

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

(h) Developer is not in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which Developer is a party or by which Developer is bound, the Financial Statements are, and when hereafter required to be submitted will be, complete, correct in all material respects and accurately present the assets, liabilities, results of operations and financial condition of Developer, and there has been no material adverse change in the assets, liabilities, results of operations or financial condition of Developer since the date of Developer's most recent Financial Statements;

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

provided that the City expressly consents to the Lender Financing and Equity and all guarantees, indemnities, and obligations associated therewith;

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

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

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

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

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

(p) Developer understands that there is no assurance as to the amount or timing of receipt of City Funds;

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 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 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, the lender providing Lender Financing, 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 Aspirations and Retention; Operations Covenant. Developer aspires to create 71 full-time equivalent, permanent jobs on-site at the Project upon the commencement of business operations through and including the Term of the Agreement. Developer aspires to create



[ ] full-time equivalent construction jobs on-site at the Project during the rehabilitation of the Facility. As part of each Annual Compliance Report, Developer will prepare and submit to DPD a jobs report detailing (a) each employee's status as full-time or part-time, (b) ZIP code of primary residency for each employee, (c) total employment tenure in months, and (d) wages above or below the "Living Wage" rate as defined for that year. Developer's failure to reach the goals herein will not constitute an Event of Default.

Developer covenants and agrees to maintain a full-service grocery store within the Facility upon the commencement of business operations through and including the Term of the Agreement. This covenant is subject to special cure period provisions as set forth in Section 15.03 hereof.

8.07 Employment Opportunity. Developer covenants and agrees to abide by, and contractually obligate and use reasonable efforts to cause the General Contractor and each subcontractor to abide by the terms set forth in Section 10 hereof.

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 fiscal year and each fiscal year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

8.14 Insurance. Developer, at its own expense, shall comply with all provisions of Section 12 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 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 or may create a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances (except for those assessed by foreign nations, states other than the State of Illinois, counties of the State other than Cook County, and municipalities other than the City) relating to Developer, the Property or the Project including but not limited to Leasehold 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 Leasehold Taxes applicable to the Property is limited as provided for in Section 8.19(c) below; provided, that such Leasehold 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.

8.20 Annual Compliance Reports. Developer shall submit to DPD an Annual Compliance Report beginning on the one-year anniversary of the date of issuance of the Certificate and continuing annually on each one-year anniversary thereafter throughout the Term of the Agreement.

Developer's failure to submit an Annual Compliance Report within 60 days after its due date shall incur liquidated damages (not a penalty) from Developer to DPD of \$10,000 per occurrence, payable immediately.

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 LEED Certification. [intentionally omitted]

8.23. FOIA and Local Records Act Compliance.

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

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

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

8.24 Community Benefits. [Subject to further revision] Developer covenants to create and operate at the Facility during the Term of the Agreement:

A food access program that will make shopping at Chicago Market more affordable to low-income households by offering a substantial standing discount on most items and services to those who demonstrate financial need through use of qualifying food assistance programs such as SNAP or WIC. Such a program shall exist from day one of operations and shall be continuous for the term of this agreement. Annual Compliance Report will document existence of food access program for prior year.

A grant program for target populations that demonstrate need or circumstances that will provide the benefits of Co-op Ownership at no out-of-pocket cost to the grantee. Grant equity could be used for life, never expiring. Grantees not only get the power of the vote and access to our array of programs, including substantial savings on food, but would also have priority, often free, access to our classes and programs for their households. Grants shall be made such that the total number of grants issued shall number 100 by the end of year one of operation, with the total target number increasing by 15% per year for the

subsequent 9 years of operation. (Year 2 total 115, Year 3 total 132, Year 4 total 152, and so forth)

Chicago Market Kitchen Classroom and Studio - The Kitchen Classroom will be located within Chicago Market. The space will allow 20+ participants for classes and presentations, support/interest group sessions, demonstrations, meetings, trainings, and more. The Chicago Market Kitchen will allow chefs and instructors to provide a wide array of classes, including cooking classes, instruction on the food system, special dietary needs classes, connections with farmers and other Chicago Market purveyors, and food policies that can affect everyone in the community. Beyond classes, the space will be used for interest and support groups, community gatherings, demonstrations promoting local produce, lunchtime general seating, and other functions. Of note, free programming specific to at-risk youth and at-risk adult populations will be offered. An average of not less than 48 classes/events per year - with no charge or at least 10% of class participation being available via free of charge scholarship - shall be hosted by the co-op.

8.25 Sustainable Development Policy. Within one year of the date of the issuance of the Certificate, Developer must provide evidence satisfactory to DPD that the Project has complied with DPD's Sustainable Development Policy.

If a default occurs under DPD's Sustainable Development Policy requirement, the City shall have the right to reduce the amount of the TIF Funds by \$250,000.

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.

8.27 Increment and Rate of Return Reporting. Developer agrees to report the increment projected to be created by the Project at the Closing Date. Developer agrees to report the increment to date created by the Project. Developer agrees to report the Project's rate of return. Rate of return report to be independently verified by a third party chosen by the City.

8.28 Job Readiness Program. Developer and its major tenants, if applicable, shall undertake a job readiness program to work with the City, through the Mayor's Office of Workforce Development, to participate in job training programs to provide job applicants for the jobs created by the Project and the operation of Developer's business on the Property.

## 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 rehabilitation of the Facility:

(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 contracts and subcontracts related to the construction of 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, Developer shall contractually obligate the General Contractor to agree that, during the Project:



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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720 of the 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 of the Municipal Code, Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the 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 performance regarding 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 of the 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 of the Municipal Code, as applicable.

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

#### SECTION 11. ENVIRONMENTAL MATTERS

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

Without limiting any other provisions hereof, Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City as a direct or indirect result of any of the following, regardless of whether or not caused by, or within the control of Developer: (i) the presence of any Hazardous Material on or under, or the escape, seepage, leakage, spillage, emission, discharge or release of any Hazardous Material from (A) all or any portion of the Property or (B) any other real property in which Developer, or any person directly or indirectly controlling, controlled by or under common control with Developer, holds any estate or interest whatsoever (including, without limitation, any property owned by a land trust in which the beneficial interest is owned, in whole or in part, by Developer), or (ii) any liens against the Property permitted or imposed by any Environmental Laws, or any actual or asserted liability or obligation of the City or Developer or any of its Affiliates under any Environmental Laws relating to the Property.

#### SECTION 12. INSURANCE

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

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

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

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

(c) Post Construction:

All Risk Property Insurance at replacement value of the property to protect against loss of, damage to, or destruction of the building/facility. The City is to be named as an additional insured and 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 "Indemnites") harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (and including without limitation, the reasonable fees and disbursements of counsel for such Indemnites in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnites shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnites in 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 Indemnites or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

## SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

## SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

(e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter



existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

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

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

(k) prior to the expiration of the Term of the Agreement, the sale or transfer of a majority of the ownership interests of Developer without the prior written consent of the City; 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 having a direct or indirect beneficial interest (including ownership) in excess of 10% of Developer.

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to damages, injunctive relief or the

specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds.

In addition to the remedies listed in the prior paragraph, the City shall have liquidated damages remedies for Developer's failure to timely submit a completed Annual Compliance Report as set forth in Section 8.20 hereof.

For a Developer failure to comply with Section 8.25 hereof, the City may reduce City Funds by \$250,000.

15.03 Cure 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 Developer shall be entitled to not to exceed two, non-consecutive, one-year cure periods for a default of the operations covenant set forth in Section 8.06, provided, however, that any year during which an operations covenant default occurs shall extend the Term of this Agreement by one year, and further provided that payment of any City Funds otherwise due to Developer during a cure year shall be suspended until the cure period has ended.

#### 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 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) 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) teletype 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

**With Copies To:**

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

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 90 days.

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

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

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

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

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

18.07 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any

relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

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

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

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

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

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

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

18.14 No Assignment; No Transfer. **Notwithstanding anything in this Agreement to the contrary, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part.** This covenant runs with the land.

Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement

in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

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

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

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

that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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.

Chicago Cooperative, an Illinois not-for-profit corporation  
d/b/a Chicago Market – a Community Co-op

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Ciere Boatright, Commissioner

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Chicago Cooperative, an Illinois not-for-profit corporation d/b/a Chicago Market – a Community Co-op (the “Developer”), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Board of Directors of Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Ciere Boatright, 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 she signed, sealed, and delivered said instrument pursuant to the authority given to her by the City, as 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 \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

[(Sub)Exhibits “A”, “D”, “E”, “F”, “I”, “K”, “M” and “O” referred to in this Chicago Cooperative Redevelopment Agreement intentionally omitted.]

(Sub)Exhibits “B”, “C”, “G”, “H-1”, “H-2”, “J”, “L” and “N” referred to in this Chicago Cooperative Redevelopment Agreement read as follows:



*(Sub)Exhibit "B".*  
 (To Chicago Cooperative Redevelopment Agreement)  
*Property.*

## Address:

4620 North Broadway  
 Chicago, Illinois.

## Property Index Number:

14-17-500-006-0000.

*(Sub)Exhibit "C".*  
 (To Chicago Cooperative Redevelopment Agreement)  
*TIF-Funded Improvements.*

Line Item	Cost
Acquisition Costs	\$ 0
Hard Costs	
Building Rehabilitation	\$4,481,639
Hard Cost Contingency	407,401
Total Hard Costs:	\$4,889,040
Soft Costs/Fees	
Architecture and Engineering	\$ 924,776
Soft Cost Contingency	0
Total Soft Costs:	\$ 924,776
Total*:	\$5,813,816

---

\* Notwithstanding the total of TIF-Funded Improvements incurred by Developer, 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 \$5,800,000 or 54.4 percent of the Project Budget.

*(Sub)Exhibit "G".*  
(To Chicago Cooperative Redevelopment Agreement)

*Permitted Liens.*

1. Liens Or Encumbrances Against The Property:

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

2. Liens Or Encumbrances Against Developer Or The Project, Other Than Liens Against The Property, If Any:

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

*(Sub)Exhibit "H-1".*  
(To Chicago Cooperative Redevelopment Agreement)

*Project Budget.*

	Project Budget
Acquisition	\$ --
Hard Costs	
Site Preparation/Excavation	\$ --
Site Utilities Related Excavation	--
Building Construction	4,481,638.72
Plumbing/FP	--
Electrical	--
HVAC	--
Other Hard Costs	--
Other Hard Costs	--
Other FF&E	\$ 2,727,525.00
General Conditions	370,000.00
CM Fee	--
Hard Cost Contingency	1,162,973.96
Total Hard Costs:	\$ 8,742,137.68

Soft Costs/Fees	
Architecture and Engineering	\$ 989,471.00
Environmental Remediation	--
Survey/Title/Appraisal	--
Bridge Loan Interest	--
Construction Interest	935,000.00
Permits	--
Other Soft Costs	--
Other Soft Costs	--
Soft Cost Contingency	--
Total Soft Costs:	\$ 1,924,471.00
Total:	\$10,666,608.68

*(Sub)Exhibit "H-2".*  
 (To Chicago Cooperative Redevelopment Agreement)  
*MBE/WBE Budget.*

Hard Costs

Building Construction	\$4,481,639
FF&E	2,727,525
Hard Cost Contingency	1,162,974
Total Hard Costs:	\$8,372,138
Total:	\$8,372,138
Project MBE Total at 26 percent	\$2,176,755
Project WBE Total at 6 percent	\$ 502,328

(Sub)Exhibit "J".  
(To Chicago Cooperative Redevelopment Agreement)

Opinion Of Developer's Counsel.

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

\_\_\_\_\_

City of Chicago  
121 North LaSalle Street  
Chicago, Illinois 60602

Attention: Corporation Counsel

Ladies and Gentlemen:

We have acted as counsel to \_\_\_\_\_, an [Illinois] \_\_\_\_\_ (the "Developer"), in connection with the purchase of certain land and the construction of certain facilities thereon located in the \_\_\_\_\_ Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

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

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

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

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

In addition to the foregoing, we have examined:

(a) the original or certified, conformed or photostatic copies of Developer's (i) Articles of Incorporation, as amended to date, (ii) qualifications to do business and certificates of good standing in all states in which Developer is qualified to do business, (iii) Bylaws, as amended to date, and (iv) records of all corporate proceedings relating to the Project [revise if Developer is not a corporation]; and

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

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

Based on the foregoing, it is our opinion that:

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

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

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

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

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

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

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

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

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

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

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



B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Funded Improvements for the Project reimbursed by the City to date:

\$ \_\_\_\_\_

C. Developer requests reimbursement for the following cost of TIF-Funded Improvements:

\$ \_\_\_\_\_

D. None of the costs referenced in paragraph C above have been previously reimbursed by the City.

E. Developer hereby certifies to the City that, as of the date hereof:

1. Except as described in the attached certificate, the representations and warranties contained in the Agreement are true and correct and Developer is in compliance with all applicable covenants contained herein.

2. No Event of Default or condition or event which, with the giving of notice or passage of time or both, would constitute an Event of Default, exists or has occurred.

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

[Developer]

By: \_\_\_\_\_  
Name

Title: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_

My commission expires: \_\_\_\_\_



Agreed and Accepted:

\_\_\_\_\_  
Name

Title: \_\_\_\_\_

City of Chicago  
Department of Planning and Development

*(Sub)Exhibit "N".*  
(To Chicago Cooperative Redevelopment Agreement)  
*Form Of Subordination Agreement.*

This Subordination Agreement ("Agreement") is made and entered into as of the day of \_\_\_\_\_, \_\_\_\_\_ between the City of Chicago by and through its Department of Planning and Development (the "City"), [Name Lender], a [national banking association] (the "Lender").

*Witnesseth:*

Whereas, [identify Developer, Project and Property]; and

Whereas, [list financing and security documents] (all such agreements referred to above and otherwise relating to the Loan referred to herein collectively as the "Loan Documents"); and

Whereas, Developer desires to enter into a certain Redevelopment Agreement dated the date hereof with the City in order to obtain additional financing for the Project (the "Redevelopment Agreement", referred to herein along with various other agreements and documents related thereto as the "City Agreements"); and

Whereas, Pursuant to the Redevelopment Agreement, Developer will agree to be bound by certain covenants expressly running with the Property, as set forth in Sections 8.02, 8.19 and 18.14 of the Redevelopment Agreement (the "City Encumbrances"); and

Whereas, The City has agreed to enter into the Redevelopment Agreement with Developer as of the date hereof, subject, among other things, to (a) the execution by Developer of the Redevelopment Agreement and the recording thereof as an encumbrance against the Property; and (b) the agreement by the Lender to subordinate their respective liens under the Loan Documents to the City Encumbrances;

Now, Therefore, For good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Lender and the City agree as hereinafter set forth:

1. Subordination. All rights, interests and claims of the Lender in the Property pursuant to the Loan Documents are and shall be subject and subordinate to the City Encumbrances. In all other respects, the Redevelopment Agreement shall be subject and subordinate to the Loan Documents. Nothing herein, however, shall be deemed to limit the Lender's right to receive, and Developer's ability to make, payments and prepayments of principal and interest on the Note, or to exercise its rights pursuant to the Loan Documents except as provided herein.

2. Notice Of Default. The Lender shall use reasonable efforts to give to the City, and the City shall use reasonable efforts to give to the Lender, (a) copies of any notices of default which it may give to Developer with respect to the Project pursuant to the Loan Documents or the City Agreements, respectively, and (b) copies of waivers, if any, of Developer's default in connection therewith. Under no circumstances shall Developer or any third party be entitled to rely upon the Agreement provided for herein.

3. Waivers. No waiver shall be deemed to be made by the City or the Lender of any of their respective rights hereunder, unless the same shall be in writing, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the City or the Lender in any other respect at any other time.

4. Governing Law; Binding Effect. This Agreement shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the internal laws and decisions of the State of Illinois, without regard to its conflict of laws principles, and shall be binding upon and inure to the benefit of the respective successors and assigns of the City and the Lender.

5. Section Titles; Plurals. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto. The singular form of any word used in this Agreement shall include the plural form.

6. Notices. Any notice required hereunder shall be in writing and addressed to the party to be notified as follows:

If To The City:

City of Chicago  
Department of Planning and Development  
121 North LaSalle Street, Room 1000  
Chicago, Illinois 60602  
Attention: Commissioner

If To Developer:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

with copies to:

City of Chicago  
Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attention: Finance and  
Economic Development Division

with copies to:

\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

or to such other address as either party may designate for itself by notice. Notice shall be deemed to have been duly given: (i) if delivered personally or otherwise actually received; (ii) if sent by overnight delivery service; (iii) if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested; or (iv) if sent by facsimile with facsimile confirmation of receipt (with duplicate notice sent by United States mail as provided above). Notice mailed as provided in clause (iii) above shall be effective upon the expiration of three (3) business days after its deposit in the United States mail. Notice given in any other manner described in this paragraph shall be effective upon receipt by the addressee thereof; provided, however, that if any notice is tendered to an addressee and delivery thereof is refused by such addressee, such notice shall be effective upon such tender.

7. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one instrument.

In Witness Whereof, This Subordination Agreement has been signed as of the date first written above.

[Lender], [a national banking association]

By: \_\_\_\_\_

Its: \_\_\_\_\_



State of Illinois )  
                          ) SS.  
County of Cook )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid,  
Do Hereby Certify That \_\_\_\_\_, personally known to me to be the  
\_\_\_\_\_ of [Lender], a \_\_\_\_\_, and personally known to me to  
be the same person whose name is subscribed to the foregoing instrument, appeared before  
me this day in person and acknowledged that he/she signed, sealed and delivered said  
instrument, pursuant to the authority given to him/her by Lender, as his/her free and  
voluntary act and as the free and voluntary act of the Lender, for the uses and purposes  
therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(Seal)

\_\_\_\_\_

**EXECUTION OF AMENDED REDEVELOPMENT AGREEMENT WITH PORTAGE  
PARK CAPITAL LLC FOR PROVISION OF TAX INCREMENT FINANCING  
ASSISTANCE FUNDS FOR CONSTRUCTION OF PROJECT AND RELATED  
IMPROVEMENTS AT 3611 -- 3657 N. CENTRAL AVE.**

[O2024-0007876]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning an amendment to the Redevelopment Agreement with Portage Park Capital LLC for the provision of Tax Increment Financing (TIF) funds for construction of the project and related improvements at 3657 North Central Avenue, located in the 30<sup>th</sup> Ward (O2024-0007876), 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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, As a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois, the City of Chicago (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; and

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

WHEREAS, Pursuant to an ordinance adopted by the City Council ("City Council") of the City of Chicago (the "City") on January 12, 2000 and published at pages 22590 to 22710 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") of such date, a certain redevelopment plan and project (the "Original Belmont/Central Plan and Project") for the Belmont/Central 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 January 12, 2000 and published at pages 22709 to 22725 of the *Journal* of such date, the Belmont/Central Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on January 12, 2000 (the "Belmont/Central TIF Ordinance") and published at pages 22724 to 22740 of the *Journal* of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs, as defined in the Act, incurred pursuant to the Belmont/Central Plan and Project (as defined herein) and directed that the allocation of ad valorem taxes arising from levies by taxing districts upon the taxable real property in the Belmont/Central Area and tax rates be divided in accordance with the Act and as described in the Belmont/Central TIF Ordinance; and

WHEREAS, The Original Belmont/Central Plan and Project has been amended by ordinances adopted on May 17, 2000 (the "Revised Plan"), July 6, 2011 (the "First Amendment") and October 14, 2015 (the "Second Amendment"); and

WHEREAS, The Original Belmont/Central Plan and Project, as amended by the Revised Plan, the First Amendment and the Second Amendment, are together herein referred to as the "Belmont/Central Plan and Project"; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on May 20, 2020 and published at pages 16888 -- 16943 of the *Journal* (the "Authorizing Ordinance"), the City Council authorized the City to enter into a redevelopment agreement ("RDA") with Portage Park Capital LLC, an Illinois limited liability company ("the Developer") for the construction of a project to be located at 3611 -- 3657 North Central Avenue, Chicago, Illinois 60634.

WHEREAS, Subsequent to the adoption of the ordinance but prior to the execution of the RDA, the Developer has encountered a number of additional challenges that have caused changes to the nature and timing of the project and that require amendments to certain provisions of the form of RDA authorized by the ordinance; now, therefore,

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

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

SECTION 2. The form of RDA attached to the ordinance as Exhibit A is hereby amended, as follows:

(1) Recital G is replaced in its entirety with the following language:

"G. Authority For City To Execute Agreement. The City is authorized to execute and deliver the Agreement pursuant to that certain ordinance adopted by the City Council on May 20, 2020, and published in the *Journal* for said date at pages 16888 to 16943, inclusive, as amended by that certain ordinance adopted by the City Council on \_\_\_\_\_, 2024, and published in the *Journal* for said date at pages \_\_\_\_ to \_\_\_\_\_, inclusive (the "Agreement Authorization Ordinance")."

(2) Section 4.03(c) is replaced in its entirety with the following language:

(c) Subject to the terms and conditions of this Agreement, and after the delivery of each Requisition Form required by Section 4.04, payments shall be made from Incremental Taxes deposited in the TIF Fund, as follows:

(i) Project Cost Reimbursement. Incremental Taxes in the amount of \$2,458,497 (the "Development Cost Reimbursement") for Redevelopment Project Costs incurred and a maximum of \$841,503 for up to 30 percent of interest costs accrued and paid relating to the construction of the Project prior to the issuance of the Certificate of Completion (the "Interest Cost Reimbursement") shall be reimbursed upon the issuance of the Certificate of Completion, subject to the limitations described in Section 4.03(c)(iii). Compounded interest will not be considered an eligible cost for calculating the Interest Cost Reimbursement.

(ii) Additional Interest Cost Reimbursement. If the combined total of the Development Cost Reimbursement and the Interest Cost Reimbursement disbursed to Developer at the Certificate of Completion is less than \$3,300,000, then the City also will reimburse, subject to the limitations described in Section 4.03(c)(iii), the Developer for up to 30 percent of interest costs accrued and paid relating to the construction of the Project from the date the Certificate of Completion is issued through December 31, 2024 (the "Additional Interest Cost Reimbursement"). Compounded interest will not be considered an eligible cost for calculating the Additional Interest Cost Reimbursement.

(iii) Limitations On Reimbursements. In no event shall the Development Cost Reimbursement, the Interest Cost Reimbursement and the Additional Interest Cost Reimbursement, if any, together exceed \$3,300,000. In addition, if the Certified Final Project Cost is less than \$12,473,038, then the maximum amount of City Funds shall be reduced on a dollar-for-dollar basis. Further, if the Developer fails to meet the sustainability requirements described in Section 8.23, the total amount of City Funds shall be reduced by \$250,000.

(3) Section 4.04 is replaced in its entirety with the following language:

4.04 Requisition Form. At the time the Developer issues its written request for the Certificate of Completion to DPD, and prior to December 31, 2024 in regard to the Additional Interest Cost Reimbursement, if any, Developer shall provide DPD with a Requisition Form (in a form required by DPD), along with the documentation described therein. Requisition for the Additional Interest Cost Reimbursement shall not be made more than one time. At the request of DPD, Developer shall meet with DPD to discuss the Requisition Form(s) previously delivered.



SECTION 3. The Commissioner of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Developer and the City in substantially the form attached to the Authorizing Ordinance, as amended by this ordinance (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

SECTION 4. 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.

---

LOAN RESTRUCTURING AGREEMENT WITH HALSTED LIMITED PARTNERSHIP  
RELATED TO ACQUISITION AND REHABILITATION OF BUILDING AT  
3600 -- 3616 N. HALSTED ST.

[O2024-0007870]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning the execution of a loan restructuring agreement with Halsted Limited Partnership for the property located at 3600 -- 3616 North Halsted Street in the 44<sup>th</sup> Ward (O2024-0007870), 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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City received from the United States Department of Housing and Urban Development ("HUD") an allocation of HOME Investment Partnerships Program (the "HOME Program") grant funds pursuant to the Cranston-Gonzalez National Affordable Housing Act, 42 USC Section 12701, et seq., which grant funds the City programmed for its Multi-Family Loan Program (the "Multi-Program Funds") whereby acquisition and rehabilitation loans were made available to owners of rental properties, and the Multi-Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, The City Council, pursuant to an ordinance enacted on March 13, 2013 and published at pages 47870 -- 47880 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date (the "First Ordinance"), authorized DOH to provide Multi-Program Funds in the amount of \$5,000,000 (the "Loan") to pay a portion of the costs of acquiring and rehabilitating an existing building (including the construction of an addition thereto) located on real property generally at 3600 -- 3616 North Halsted Street (the "Property", which was owned by the City immediately prior to closing on the Loan) containing approximately 79 studio and one-bedroom units together with common spaces, offices, parking and commercial spaces commonly known as "Town Hall Apartments" (the "Project"), as a multi-family housing development for senior citizens; and

WHEREAS, Halsted Limited Partnership, an Illinois limited partnership (the "Borrower"), the sole general partner of which is Halsted GP LLC, an Illinois limited liability company (the "General Partner"), the sole members of which General Partner are Heartland Housing, Inc., an Illinois not-for-profit corporation (the "Owner"), and Center on Halsted, an Illinois not-for-profit corporation ("COH"), owns the Property and the Project; and

WHEREAS, Pursuant to the First Ordinance and in connection with the Project, the City made the Loan in the principal amount of \$4,900,582 to the Borrower on April 29, 2013 with an interest rate of zero percent per annum, which Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated April 26, 2013 and recorded on April 29, 2013 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document Number 1311919067, made by the Borrower in favor of the City; and

WHEREAS, The City Council, pursuant to the First Ordinance, and in connection with the Project, also authorized, among other things, the following: (i) a conveyance of the Property by the City to Heartland Housing, Inc. ("HHI"), who caused the Property to be conveyed to the Owner immediately following the City's conveyance of the Property to "HHI"; and (ii) additional financing of approximately \$1,368,813 derived from the proceeds of the transfer of Illinois Affordable Housing Tax Credits (the "Donation Tax Credits"); and

WHEREAS, The Owner has met with certain financial difficulties, and the Borrower has requested that DOH consent to a proposed change to the Borrower's ownership structure that would replace the General Partner with Town Hall GP LLC, an Illinois limited liability company, of which COH is a member and FCC Town Hall GP LLC, an Illinois limited liability company, is the managing member (the "TH Managing Member"), and Full Circle Communities, Inc., an Illinois not-for-profit corporation, is the sole owner and managing member of the TH Managing Member (collectively, the "General Partner Replacement"); and

WHEREAS, DOH has approved a restructuring of the Project (the "Restructuring") in a manner which: (1) will not alter the principal amount of the Loan; (2) will not alter the interest rate on the principal balance of the Loan; (3) will not alter the maturity date of the Loan; (4) will not alter the repayment terms of the Loan; (5) will waive certain default interest and fees; and (6) will allow the General Partner Replacement (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 (collectively, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms as described herein. The Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Restructuring. The 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 Project, which do 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 the Owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Project Owner"), any legal entities which are direct owners in excess of 7.5 percent of the Project Owner which changed in connection with the Restructuring, and all legal entities who constitute the direct or indirect controlling parties of the Project Owner which changed in connection with the Restructuring (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 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. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project in connection with the Restructuring.

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

---

LOAN RESTRUCTURING AGREEMENT WITH HOLLYWOOD HOUSE LIMITED PARTNERSHIP RELATED TO ACQUISITION AND REHABILITATION OF BUILDING AT 5700 N. SHERIDAN RD.

[O2024-0007868]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred an ordinance concerning the execution of a loan restructuring agreement with Hollywood House Limited Partnership for the property located at 5700 North Sheridan Road in the 48<sup>th</sup> Ward (O2024-0007868), 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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, The City programmed Community Development Block Grant funds for its Multi-Family Loan Program (the "Multi-Program Funds") whereby acquisition and rehabilitation loans were made available to owners of rental properties, and the Multi-Program Funds are administered by the City's Department of Housing ("DOH"); and

WHEREAS, The City Council, pursuant to an ordinance enacted on September 10, 2008 and published at pages 36156 -- 36253 of the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date (the "First Ordinance"), authorized DOH to provide Multi-Program Funds in the amount of \$4,500,000 (the "Loan") to pay a portion of the costs of acquiring and rehabilitating Hollywood House Apartments (the "Project"), a multi-family housing development for senior citizens consisting of 197 residential dwelling units and commercial space in one building located at 5700 North Sheridan Road, in Chicago, Illinois (the "Property"); and

WHEREAS, The City Council, pursuant to the First Ordinance, also authorized DOH to provide tax increment financing funds for the Project in an amount up to \$4,000,000 and issue a tax increment allocation revenue obligation in a maximum principal amount up to \$5,900,000 (the "City TIF Note"); and

WHEREAS, Hollywood House Limited Partnership, an Illinois limited partnership (the "Borrower"), the sole general partner of which is Hollywood Sheridan Neighborhood Development Corp, NFP, an Illinois not-for-profit corporation (the "General Partner"), the sole member of which is Heartland Housing, Inc., an Illinois not-for-profit corporation (the "Owner"), owns the Property and the Project; and

WHEREAS, Pursuant to the First Ordinance and in connection with the Project, the City made the Loan in the principal amount of \$4,500,000 to the Borrower on December 1, 2008 with an interest rate of one percent per annum, which Loan is secured by, among other things, that certain Junior Mortgage, Security Agreement and Financing Statement dated December 1, 2008 and recorded on December 17, 2008 in the Office of the Recorder of Deeds of Cook County, Illinois (the "Recorder's Office") as Document Number 0835211109, made by the Borrower in favor of the City; and

WHEREAS, Pursuant to the First Ordinance and in connection with the Project, the City provided tax increment financing funds in amounts up to: (i) \$4,000,000 pursuant to the Hollywood House Apartments Redevelopment Agreement by and among the Borrower, the General Partner, the Owner and the City dated December 1, 2008 and recorded on December 17, 2008 in the Recorder's Office as Document Number 0925122081; and (ii) \$5,900,000 pursuant to the City TIF Note; and

WHEREAS, The City Council, pursuant to an ordinance adopted on June 3, 2009 and published at pages 63091 and 63092 of the *Journal* for such date (the "Second Ordinance"), authorized DOH to increase the principal amount of the Loan to \$4,873,741; and



WHEREAS, Pursuant to the Second Ordinance, the City and Borrower entered into that certain Amendment to City Loan Documents and Redevelopment Agreement, and Subordination Agreement dated September 8, 2009 to increase the principal amount of the Loan to \$4,873,741, among other things; and

WHEREAS, The Owner has met with certain financial difficulties, and the Borrower has requested that DOH consent to a proposed change to the Borrower's ownership structure that would replace the General Partner with FCC Hollywood House GP LLC, an Illinois limited liability company, of which Full Circle Communities, Inc., an Illinois not-for-profit corporation, is its sole member (the "General Partner Replacement"); and

WHEREAS, DOH has approved a restructuring of the Project (the "Restructuring") in a manner which: (1) will not alter the principal amount of the Loan; (2) will not alter the interest rate on the principal balance of the Loan; (3) will not alter the maturity date of the Loan; (4) will not alter the repayment terms of the Loan; (5) will waive certain default interest and fees; and (6) will allow the General Partner Replacement (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 (collectively, an "Authorized Officer"), are each hereby authorized, subject to approval by the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Restructuring which do not substantially modify the Material Terms as described herein. The Authorized Officer is hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Restructuring. The 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 Project, which do 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 the Owners of the Property as of the date following the date of the closing of the Restructuring (collectively, the "Project Owner"), any legal entities which are direct owners in excess of 7.5 percent of the Project Owner which changed in connection with the Restructuring, and all legal entities who constitute the direct or indirect controlling parties of the Project Owner (as determined by the Corporation Counsel), shall be required to provide to the City the document commonly known as the "Economic Disclosure Statement and Affidavit" (or any successor to such document) in connection with the Restructuring.

SECTION 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. Sections 2-44-080, 2-44-085, 2-44-090, 2-44-100 and 2-44-105 of the Municipal Code shall not apply to the Property or the Project in connection with the Restructuring.

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

---

SETTLEMENT AGREEMENT REGARDING CASE OF ESTATE OF  
ROSHAD MC INTOSH, DECEASED, BY CYNTHIA LANE, ADMINISTRATOR V.  
CITY OF CHICAGO, ET AL.

[Or2024-0008237]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*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: *Estate of Roshad McIntosh, deceased, by Cynthia Lane, administrator v. City of Chicago, et al.*, cited as Case Number 15 cv 1920 (N.D. Ill., Judge Rowland), in the amount of \$2,250,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with five (5) dissenting votes made by Alderpersons Conway, Quinn, O'Shea, Sposato and Reilly on March 18, 2024.

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, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Ramirez, Gutiérrez, Coleman, Moore, Curtis, Taylor, Mosley, Rodríguez, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Villegas, Mitts, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden -- 33.

*Nays* -- Alderpersons Hopkins, Beale, Chico, Lee, Quinn, Lopez, O'Shea, Tabares, Conway, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 15.

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: *Estate of Roshad McIntosh, deceased, by Cynthia Lane, administrator v. City of Chicago, et al.*, cited as Case Number 15 cv 1920 (N.D. Ill., Judge Rowland), in the amount of \$2,250,000.

---

SETTLEMENT AGREEMENT REGARDING CASE OF *RODRIGUEZ V. GUEVARA, ET AL.*

[Or2024-0008238]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*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: *Rodriguez v. Guevara, et al.*, cited as Case Number 18-cv-7951 (N.D. Ill., Judge Rowland), in the amount of \$5,500,000, 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 Curtis on March 18, 2024.

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, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Lee, Ramirez, Gutiérrez, Coleman, Moore, Taylor, Mosley, Rodríguez, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Knudsen, Lawson, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 36.

*Nays* -- Alderpersons Hopkins, Beale, Chico, Quinn, Lopez, Curtis, O'Shea, Tabares, Scott, Napolitano, Reilly, Gardiner -- 12.

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: *Rodriguez v. Guevara, et al.*, cited as Case Number 18-cv-7951 (N.D. Ill., Judge Rowland), in the amount of \$5,500,000.

---

SETTLEMENT AGREEMENT REGARDING CASE OF *NATHEN JONES, A MINOR, BY HIS GUARDIAN AND MOTHER, ERIKA BOYD V. CITY OF CHICAGO, ET AL.*  
[Or2024-0008240]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*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: *Nathen Jones, a minor, by his guardian and mother, Erika Boyd v. City of Chicago, et al.*, cited as Case Number 2022 L 001735 (Cir. Ct. Cook County), in the amount of \$45,000,000 (\$20,000,000 paid by the City and \$25,000,000 paid by the City's insurance), 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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Corporation Counsel is hereby authorized and directed to enter into and execute a settlement agreement in the following matter: *Nathen Jones, a minor, by his guardian and mother, Erika Boyd v. City of Chicago, et al.*, cited as Case Number 2022 L 001735 (Cir. Ct. Cook County), in the amount of \$45,000,000 (\$20,000,000 paid by the City and \$25,000,000 paid by the City's insurance).

---

PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2024-0008233]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the City Comptroller is authorized and directed to pay the following named claimants the respective amounts set opposite their names, said amount to be paid in full and final settlement of each claim on the date and location by type of claim as follows:

[List of claimants printed on pages 10114 and 10115  
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
<b>Claimant Type Desc: Property(7)</b>									
ADUKADAN	CARE VARGHESE T	3046 W. DEVON AVE	CHICAGO	IL	60659	12/11/2023	\$515.90	Claimant	3046 W. DEVON AVE.
ADUKADAN	CARE VARGHESE T	3046 W. DEVON AVE	CHICAGO	IL	60659	12/11/2023	\$64.10	DEPARTMENT OF REVENUE	3046 W. DEVON AVE.
BURNETT	BEVERLY	650 E. 101ST PLACE	CHICAGO	IL	60628	11/10/2023	\$250.00	Claimant	650 E. 101ST PLAGE
COLE	STEPHANIE	2121 S 24TH AVENUE	BROADVIEW	IL	60155	07/02/2023	\$300.00	Claimant	4305 W CULLERTON
		Number							
		Amount							
Total of Split Claims:		4	\$1,130.00						
<b>Claimant Type Desc: Vehicle(8)</b>									
AHERN	JOHN	111 E. CHESTNUT ST.	CHICAGO	IL	60611	11/04/2023	\$347.41	Claimant	2443 W. LAWRENCE AVE.
ALMEIDA	CESAR	5755 N CHRISTIANA AVE	CHICAGO	IL	60659	07/05/2023	\$31.50	DEPARTMENT OF REVENUE	5100 S LAKE SHORE DR
ARROYO	VERONICA	2900 N KILDARE	CHICAGO	IL	60641	10/03/2023	\$122.88	Claimant	4120 W DIVERSEY
ARROYO	VERONICA	2900 N KILDARE	CHICAGO	IL	60641	10/03/2023	\$35.00	DEPARTMENT OF REVENUE	4120 W DIVERSEY
CACCIOTTOLO	NEIL	3400 W 111TH STREET UNIT 600	CHICAGO	IL	60655	09/30/2023	\$251.14	Claimant	7300 S. CICERO AVE.
CARSON	TRACHON	7345 S SOUTH SHORE DRIVE UNIT 1905	CHICAGO	IL	60649	08/22/2022	\$153.92	Claimant	144 WEST 126TH PLAGE
CARSON	TRACHON	7345 S SOUTH SHORE DRIVE UNIT 1905	CHICAGO	IL	60649	08/22/2022	\$1,010.85	DEPARTMENT OF REVENUE	144 WEST 126TH PLAGE
CLAIBORNE	CLAUDETTE	8540 S. WOODLAWN AVE.	CHICAGO	IL	60619	10/25/2023	\$171.80	Claimant	7000 S STONY ISLAND AVE
CLARK	RINIKA	7742 S. KEDZIE #3	CHICAGO	IL	60652	05/18/2023	\$53.32	DEPARTMENT OF REVENUE	5200 N LAKE SHORE DR.
EASTER	PHYLLINIS	4800 S. CHICAGO BEACH DRIVE.	CHICAGO	IL	60615	12/09/2023	\$277.02	Claimant	1400 S. DUSABLE LAKE
EDWARDS	MARYANNA	7035 S INDIANA AVE	CHICAGO	IL	60637	07/20/2023	\$1,500.00	Claimant	7035 S INDIANA AVE
KRUEGER	AMIE	2850 W. 25TH ST	CHICAGO	IL	60623	06/11/2023	\$161.63	Claimant	2800 W 26TH ST
KRUEGER	AMIE	2850 W. 25TH ST	CHICAGO	IL	60623	05/11/2023	\$85.40	DEPARTMENT OF REVENUE	2800 W 26TH ST
LONTKA	CHARLOTTE	4018 W. 83RD ST.	CHICAGO	IL	60652	12/05/2023	\$125.13	Claimant	8451 S. PULASKI RD
LORENZO	LUIS	5415 N. MONT CLARE AVE.	CHICAGO	IL	60656	07/29/2023	\$530.80	Claimant	341 N. SACRAMENTO
MENHAGA	ROBERTO	5604 S KENNETH AVE	CHICAGO	IL	60629	09/18/2023	\$198.70	DEPARTMENT OF REVENUE	1500 S BAPTISTE DUSABLE
PELLEGRINI	SEAN	7830 W. NORTH AVE.	CHICAGO	IL	60707	09/30/2023	\$211.64	Claimant	1401 S. DAMEN AVE
RIEBMAN	ELLIOTT	2118 W BARRY AVE	CHICAGO	IL	60618	10/19/2023	\$168.34	Claimant	BELMONT AVE JUST WEST
ROWAN	TERRY	19817 TERRACE AVE.	LYNWOOD	IL	60411	11/21/2023	\$38.81	Claimant	1350 W. 99TH ST

Last Name	First Name	Address	City	State	Zip Code	DCL	Total Paid	Payee	Location of Accident
SOVELL	MEGHAN	4015 W PATTERSON AVE	CHICAGO	IL	60641	03/14/2023	\$156.32	Claimant	1800 S RUBLE
STOIA	PATRICK	130 N GARLAND CT APT 2502	CHICAGO	IL	60602	09/12/2023	\$274.86	Claimant	DUSBALE LK SHR DR
TALLIE	LUCIA	7329 S DAMEN AVE.	CHICAGO	IL	60636	11/02/2023	\$59.77	Claimant	750 W. 71ST STREET
TOGGLE	AVSO JOHNSON, B	P.O BOX 268992	OKLAHOMA CITY	OK	73126	04/29/2023	\$823.48	Claimant	1603 N LAKE SHORE DRIVE
WILLIAMS	LESLEY	2823 N LEAVITT APT 202	CHICAGO	IL	60618	06/30/2023	\$70.00	DEPARTMENT OF REVENUE	200 S DAMEN AVE
WILLIAMS	LESLEY	2823 N LEAVITT APT 202	CHICAGO	IL	60618	06/30/2023	\$228.04	Claimant	200 S DAMEN AVE
		Number	Amount						
Total of Split Claims:		25	\$7,087.76						
		Number	Amount						
Total of Split Claims:		29	\$8,217.76						

## ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY) PERMITS.

[Or2024-0008235]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Finance, to which was referred one (1) proposed order authorizing a charitable solicitation on the public way (tag day) permit for Misericordia, 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 March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said order as passed:

*Ordered*, That the Committee on Finance is hereby authorized and directed to issue a charitable solicitation (tag day) permit to the following organization:

- A. Misericordia  
April 24, 26 and 27, 2024 -- citywide.

This order shall take effect and be in force from and after its passage.

---

*Do Not Pass* -- CLAIMS FOR VARIOUS REFUNDS.

[CL2024-0008234]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2023.

*To the President and Members of the City Council:*

Your Committee on Finance, small claims division, to which was referred on February 17, 2021 and on subsequent dates, sundry claims for various refunds, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* the said claims for payment.

This recommendation was concurred in by a voice vote of the members of the committee, with no dissenting votes, on March 18, 2024.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

[List of denied claimants printed on page 10118 of this *Journal*.]



City Of Chicago  
**Denied Claims by Claim Name**

Denied Date: 03/20/2024

Claimant Name	Claimant Address	Incident Date	Introduced to City Council	Claim Number	Denial Reason
AKEX, WILLIAM		9/1/23 12:00 AM		2023370319	URT DENIED
ALBOR, NICOLAS		2/8/23 12:00 AM	04/19/2023	2023369947	NO RESPONSE AND STATUTE OF LIMITATION FOR FILING A DAMAGE PRIOR TO TOW ON CLAIMANT BUMPER
ALVAREZ, ANGELA		1/0/17/23 12:00 AM		2023370364	CITY OF CHICAGO NOT LIABLE
AMARO, ERENDIRA N		1/9/24 12:00 AM		2024370403	NO MATCHING ACCIDENT REPORTS FOR DSS VEHICLES PLEASE FILE WITH IDOT
BENNETT, WILLIE		2/1/21 12:00 AM	01/26/2022	2024370397	RECORDS INDICATE THAT THE DAMAGE CLAIMED WAS ON THE CLAIMANT DID NOT SEND IN PAID RECEIPTS FOR CLAIM TORT LIABILITY
BRASELTON, JESSALYNN L		1/29/24 12:00 AM		2023370379	NO RESPONSE. STATUTE OF LIMITATIONS FOR FILING A CLAIM
CUNNINGHAM, JASMINE M		7/15/23 12:00 AM	03/15/2023	2023369987	NO RESPONSE; RELEASE LTR HAS EXPIRED AND STATUTE OF MULTIPLE ATTEMPTS CLAIMANT NO RESPONSE
ESQUIVEL, AUDILIO G		9/1/23 12:00 AM	02/01/2023	2023369781	TORT LIABILITY
FORD, ALEXIS R		3/22/23 12:00 AM		2023370231	ALDRIDGE ELECTRIC INC.
GEICO A/S/O TAYLOR, KARIM		1/8/23 12:00 AM		2023370402	TORT LIABILITY
HILL, DEREK T		3/27/23 12:00 AM		2023370406	TORT LIABILITY
HOSKINS, LESLIE		4/26/23 12:00 AM		2023370408	TORT LIABILITY
HOSLETT, CRISTHA G		10/30/23 12:00 AM		2023370409	ILLINOIS DEPARTMENT OF TRANSPORTATION
JENKINS, FRITZGERALD		12/19/23 12:00 AM	05/31/2023	2024370410	NO RESPONSE
KOTZAMANIS, JAMES N		1/21/23 12:00 AM	04/19/2023	2023370150	NO RESPONSE AND STATUTE OF LIMITATION FOR FILING CITY NOT LIABLE
KURAN, MICHAEL		1/21/23 12:00 AM		2023369987	CITY OF CHICAGO NOT LIABLE
LIAC, JIAJIE		5/1/23 12:00 AM		2023370307	CROSS TOWN FIBER, LOMBARD ILLINOIS 60148
LOVETTE, GEORGE		1/21/23 12:00 AM		2023370298	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAVE EXPIRED.
MEYER, HARRY T		6/24/23 12:00 AM		2024370398	PEOPLES GAS
MINOR, HELMA L		1/07/22 12:00 AM		2023370028	CLAIM OVER \$2500
NORRIS, BRANDON		1/23/24 12:00 AM		2024370413	NOT A RESULT OF TREE MAINTENANCE, STORM OR WIND
OCHOA, ERIKA C		3/11/23 12:00 AM	04/19/2023	2023370375	STATUTE OF LIMITATIONS FOR FILING A CLAIM HAVE EXPIRED.
PARK, WON J		1/6/24 12:00 AM		2023370117	URT DENIED, CITY IS NOT RESPONSIBLE
PETERSON, CLAUDIA T		12/22/23 12:00 AM		2023370209	THE CITY OF CHICAGO IS NOT LIABLE
PHILLIPS, SHEILA M		10/14/23 12:00 AM		2022369942	CLAIM WAS FILED WITH LAW DEPT
PUTRIM, THOMAS G		3/4/23 12:00 AM	05/24/2023	2023370391	DAMAGE CLAIMED WAS ON THE VEHICLE PRIOR TO THE TOW
RAMIREZ, HECTOR O		6/10/23 12:00 AM		2024370414	CITY IS NOT LIABLE, THE DRIVER WAS PERFORMING NORMAL
SHOKUNBI, QUDUS		9/15/22 12:00 AM	03/15/2023	2022369984	URT DENIED CITY NOT LIABLE
SIMIC, JOVANKA		4/21/23 12:00 AM		2023370391	URT DENIED CITY NOT RESPONSIBLE
SOTO, LAZARO		9/18/22 12:00 AM	04/19/2023	2023370392	NO RESPONSE. STATUTE OF LIMITATIONS FOR FILING A CLAIM
STATE FARM A/S/O THOMPSON,		9/3/23 12:00 AM		2023370392	THE CITY OF CHICAGO IS NOT LIABLE
STATE FARM MUTUAL AUTO INS		1/19/24 12:00 AM		2024370414	CLAIM WAS FILED WITH LAW DEPT
STEFANSKI, NELLI		12/20/22 12:00 AM		2023370392	DAMAGE CLAIMED WAS ON THE VEHICLE PRIOR TO THE TOW
SZYMLA, KRZYSZTOF		2/9/23 12:00 AM	04/19/2023	2022369948	CITY IS NOT LIABLE, THE DRIVER WAS PERFORMING NORMAL
TAYLOR, CRAIG		1/26/23 12:00 AM	03/15/2023	2023369931	URT DENIED CITY NOT LIABLE
TOWNSEND, MELVIN		7/18/23 12:00 AM		2023369803	URT DENIED CITY NOT RESPONSIBLE
TRAYWICK, TRAYSHON T		1/26/23 12:00 AM		2023370264	NO RESPONSE. STATUTE OF LIMITATIONS FOR FILING A CLAIM
WANG, HUAN				2023370415	NO RESPONSE FROM CLAIMANT TORT LIABILITY

*Placed On File* -- JUDGMENT AND SETTLEMENT REPORT FOR MONTH OF FEBRUARY 2024.

[F2024-0008236]

The Committee on Finance submitted the following report:

CHICAGO, March 20, 2024.

*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 February 2024, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Place on File* the communication transmitted herewith.

This recommendation was concurred in by a voice vote of the members of the committee present, with no dissenting votes on March 18, 2024.

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.**

---

TECHNICAL SERVICES AGREEMENT WITH NATIONAL RENEWABLE ENERGY LABORATORY AT O'HARE INTERNATIONAL AIRPORT.

[O2024-0007861]

The Committee on Aviation submitted the following report:

CHICAGO, March 18, 2024.

*To the President and Members of the City Council:*

Your Committee on Aviation, for which a meeting was held on March 12, 2024, recommends passage of the ordinance authorizing the execution of a technical service agreement with National Renewable Energy Laboratory (O2024-0007861), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

A recommendation of *Do Pass* was concurred in by a voice vote of all committee members present, with no dissenting votes.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit 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

WHEREAS, The National Renewable Energy Laboratory (“NREL”) is the national laboratory of the United States Department of Energy which is solely dedicated to securing America’s energy future through renewable energy efficiency; and

WHEREAS, The Alliance for Sustainable Energy LLC (“Alliance”) is the management and operating contractor for NREL; and

WHEREAS, CDA is committed to implementing environmentally sustainable initiatives at O’Hare including seeking creative ways to reduce emissions and energy use, conserve water and natural resources, salvage and recycle materials, reduce waste, and educate passengers and the local community; and

WHEREAS, NREL advances the science and engineering of energy efficiency, sustainable transportation, and renewable power technologies and provides the knowledge to integrate and optimize energy systems for market adoption; and

WHEREAS, From time to time, CDA and Alliance, desire to enter into agreements pursuant to which Alliance will develop options for sustainable and efficient ways of generating energy for O’Hare; 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”), or a designee of the Commissioner, is each hereby authorized, with the approval of the City’s Corporation Counsel, to negotiate, execute and deliver with Alliance, or any successor or assignee of Alliance acting as the management and operating contractor for NREL: (1) technical services agreements substantially in the form attached as Exhibit A to this ordinance; and (2) such other documents, as needed, to develop options for sustainable and efficient ways of generating energy at O’Hare, including the allocation and expenditure of funds subject to appropriation therefore, as shall be necessary or advisable in connection with the implementation of such agreements, including any renewals thereto. Any such agreements may contain terms and conditions including provisions pursuant to which the City agrees to indemnify and hold harmless any party to such agreements.

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 immediately upon its passage and approval.

Exhibit “A” referred to in this ordinance reads as follows:

*Exhibit "A".*

**Technical Services Agreement.  
(No. TSA-YR-XXXXX)**

**Notice:** By signing this Agreement, the Sponsor acknowledges in advance that its entity name and the title and non-proprietary description of the project are available for public release by the Contractor without further notice.

**I. Parties to the Technical Services Agreement.**

Alliance for Sustainable Energy, LLC as Management and Operating (M&O) Contractor for the National Renewable Energy Laboratory ("Contractor" or "NREL"), under U.S. Department of Energy Contract No. DE-AC36-08GO28308, has been requested by the "Sponsor" to perform the services set forth in the Scope of Work below.

<b>Sponsor</b>		Contact name	
Address		Phone #	
		Email	

<b>Contractor</b>	Alliance for Sustainable Energy, LLC	Contact name	
Address	15013 Denver West Parkway	Phone #	
	Golden, CO 80401	Email	

**ii. Statement of Work.**

Pursuant to the Technical Services Agreement and subject to the attached terms and conditions, Contractor will assign a duly authorized employee to perform the work agreed to as follows:

<b>(a) Project Title:</b>			
<b>(b) Non-proprietary Description of Project:</b> [Insert a 1-2 sentence, non-proprietary description of the work to be performed.]			
<b>(c) Statement of Work:</b> [insert full statement of work or enter "See Appendix A"]			
Field of Use for potential license: N/A			
<b>(d) Deliverables:</b> [insert deliverables or enter "See Appendix A"]			
<b>(e) Period of Performance:</b>	months	<b>(g) Contractor Cost Estimate</b>	\$ 00.00
(not to exceed 36 months)		DOE Administrative Charge (3%)	\$ 00.00
<b>(f) Cost basis:</b> Labor hours and materials		<b>(h) TOTAL Cost Estimate</b>	\$ 00.00
		(not to exceed \$500,000)	
		Advance payment:	\$ 00.00

**III. Acceptance of Technical Services Agreement.**

**Sponsor Acceptance**

**Contractor Acceptance**

\_\_\_\_\_  
Signature Date  
Name:  
Title:

\_\_\_\_\_  
Signature Date  
Name:  
Title:

cc: Contracting Officer, DOE Golden Field Office

### Terms and Conditions for Technical Services Agreement

**ARTICLE I. Scope of Technical Services.** Subject to the following terms and conditions, Alliance for Sustainable Energy, LLC (herein also “Contractor” or “NREL”) agrees to provide Technical Services to the Sponsor in the defined work areas identified in the Scope of Work attached and incorporated herein. It is understood by the Parties that, except for the intellectual property provisions of this Agreement, Contractor is obligated to comply with the terms and conditions of the Department of Energy (herein also “DOE” or “Government”) M&O Contract when providing goods, services, products, processes, materials, or information to the Sponsor under this Agreement. The Parties understand that DOE has authorized the Contractor to use this Technical Services Agreement when appropriate and that the total cost to Sponsor will not exceed \$500,000.

**ARTICLE II. Term and Termination of Agreement.** The Contractor’s estimated period of performance for completion of the Scope of Work is the term of this Agreement. The term shall be effective as the later date of (1) the date on which this Agreement is signed by the last of the Parties thereto, or (2) the date on which the Contractor receives advance payment from the Sponsor and funds are allocated to this Agreement. This Agreement may be terminated, in whole or in any part, at any time by either Party, without liability, upon giving ten (10) days written notice to the other Party. In the event of termination, the Sponsor shall be responsible for the Contractor’s costs (including closeout costs) through the effective date of termination, but in no event shall the Sponsor’s cost responsibility exceed the total cost to the Sponsor as described in the Scope of Work.

**ARTICLE III. Costs.** The Contractor has no obligation to continue or complete performance of the work at a cost in excess of its estimated cost. The Contractor agrees to provide at least thirty (30) days written notice to the Sponsor if the actual cost to complete performance will exceed Contractor’s estimated cost.

**ARTICLE IV. Funding and Payment.** This Technical Services Agreement is based on full cost recovery and the Contractor is required by the Government to receive advance funding before beginning work. The Sponsor shall provide sufficient funds in advance to reimburse the Contractor for costs to be incurred in performance of the work described in this Agreement, and the Contractor shall have no obligation to perform in the absence of adequate advance funds. If the estimated period of performance exceeds 90 days and the estimated cost exceeds \$25,000, the Sponsor may, with the Contractor's approval, advance funds incrementally. In such a case, the Sponsor shall provide to the Contractor, prior to any work being performed, an advance payment sufficient to cover anticipated work that will be performed for the first billing cycle. In addition, the Sponsor shall provide additional funding to ensure that funds remain available for work during subsequent billing cycles (collectively the advance payment of \$\_\_\_\_\_ as set forth in Block II (h) of the attached cover page for this Agreement). Following Sponsor’s remittance of the advance payment, the Contractor will invoice the Sponsor each billing cycle (or as necessary) to maintain a balance of funding sufficient to cover anticipated work. Sponsor’s payment shall be due no later than thirty (30) days after receipt of Contractor’s invoice. Upon termination or completion, any excess funds shall be refunded by the Contractor to the Sponsor.

Sponsor shall enter this Agreement number on the check made payable to the Alliance for Sustainable Energy, LLC and mail payment to the following address:

Alliance for Sustainable Energy, LLC  
Manager of the National Renewable Energy Laboratory  
ATTN: Finance – Mailstop RSF041  
15013 Denver West Parkway, Golden, CO 80401

**ARTICLE V. Source of Funds.** The Sponsor hereby warrants and represents that, if the funding it brings to this Technical Services Agreement has been secured through other agreements, such other agreements do not have any terms and conditions (including intellectual property) that conflict with the terms and conditions of this Technical Services Agreement.



**ARTICLE XIII. Patent Rights—Use of Facilities.**

The terms and conditions of this Technical Services Agreement are not intended to be used for research and development, software development, or where there is a possibility of any intellectual property being conceived or created.

**ARTICLE XIV. Rights in Technical Data—Use of Facilities.** Subject to the provisions of this article, Sponsor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced under this Agreement. Data produced under this Agreement will be provided to the Sponsor who will be solely responsible for marking the data and removing the data from the facility by or before termination of this Agreement. The DOE and the Contractor shall have the right to publish and use any data provided to or generated by Contractor, and to permit others to do so unless such data is marked as "Proprietary Information" by the Sponsor. The Government and the Contractor agree not to disclose properly marked Proprietary Information to anyone other than the Sponsor without written approval of the Sponsor, except to Government employees who are subject to the statutory provisions against disclosure of confidential information set forth in the Trade Secrets Act (18 USC 1905). The Government shall have unlimited rights in technical data (including Proprietary Information) that are not removed from the facility by or before termination of this Agreement. Sponsor agrees to deliver to persons acting on behalf of DOE a non-proprietary description of the work to be performed under this Agreement.

**ARTICLE XV. Assignment.** Neither this Technical Services Agreement nor any interest therein or claim thereunder shall be assigned or transferred by either Party, except as authorized in writing by the other Party to this Technical Services Agreement, provided, the Contractor may transfer it to DOE, or its designee, with notice of such transfer to the Sponsor, and the Contractor shall have no further responsibilities except for the confidentiality, use, and/or nondisclosure obligations of this Technical Services Agreement. The obligation of the Contractor shall apply to any successor in interests continuing the management and operation of the DOE facility involved in this Technical Services Agreement.

**ARTICLE XVI. Similar or Identical Services.** The Government and/or the Contractor shall have the right to perform similar or identical services in the Statement of Work for other Sponsors as long as the Sponsor's Proprietary Information is not utilized.

**ARTICLE XVII. Non Competition.** The Sponsor states that, to the best of the Sponsor's knowledge, the Contractor is not in competition with the domestic private sector by performing these Technical Services.

**ARTICLE XVIII. Export Control.** Each Party is responsible for its own compliance with laws and regulations governing export control.

**ARTICLE XIX. Entire Agreement.** It is expressly understood and agreed that this Technical Services Agreement and its attachments contain the entire Agreement between the Parties. Any agreement to materially change any of the terms and conditions of this Technical Services Agreement or the attachments shall be valid only if the changes are made in writing and executed by the Parties herein.

**Article VI. Tangible Personal Property.** Upon termination of this Agreement, tangible personal property or equipment produced or acquired in conducting work under this Agreement shall be owned by the Sponsor. Tangible personal property or equipment produced or acquired as part of this Agreement will be accounted for and maintained during the term of the Agreement in the same manner as Department of Energy property or equipment. Costs incurred for disposition of property shall be the responsibility of the Sponsor and included in costs allocated in Article III or paid separately by the Sponsor.

**ARTICLE VII. Prepublication Review.** The Parties agree to secure prepublication approval from each other, which shall not be unreasonably withheld or denied beyond thirty (30) days.

**ARTICLE VIII. Legal Notice.** Any technical paper, article publication, or announcement of advances generated in connection with work done under this Technical Services Agreement, during the period of performance of the Agreement or in the future, shall give credit to the Sponsor as a sponsor of the work and shall contain the following legal notice: "The National Renewable Energy Laboratory, 15013 Denver West Parkway, Golden, CO 80401, is a national laboratory of the U.S. Department of Energy managed by the Alliance for Sustainable Energy, LLC for the U.S. Department of Energy under Contract Number DE-AC36-08GO28308."

**ARTICLE IX. Disclaimer.** THE GOVERNMENT AND CONTRACTOR MAKE NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITION OF THE TECHNICAL SERVICES; OR ANY INTELLECTUAL PROPERTY; OR PRODUCT MADE OR DEVELOPED UNDER THIS TECHNICAL SERVICES AGREEMENT; OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE TECHNICAL SERVICES OR RESULTING PRODUCT. THE GOVERNMENT OR CONTRACTOR WILL NOT BE LIABLE FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES.

**ARTICLE X. General Indemnity.** The Sponsor agrees to indemnify and hold harmless the Government, the Contractor, and persons acting on their behalf from all liability, including costs and expenses incurred, to any person, including the Sponsor, for injury to or death of persons or other living things or injury to or destruction of property arising out of the performance of the Agreement by the Government, the Contractor, or persons acting on their behalf, or arising out of the use of the services performed, materials supplied, or information given hereunder by any person including the Sponsor, and not directly resulting from the fault or negligence of the Government, the Contractor, or persons acting on their behalf.

**ARTICLE XI. Product Liability Indemnity.** Except for any liability resulting from any negligent acts or omissions of the Contractor or the Government, the Sponsor agrees to indemnify the Government and the Contractor for all damages, costs, and expenses, including attorney's fees, arising from personal injury or property damage occurring as a result of the making, using, or selling of a product, process, or service by or on behalf of the Sponsor, its assignees, or licensees, which was derived from the work performed under this Technical Services Agreement. In respect to this Article, neither the Government nor the Contractor shall be considered assignees or licensees of the Sponsor, as a result of reserved Government and Contractor rights. The indemnity set forth in this paragraph shall apply only if the Sponsor shall have been informed as soon and as completely as practical by the Contractor and/or the Government of the action alleging such claim and shall have been given an opportunity, to the maximum extent afforded by applicable laws, rules, or regulations, to participate in and control its defense, and the Contractor and/or the Government shall have provided all reasonably available information and reasonable assistance requested by the Sponsor. No settlement for which the Sponsor would be responsible shall be made without the Sponsor's consent unless required by final decree of a court of competent jurisdiction.

**ARTICLE XII. Notice and Assistance Regarding Patent and Copyright Infringement.** The Sponsor shall report to the DOE and the Contractor, promptly and in reasonable written detail, each claim of patent or copyright infringement based on the performance of this Technical Services Agreement of which the Sponsor has knowledge. The Sponsor shall furnish to the DOE and the Contractor, when requested by the DOE or the Contractor, all evidence and information in the possession of the Sponsor pertaining to such claim.

Appendix "A" referred to in this Technical Services Agreement reads as follows:



*Appendix "A".*  
(To Technical Services Agreement)

*Statement Of Work.*

Prepared by the National Renewable Energy Laboratory  
date

**I. Project Title:**

**II. Non-Proprietary Description of Project:**

[Insert a 1-2 sentence, non-proprietary description of the work to be performed.]

**III. Parties to this agreement:**

Contractor: Alliance for Sustainable Energy, operator of the National Renewable Energy Laboratory under Prime Contract No. DE-AC36-08GO28308 for the U.S. Department of Energy (DOE). Contractor has a facility at 15013 Denver West Parkway, Golden, CO 80401.

Sponsor: [Business name, business type, location]

**IV. Background:**

**V. Statement of Work - Task Descriptions, Deliverables, and Estimated Completion Dates:**

a. Task Descriptions

**Task 1. ...**

**Task 2. ...**

**Task 3. Other work at the direction of the partner, consistent with the scope and subject to the availability of funding.**

b. Deliverables

c. Deliverables Estimated Completion Dates

**VI. Schedule:**

ACQUISITION OF STATE-OWNED PROPERTY COMMONLY KNOWN AS  
5400 W. 63<sup>RD</sup> ST.

[O2023-1587/SO2023-0002212]

The Committee on Aviation submitted the following report:

CHICAGO, March 18, 2024.

*To the President and Members of the City Council:*

Your Committee on Aviation, for which a meeting was held on March 12, 2024, recommends passage of the substitute ordinance for acquisition of State-owned property at 5400 West 63<sup>rd</sup> Street for use by Chicago Midway International Airport (SO2023-0002212), introduced on April 19, 2023 by the Honorable Lori E. Lightfoot, Mayor (O2023-1587).

A recommendation of *Do Pass* was concurred in by a voice vote of all committee members present, with no dissenting votes.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of local government as defined in Article VII, Section 6(a) of the Illinois Constitution and, as such, it 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 the airport known as Chicago Midway International Airport ("Midway Airport"); and

WHEREAS, The City possesses the power and authority to acquire private and public property both within and outside its municipal boundaries for airport uses and purposes, and for uses and purposes related thereto, pursuant to its home rule powers and the provisions of Divisions 101 and 102 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City has determined that it is useful, desirable, and necessary for the City to acquire certain parcels of real property located in the vicinity of Midway Airport that comprise the Midway armory aviation support facility, commonly known as 5400 West 63<sup>rd</sup> Street, Chicago, Illinois 60638 ("Property"); and

WHEREAS, The Property is legally described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Property is being acquired by the City for public purpose and use, namely, for uses and purposes attendant to the City's ownership and operation of Midway Airport, including, but not limited to, protection of airspace and operating environment integrity, protection from incompatible land uses, preservation of Runway Protection Zone or Runway Safety Area, or both, as recognized by the Federal Aviation Administration ("FAA"), and promotion of safety and security at or adjacent to Midway Airport; and

WHEREAS, The acquisition of the Property may require the City to coordinate with, obtain cooperation from; and enter agreement(s) with various state and federal governmental entities and agencies, including, but not limited to, the State of Illinois Department of Military Affairs, the Illinois National Guard, the Illinois Army National Guard, and the FAA; now, therefore;

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

SECTION 1. The above recitals are hereby incorporated by reference as if fully set forth herein.

SECTION 2. It is hereby determined, declared, and found that it is useful, desirable, and necessary that the City acquire the Property for public purpose and use in furtherance of the City's ownership and operation of Midway Airport.

SECTION 3. The Commissioner of CDA is authorized to make offers and negotiate agreements with the owner(s) of the Property for the purchase of the Property by the City.

SECTION 4. In the event the Commissioner of CDA and the owner(s) of the Property are able to agree on the terms of the purchase, the Commissioner of CDA is authorized to enter into an agreement with the owner(s) of the Property to purchase said Property in the name of and on behalf of the City for the agreed price, with such purchase price payable from any legally available funds of the City, including, without limitation, proceeds of any general airport revenue bonds previously issued, or grants, or other funds received by the City.

SECTION 5. In the event the Commissioner of CDA is unable to agree with the owner(s) of the Property on the terms of the purchase, or if an owner is incapable of entering into such a transaction with the City, or if an owner cannot be located, then the Commissioner of CDA shall report such fact to the Corporation Counsel and title and possession of such Property may be acquired by the City through condemnation, and the Corporation Counsel is authorized and empowered to institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring title to and possession of the Property in accordance with applicable eminent domain laws and in the manner provided by the Code of Civil Procedure, provided that in the event the Property is devoted to public use and owned by the State of Illinois, the Corporation Counsel shall obtain the State of Illinois's consent to the City's exercise of condemnation prior to instituting such condemnation proceedings.

SECTION 6. The Commissioner of CDA is authorized to execute such documentation as may be necessary or appropriate to implement the provisions of this ordinance, including, without limitation, intergovernmental agreements and purchase contracts, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 7. If any provision of this ordinance is 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 8. All other ordinances, resolutions, motions, or orders of the City Council in conflict with this ordinance are hereby amended to the extent of such conflict.

SECTION 9. This ordinance shall be effective upon its passage and approval.

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

*Exhibit "A".*

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

That part of the southwest quarter of Section 16, Township 38 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at a point in the south line

of said southwest quarter, which is 240 feet east of the southeast corner of the west half of the southwest quarter of the southwest quarter of said Section 16 and running thence north parallel to the east line of said west half, a distance of 33 feet to a point in the north line of West 63<sup>rd</sup> Street, said point being the point of beginning of the following described parcel of land, to-wit: thence north parallel to the east line of said west half, a distance of 200 feet to a point; thence east parallel to the south line of said southwest quarter of Section 16, a distance of 720 feet to a point; thence south parallel to said east line of said west half, a distance of 200 feet to a point in the north line of West 63<sup>rd</sup> Street, said point being 33 feet north of the said south line of the southwest quarter of Section 16; thence west on said north line of West 63<sup>rd</sup> Street and parallel to the south line of said southwest quarter of Section 16 aforesaid, a distance of 720 feet to the place of beginning, in Cook County, Illinois.

Common Address Of Property:

5400 West 63<sup>rd</sup> Street  
Chicago, Illinois 60638.

---

**COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.**

---

APPOINTMENT OF JULIE HERNANDEZ-TOMLIN AS COMMISSIONER OF  
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT.

[A2024-0007823]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration the appointment of Julie Hernandez-Tomlin as Commissioner of the Department of Fleet and Facility Management (A2024-0007823), begs leave to report and recommend that Your Honorable Body *Approve* the appointment transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

On motion of Alderperson Ervin, the committee's recommendation was *Concurred In* and the said proposed appointment of Julie Hernandez-Tomlin as Commissioner of the Department of Fleet and Facility Management was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

At this point in the proceedings, the members of the City Council accepted by a unanimous viva voce vote Alderperson Sposato's motion to *Suspend the Rules Temporarily* to recognize and congratulate Alderperson Silverstein on becoming a grandmother for the first time.

---

### REGULAR ORDER OF BUSINESS RESUMED.

---

AMENDMENT OF CHAPTER 2-74 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-74-075 ENTITLED "HIRING PREFERENCES FOR RESIDENTS OF SOCIOECONOMICALLY DISADVANTAGED AREAS".

[SO2023-0006443]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an amendment of Municipal Code Chapter 2-74 by adding new Section 2-74-075 establishing hiring practices for residents of socioeconomically disadvantaged areas (SO2023-0006443), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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, including, but not limited to, the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, Under Section 2-92-390 of the Municipal Code of Chicago, the Commissioner of Planning and Development is authorized to designate socio-economically disadvantaged areas based on criteria set forth in rules promulgated by the Commissioner of Planning and Development, including, but not limited to, the median family income of an area; and

WHEREAS, The Commissioner of Planning and Development designated socio-economically disadvantaged areas based on three objective criteria: namely, the median household income (lowest to highest), poverty rate (highest to lowest), and unemployment rate (highest to lowest); and

WHEREAS, The three criteria for designating socio-economically disadvantaged areas are weighted equally; and

WHEREAS, The Commissioner of Planning and Development uses decennial census data and American Community Survey data to designate socio-economically disadvantaged areas; and

WHEREAS, The City has a legitimate governmental interest in promoting the social and economic well-being of residents in socio-economically disadvantaged areas which are disproportionately impacted by low household income, high level of poverty, and high level of unemployment in comparison to the rest of the City; now, therefore,

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

SECTION 1. Chapter 2-74 of the Municipal Code of Chicago is hereby amended by inserting a new Section 2-74-075, as follows:

2-74-075 Hiring Preference For Residents Of Socio-economically Disadvantaged Areas.

(a) For purposes of this section, the following definitions shall apply:

“Commissioner” means the City’s Commissioner of Human Resources.

“Covered position” means any open position in a City department in the following categories of City service under Section 2-74-030: (i) departmental employment service employees; (ii) employees whose work is seasonal and does not exceed 180 days in any calendar year; and (iii) career service employees.

“Department” means the Department of Human Resources.

“Hiring plan” means the hiring plan covering the applicable City department developed pursuant to *Shakman, et al. v. City of Chicago, et al*, Case Number 69 C 2145 (N.D. Ill.), each as amended from time to time.

“Socio-economically disadvantaged area” means any area within the City that meets the criteria for designation as a socio-economically disadvantaged area as set forth in rules promulgated by the Commissioner of Planning and Development pursuant to Section 2-92-390.

(b) Unless otherwise prohibited by the hiring plan or any federal, state, or local law, and subject to the availability of eligible applicants, the Department shall provide a referral list for employment in a covered position that includes 25 percent of eligible applicants who are residents of socio-economically disadvantaged areas.

(c) The Department shall: (1) include a hiring preference provision consistent with this section in all postings soliciting applicants for covered positions; and (2) maintain records adequate to monitor compliance with this section.



(d) The Commissioner is authorized to adopt rules for the proper administration and enforcement of this section.

(e) In the event of a conflict between this section and a bona fide collective bargaining agreement, the collective bargaining agreement shall prevail.

SECTION 2. This ordinance shall take effect 60 days after its passage and publication.

---

AMENDMENT OF SECTION 2-112-010 OF MUNICIPAL CODE BY  
REQUIRING CITY COUNCIL ADVICE AND CONSENT FOR APPOINTMENT OF  
COMMISSIONER OF DEPARTMENT OF PUBLIC HEALTH.

[O2024-0007880]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning an amendment of Municipal Code Section 2-112-010 by requiring City Council advice and consent for the appointment of Department of Public Health Commissioner (O2024-0007880), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

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

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

Nays -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 2-122-010 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, and by inserting the language underscored, as follows:

2-112-010 Establishment And Composition.

There is hereby established an executive department of the municipal government of the City which shall be known as either the Department of Public Health of the City of Chicago or the Department of Health of the City of Chicago. The Department shall be administered by a Commissioner of Public Health, who shall either be a physician, duly licensed in Illinois, or have an advanced degree in a field related to public health and professional experience in public health administration or hospital administration. If the Commissioner is not a physician, at least one deputy commissioner of the Department shall be a physician, duly licensed to practice in Illinois. The Commissioner, ~~and one or more deputy commissioners,~~ shall be appointed by the Mayor, by and with the advice and consent of the City Council.

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

---

AMENDMENT OF CHAPTER 7-28 OF MUNICIPAL CODE BY ADDING NEW SECTION 7-28-445 ESTABLISHING REWARD PROGRAM FOR INFORMATION LEADING TO CONVICTION OR FINDING OF LIABILITY FOR ILLEGAL DUMPING.

[O2024-0007734]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning an amendment of Municipal Code Chapter 7-28 by adding new Section 7-28-445 establishing reward program for information leading to conviction or finding of liability for illegal dumping (O2024-0007734), begs leave to report and recommend that Your Honorable Body *Pass* the ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Chapter 7-28 of the Municipal Code of Chicago is hereby amended by inserting a new Section 7-28-445, as follows:

7-28-445 Reward Program For Information Leading To A Conviction Or Finding Of Liability For Illegal Dumping.

a) Definitions. As used in this section:

"Commissioner" means the Commissioner of the Department of Streets and Sanitation.

"Illegal dumping" means any violation of Sections 7-28-440 or 11-4-1500 of this Code.

b) Reward -- Authorized. The Commissioner, in consultation with the Commissioner of Public Health and the Comptroller, shall establish a reward program for individuals who provide information resulting in a conviction or finding of liability for illegal dumping. City employees shall not be eligible for the reward authorized under this section.

c) Eligibility Criteria. Persons who report alleged instances of illegal dumping to the City, whether through the City's 3-1-1 system, including any applicable internet-enabled applications or digital platforms, or by otherwise reporting the alleged to the City in accordance with rules promulgated by the Commissioner, will be eligible for a reward of \$100 if all of the following requirements are met: (1) the person reporting the violation must identify themselves and provide their contact information; (2) the person reporting the violation must complete and sign the witness report required by the Commissioner; and (3) the witness report must result in a conviction or finding of liability for illegal dumping of the person(s) identified in such report as having committed the violation on the date and at the time set forth in such report.

d) Reward Process. The Commissioner shall be the sole arbiter of whether a person meets the eligibility criteria set forth in subsection (c) of this section, and the Commissioner's decision shall be final and binding. If the Commissioner determines that a witness report resulted in a conviction or finding of liability for illegal dumping, the Commissioner shall notify the Comptroller. Such notification shall contain the name and address of the person(s) entitled to receive the reward and any other information that the comptroller may require. Upon receipt of such notification, the Comptroller shall issue the reward to the person identified in the notification. If, in a particular case, the Commissioner determines that more than one witness report resulted in a conviction or finding of liability, any reward provided for under this section will be divided equally among the person(s) who signed the applicable witness reports.

e) Disclaimers. Nothing in this section shall be construed to create a private right of action to enforce this section. The City reserves the right, in its sole discretion, with or without notice, to terminate at any time and for any reason the reward authorized under this section. The City shall not be liable for any damages, whether direct, indirect, incidental, special or consequential, related in any way to such reward, or for any consequences following therefrom or related thereto.

SECTION 2. Section 11-4-1600 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

11-4-1600 Violation Of Section 7-28-390, 7-28-440 Or 11-4-1500 -- Penalty.

a) Fines.

(Omitted text is unaffected by this ordinance.)

(6) In addition to any other penalties imposed under this section, any person found in violation of Sections 7-28-440 or 11-4-1500 shall be subject to an additional fine of \$20.00. Any fines or penalties imposed by the City for a violation of this section, and any fees collected under this section shall be deposited in the corporate fund of the City for the nonexclusive purpose of funding the reward program authorized under Section 7-28-445.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall take effect 60 days after passage and publication.

---

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2024 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2024-0007859]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning an Annual Appropriation Ordinance Year 2024 amendment within Fund Number 925 (SO2024-0007859), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The Annual Appropriation Ordinance for the year 2024 (the "2024 Appropriation Ordinance") of the City of Chicago (the "City") contains estimates of revenues receivable as grants from agencies of the state and federal governments and public and private agencies; and

WHEREAS, The City through its Department of Public Health ("CDPH") has been awarded additional federal COVID-19 grant funds in the amount of \$510,000 by the United States Department of Health and Human Services ("HHS") for the US Public Health Pathogens Genomics Centers of Excellence program; and

WHEREAS, The City through CDPH has been awarded additional federal COVID-19 grant funds in the amount of \$3,597,769 by HHS for the Building Epidemiology and Health IT Capacity program, the total amount of which will be appropriated to two separate line items as specified in the attached Exhibit A; now, therefore,

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

SECTION 1. The amount of \$4,107,769 is hereby appropriated from Fund 925 -- Grant Funds for the year 2024. The 2024 Annual Appropriation Ordinance is hereby amended by striking the words and figures and adding the words and figures indicated in the attached Exhibit A which is hereby made a part hereof.

SECTION 2. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 3. This ordinance shall be in full force and effect upon its passage and approval.

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

*Exhibit "A".*  
*Amendment To The 2024 Appropriation Ordinance.*

Code	Department And Item	Strike Amount	Add Amount	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover
	Estimate Of Grant Revenue For 2024				
	Awards from Agencies of the Federal Government for COVID-19	\$940,345,000	\$944,452,769		
925 --	Grant Funds				
Department Number	Department And Grant Name	Strike Amount 2024 Anticipated Grant	Add Amount 2024 Anticipated Grant	Strike Amount (2024 Total) Includes Anticipated Carryover	Add Amount (2024 Total) Includes Anticipated Carryover
41	Department Of Public Health:				
	U.S. Public Health Pathogens Genomics Centers of Excellence	\$ 433,704	\$ 943,704		
	Building Epidemiology and Health IT Capacity	3,668,231	4,561,000		
	Building Epidemiology and Health IT Capacity	2,162,000	4,867,000		

TRANSFER OF YEAR 2024 FUNDS WITHIN 4<sup>TH</sup> WARD WAGE ALLOWANCE/  
ALDERMANIC EXPENSE ACCOUNT.

[O2024-0007586]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration an ordinance concerning a transfer of funds within 4<sup>th</sup> Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (O2024-0007586), begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:



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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/Department	Account	Amount	Ward
Expense to Staff Transfer	0100	015/2005	9008	\$30,000	4

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Expense to Staff Transfer	0100	015/2005	0017	\$30,000	4

SECTION 2. The sole purpose of this transfer is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 4 during said year.

SECTION 3. This ordinance shall be in full force and effect upon its passage and publication.

---

TRANSFER OF YEAR 2024 FUNDS WITHIN 26<sup>TH</sup> WARD WAGE ALLOWANCE/  
ALDERMANIC EXPENSE ACCOUNT.

[SO2024-0006962]

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

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on the Budget and Government Operations, having had under consideration a substitute ordinance concerning a transfer of funds within 26<sup>th</sup> Ward Wage Allowance/Aldermanic Expense Account for Year 2024 (SO2024-0006962), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee.

Respectfully submitted,

(Signed) JASON C. ERVIN,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City of Chicago's Comptroller is authorized and directed to make the following transfer of funds for the year 2024. This transfer will leave sufficient unencumbered appropriations to meet all liabilities that have been or may be incurred during said year payable from such appropriations:

FROM:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	9008	\$55,200	26

TO:

Purpose	Fund	Code/Department	Account	Amount	Ward
Wages	0100	015/2005	0017	\$55,200	26

SECTION 2. The sole purpose of this transfer of funds is to provide funds to meet the necessary obligations of 0017 Wage Allowance Account for Ward 26 during said year.

SECTION 3. This ordinance shall be in full force and effect 10 days following its passage and publication.

---

**COMMITTEE ON COMMITTEES AND RULES.**

---

CORRECTION OF NOVEMBER 15, 2023 CITY COUNCIL *JOURNAL OF PROCEEDINGS.*

[O2024-0007803]

The Committee on Committees and Rules submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules recommends passage of an ordinance (O2024-0007803) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of November 15, 2023.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, On November 15, 2023, the City Council of the City of Chicago passed an ordinance in support of a Class 6(b) tax incentive for the property at 2717 and 2757 West Chicago Avenue, associated with File Numbers O2023-2310 and SO2023-0001202; and

WHEREAS, Four typographical errors contained within the ordinance were printed on pages 7029, 7032 and 7034 of the *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois for the regular meeting held on Wednesday, November 15, 2023; and

WHEREAS, It is necessary and appropriate to correct the aforementioned errors, such that the corrected ordinance is reflected as the item that the Committee on Economic, Capital and Technology Development recommended for approval and the City Council passed, and so that the ordinance and its associated exhibits are stated accurately; now, therefore,

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

SECTION 1. The *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois for the regular meeting held on Wednesday, November 15, 2023, is hereby corrected as follows:

by deleting "2717" appearing on the sixteenth printed line from the top of page 7029 and inserting "2727" in lieu thereof;

by deleting "2717" appearing on the sixth printed line from the bottom of page 7032 and inserting "2727" in lieu thereof;

by deleting "16-22-200-021-0000" appearing on the second printed line from the bottom of page 7032 and inserting "16-12-200-021-0000" in lieu thereof; and

by deleting "2717" appearing on the eighth printed line from the top of page 7034 and inserting "2727" in lieu thereof.

SECTION 2. This ordinance shall take effect upon passage and approval, and shall be deemed to apply retroactively to the effective date of SO2023-0001202.

---

CORRECTION OF NOVEMBER 7, 2023 CITY COUNCIL *JOURNAL OF PROCEEDINGS*.

[O2023-0006218]

The Committee on Committees and Rules submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules recommends passage of an ordinance (O2023-0006218) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of November 7, 2023.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the ordinance (SO2023-0002980) amending Titles 2, 4 and 6 of the Municipal Code of the City of Chicago deferred and published on November 7, 2023 and printed on pages 5795 through 5814 of the *Journal of the Proceedings of the City Council of the City of Chicago* is hereby corrected by deleting the ordinance in its entirety and replacing it with the substitute ordinance attached hereto as Exhibit "A".

SECTION 2. This ordinance shall take effect after its passage.

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

*Exhibit "A".***BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** Section 2-25-050 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

**2-25-050 Powers and duties of the department.**

*(Omitted text is unaffected by this ordinance)*

(b) Powers and duties of the Commissioner and the Department. The powers and duties of the Commissioner and Department shall be as follows:

*(Omitted text is unaffected by this ordinance)*

(19) To supervise the investigation, execution and enforcement of Code sections administered or enforced by the Department, including all rules pertaining thereto or promulgated thereunder, including Section 6-10-040(b), (c), (d), and (e); ~~the Chicago Minimum Wage and Paid Sick Leave Ordinance, Chapter 6-105 Article II of Title 6 of this Code; the Toy Safety Ordinance, Chapter 7-36 of this Code; and the Condominium Ordinance, Chapter 13-72 of this Code; and any other ordinance administered or enforced by the Department, including all rules pertaining thereto or promulgated thereunder;~~

*(Omitted text is unaffected by this ordinance)*

**SECTION 2.** Section 2-25-200 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

**2-25-200 Office of Labor Standards.**

(a) *Definitions.* As used in this section:

"Chapter 6-105" means Chapter 6-105 of the Municipal Code of Chicago.

"Chapter 6-110" means Chapter 6-110 of the Municipal Code of Chicago.

"Chapter 6-130" means Chapter 6-130 of the Municipal Code of Chicago.

"Commissioner" means the Commissioner of Business Affairs and Consumer Protection or the Commissioner's designee.

"Covered employee" has the meaning ascribed to that term in Section 6-105-010, ~~or 6-110-020, or 6-130-010,~~ as appropriate.

"Department" means the Department of Business Affairs and Consumer Protection.

"Director" means the Director of the Office of Labor Standards or the Director's designee within the Office of Labor Standards.

"Office" means the Office of Labor Standards established pursuant to subsection (b) of this section.

(b) *Office of Labor Standards – Establishment – Powers and duties.* There is hereby established within the Department of Business Affairs and Consumer Protection an office of the municipal government, which shall be known as the Office of Labor Standards. Such Office shall

include a Director, who shall be appointed by the Commissioner, and such other assistants and employees as provided for in the annual appropriation ordinance. The duties of the Office of Labor Standards, and of its Director, shall be to:

*(Omitted text is unaffected by this ordinance)*

(7) Receive and assemble information identifying: (i) license applicants and licensees under Title 4 of this Code who, within the last five years, have admitted guilt or liability, or who have been found guilty or liable in judicial or administrative proceedings, of willful or repeated violations of the Illinois Wage Payment and Collection Act or of ~~Chapter 6-105 Article II of Title 6 of the Code~~, for referral to the Commissioner for appropriate action under Section 4-4-320(a)(1), (a)(3) or (b)(1), as applicable; or (ii) persons or business entities that are ineligible to participate in City transactions under Section 2-92-320(a)(6) due to repeated violations of ~~Chapter 6-105 Article II of Title 6 of the Code~~ for referral to the Chief Procurement Officer or other applicable department head for appropriate action under Section 2-92-320; and

(8) Perform any other duties or exercise any other powers that the Commissioner may reasonably require to implement this article.

*(Omitted text is unaffected by this ordinance)*

(d) *Director – Recordkeeping and reporting – Required.* No later than March 15, 2020, and on or before each March 15 thereafter, the Director shall post on the City of Chicago Office of Labor Standards website the following information pertaining to enforcement of Chapters ~~6-105, 6-110, and 6-130~~, and Section 4-4-320(a)(1), (a)(3), and (b)(1), ~~and Chapter 6-110, though for Chapter 6-110 the first posting date shall be March 15, 2021:~~

(1) Number of complaints received by the Office alleging violations of Chapters 6-105, ~~and 6-110, and 6-130;~~

(2) Number of investigations opened by the Office in connection with alleged violations of Chapters 6-105, ~~and 6-110, and 6-130;~~

(3) Number of employers cited for violations of Chapters 6-105, ~~and 6-110, and 6-130;~~

(4) Results of each enforcement action initiated under Chapters 6-105, ~~and 6-110, and 6-130;~~

(5) Number of license applications denied by the Commissioner pursuant to Section 4-4-320(a)(1) and (a)(3) for violations of the Illinois Wage Payment and Collection Act or ~~Chapter 6-105 Article II of Title 6~~, as applicable;

(6) Number of licenses suspended or revoked by the Commissioner pursuant to Section 4-4-320(b)(1) for violations of the Illinois Wage Payment and Collection Act or ~~Chapter 6-105 Article II of Title 6~~, as applicable; and

(7) Such other information as may be necessary or appropriate, as determined by the Commissioner in consultation with the Director.

Nothing in this subsection (d) shall prohibit the Director from posting the information described in items (1) through (7) of this subsection (d) at more frequent intervals than required herein.

(e) *Commencement of action.* Except as otherwise provided herein, any investigation conducted by the Office pursuant to this section shall commence within three years of the alleged violation of Chapter 6-105 or Chapter 6-130. Provided, however, that: (1) if evidence exists that the applicable employer concealed such violation or in any way misled employees as to the employer's or employee's rights or responsibilities under Chapter 6-105 or Chapter 6-130, such investigation shall commence within three years of the date on which the employee or Office discovered, or reasonably should have discovered, the alleged violation of



Chapter 6-105 or Chapter 6-130; (2) in the case of a continuing violation, the investigation shall commence within three years of the date of the last occurrence or discovery of the violation; and (3) the running of the applicable period for commencing an action under this section shall be tolled during the duration of any civil action brought by a covered employee pursuant to Section 6-105-110 or 6-130-100 to recover the amount of any underpayment of wages or ~~unpaid sick time leave denied or lost resulting from a violation~~ of Chapter 6-105 or Chapter 6-130.

(f) *Notification to Chief Procurement Officer – Required.* Upon a determination of liability for any violation of Chapter 6-105 or Chapter 6-130, the Director shall report such fact to the Chief Procurement Officer for appropriate action under Section 2-92-320(a)(6), including but not limited to suspension or cancellation of the employer's current transactions with the City or debarment from doing business with the City.

(g) *Annual report to City Council – Required.* No later than June 1, 2020, and on or before June 1st of each year thereafter, the Director shall submit to the City Council Committee on Workforce Development, or to its successor committee, a written report describing the activities undertaken by the Office during the previous year to implement this section, along with recommendations for improving the efficient and effective enforcement of this section. The chairman of that committee may request the Commissioner or Director, or their respective designees, to appear at a hearing of the committee to explain and respond to questions about such annual report.

**SECTION 3.** Section 2-92-320 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, and by deleting the language struck through, as follows:

**2-92-320 Ineligibility for city transactions – other offenses.**

(a) No person or business entity shall participate in a transaction as defined herein, and may have its current transactions permanently or temporarily suspended or canceled, if that person or business entity:

*(Omitted text is unaffected by this ordinance)*

(6) ~~has committed, within a 24-month period, three or more violations of Chapter 6-105 Article II of Title 6~~ of this Code; or

*(Omitted text is unaffected by this ordinance)*

**SECTION 4.** Chapter 4-4-320 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

**4-4-320 License denial, revocation or suspension for certain offenses.**

(a) The ~~commissioner~~ Commissioner, for good and sufficient cause, may deny an application for any license issued under this Title 4 if:

(1) during the 5-year period prior to the date of the application, the applicant admitted guilt or liability or was found guilty or liable in judicial or administrative proceedings of committing or attempting to commit a willful violation, or two or more violations which do not include a willful violation, of the Illinois Wage Payment and Collection Act, 820 ILCS 115/1, Article II of Title 6, or any other federal or state law regulating the payment of wages;

(2) during the 5-year period prior to the date of the application, the applicant admitted guilt or liability or was found guilty or liable in a judicial or administrative proceeding of committing or attempting to commit a violation of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, or the Collection Agency Act, 225 ILCS 425/1, or any other federal or state law regulating the collection of debt;

(3) during the 24-month period prior to the date of the application, the applicant admitted guilt or liability or was found guilty or liable in judicial or administrative proceedings of committing three or more violations of ~~Chapter 6-105~~ Article II of Title 6 of this Code; or

(4) during the 5-year period prior to the date of the application, one or more determinations of disqualification from participation in the federal Supplemental Nutrition Assistance Program (SNAP) was imposed upon the applicant, where such determination or determinations imposed the sanction of permanent disqualification or disqualification for an aggregate of at least 12 months, whether consecutive or nonconsecutive.

(b) The ~~commissioner~~ Commissioner, for good and sufficient cause, may revoke or suspend a license issued under this Title 4 if:

*(Omitted text is unaffected by this ordinance)*

**SECTION 5.** Chapter 6-100-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

**6-100-010 Definitions.**

For purposes of this Article II, the following definitions apply:

*(Omitted text is unaffected by this ordinance)*

"Department" means the Department of Business Affairs and Consumer Protection.

"Domestic Worker" means a person whose primary duties include housekeeping; house cleaning; home management; nanny services, including childcare and child monitoring; caregiving, personal care or home health services for elderly persons or persons with illnesses, injuries, or disabilities who require assistance in caring for themselves; laundering; cooking; companion services; chauffeuring; and other household services to members of households or their guests in or about a private home or residence, or any other location where the domestic work is performed.

*(Omitted text is unaffected by this ordinance)*

**SECTION 6.** Chapter 6-100-040 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

**6-100-040 Notice and posting inspections.**

The Commissioner has the duty and authority to enforce the notice and posting requirements imposed by Sections 6-10-040(b) and (d), ~~6-105-070, and 6-110-090, and 6-130-050.~~

**SECTION 7.** Chapter 6-105 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

**CHAPTER 6-105: CHICAGO MINIMUM WAGE AND PAID SICK LEAVE ORDINANCE  
6-105-010 Definitions.**

For purposes of this chapter, the following definitions apply:

*(Omitted text is unaffected by this ordinance)*

"Covered Employee" means an Employee who, in any particular two-week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of the City. For purposes of this definition, time spent traveling in the City that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within the City, shall constitute work while physically present within the geographic boundaries of the City; however, time spent traveling in the City that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of the City.

"Covered Employee" does not include any individual permitted to work:

(a) as a camp counselor employed at a day camp if the camp counselor is paid a stipend on a one time or periodic basis and, if the camp counselor is a minor, the minor's parent, guardian or other custodian has consented in writing to the terms of payment before the commencement of such employment;

(b) while subject to subsection 4(a)(2) of the Minimum Wage Law, with the exception of the categories of Employees described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Minimum Wage Law, who shall be entitled to the Wages that their Employer shall otherwise pay under Section 6-105-020(b) and 6-105-030 above, whichever applies, as well as the overtime compensation described in Section 6-105-040; and

(c) for any governmental entity other than the City and its Sister Agencies.

(d) (i) All Domestic Workers, including Domestic Workers employed by Employers with fewer than four Employees, shall be Covered Employees.

(ii) in any of the following categories, ~~though, Employees who work in the following categories shall be Covered Employees under Section 6-105-045:~~ (A) as an outside salesman; (B) as a member of a religious corporation or organization; (C) at, and employed by, an accredited Illinois college or university at which the individual is a student who is covered under the Fair Labor Standards Act, as amended; (D) for a motor carrier and with respect to whom the U.S. Secretary of Transportation has the power to establish qualifications and maximum hours of service under the provisions of Title 49 U.S.C. or the State of Illinois under Section 18b-105 (Title 92 of the Illinois Administrative Code, Part 395 - Hours of Service of Drivers) of the Illinois Vehicle Code.

Except as provided in (d)(i) and ~~(d)(ii)~~, "Covered Employee" does not include any individual permitted to work for an Employer who has fewer than four Employees.

~~"Domestic partner" means any person who has a registered domestic partnership, or qualifies as a domestic partner under Section 2-152-072 of this Code or as a party to a civil union under the Illinois Religious Freedom Protection and Civil Union Act, 750 ILCS 75/1, et seq., as currently in force and hereafter amended.~~

~~"Domestic worker" means a person whose primary duties include housekeeping; house cleaning; home management; nanny services, including childcare and child monitoring;~~

~~caregiving, personal care or home health services for elderly persons or persons with illnesses, injuries, or disabilities who require assistance in caring for themselves; laundering; cooking; companion services; chauffeuring; and other household services to members of households or their guests in or about a private home or residence, or any other location where the domestic work is performed.~~

*(Omitted text is unaffected by this ordinance)*

"Fair Labor Standards Act" means the United States Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.*, as currently in force and hereafter amended.

~~"Family and Medical Leave Act" means the United States Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*, as currently in force and hereafter amended.~~

"Gratuities" and "Occupation" have the meanings ascribed to those terms in the Minimum Wage Law.

~~"Health care provider" means any person licensed to provide medical or emergency services, including, but not limited to, doctors, nurses, and emergency room personnel.~~

"Minimum Wage Law" means the Illinois Minimum Wage Law, 820 ILCS 105/1, *et seq.*

"Outside salesman" means an Employee regularly engaged in making sales or obtaining orders or contracts for services where most of such duties are performed away from his employer's place of business.

~~"Paid Sick Leave" means time that is provided by an Employer to a Covered Employee that is eligible to be used for the purposes described in subsection 6-105-045(b) of this chapter, and is compensated at the same rate and with the same benefits, including health care benefits, that the Covered Employee regularly earns during hours worked.~~

*(Omitted text is unaffected by this ordinance)*

~~**6-105-045 Paid sick leave.**~~

~~\_\_\_\_\_ (a) General provisions.~~

~~\_\_\_\_\_ (1) Any Covered Employee who works at least 80 hours for an Employer within any 120-day period shall be eligible for Paid Sick Leave as provided under this section.~~

~~\_\_\_\_\_ (2) Where a Covered Employee is engaged in an Occupation in which Gratuities have customarily and usually constituted part of the remuneration, the Covered Employee's Employer shall pay at least the full Chicago minimum wage, as provided in Section 6-105-020, for Paid Sick Leave.~~

~~\_\_\_\_\_ (3) Unless an applicable collective bargaining agreement provides otherwise, upon a Covered Employee's termination, resignation, retirement, or other separation from employment, the Covered Employee's Employer is not required to provide financial or other reimbursement for unused Paid Sick Leave.~~

~~\_\_\_\_\_ (b) Accrual of paid sick leave.~~

~~\_\_\_\_\_ (1) Paid Sick Leave shall begin to accrue either on the 1st calendar day after the commencement of a Covered Employee's employment or July 1, 2017, whichever is later.~~

~~\_\_\_\_\_ (2) For every 40 hours worked after a Covered Employee's Paid Sick Leave begins to accrue, the Covered Employee shall accrue one hour of Paid Sick Leave. Paid Sick Leave shall accrue only in hourly increments; there shall be no fractional accruals.~~

~~\_\_\_\_\_ (3) A Covered Employee who is exempt from overtime requirements under this chapter shall be assumed to work 40 hours in each work week for purposes of Paid Sick~~

~~Leave accrual, unless the Covered Employee's normal work week is less than 40 hours, in which case Paid Sick Leave shall, accrue based upon that normal work week.~~

~~(4) For each Covered Employee, there shall be a cap of 40 hours Paid Sick Leave accrued per 12 month period, unless the Employer sets a higher limit. The 12 month period for a Covered Employee shall be calculated from the date the Covered Employee began to accrue Paid Sick Leave.~~

~~(5) At the end of a Covered Employee's 12 month accrual period, the Covered Employee shall be allowed to carry over to the following 12 month period half of the Covered Employee's unused accrued Paid Sick Leave, up to a maximum of 20 hours.~~

~~(6) If an Employer is subject to the Family and Medical Leave Act, each of the Employer's Covered Employees shall be allowed, at the end of the Covered Employee's 12 month Paid Sick Leave accrual period, to carry over up to 40 hours of the Covered Employee's unused accrued Paid Sick Leave, in addition to the carryover allowed under subsection 6-105-045(b)(5), to use exclusively for Family and Medical Leave Act eligible purposes.~~

~~(7) If an Employer has a policy that grants Covered Employees paid time off in an amount and a manner that meets the requirements for Paid Sick Leave under this section, the Employer is not required to provide additional paid leave. If such Employer's policy awards the full complement of paid time off immediately upon date of eligibility, rather than using an accrual model, the Employer must award each Covered Employee 40 hours paid time off within one calendar year of the Covered Employee's date of eligibility.~~

~~(8) Unused Paid Sick Leave shall be retained by the Covered Employee if the Employer sells, transfers, or otherwise assigns the business to another Employer and the Covered Employee continues to work in the City.~~

~~(c) Use of paid sick leave.~~

~~(1) An Employer shall allow a Covered Employee to begin using Paid Sick Leave no later than on the 180th calendar day following the commencement of the Covered Employee's employment. A Covered Employee is entitled to use no more than 40 hours of Paid Sick Leave per 12 month period, unless the Covered Employee's Employer sets a higher limit. The 12 month period for a Covered Employee shall be calculated from the date the Covered Employee began to accrue Paid Sick Leave. If a Covered Employee carries over 40 hours of Family and Medical Leave Act leave pursuant to subsection 6-105-045(b)(6) and uses that leave, the Covered Employee is entitled to use no more than an additional 20 hours of accrued Paid Sick Leave in the same 12 month period, unless the Employer sets a higher limit. Within these limitations, Covered Employee shall be allowed to determine how much accrued Paid Sick Leave the Covered Employee needs to use, provided that the Covered Employee's Employer may set a reasonable minimum increment requirement not to exceed four hours per day.~~

~~(2) A Covered Employee may use Paid Sick Leave when:~~

~~(A) the Covered Employee is ill or injured, or for the purpose of receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders;~~

~~(B) a member of the Covered Employee's family is ill, injured, or ordered to quarantine, or to care for a family member receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders;~~

~~(C) the Covered Employee, or a member of the Covered Employee's family, is the victim of domestic violence, as defined in Section 103 of the Illinois Domestic~~

Violence Act of 1986, or a sex offense, defined here as any conduct proscribed in Article 11 and Sections 12-7.3, 12-7.4, and 12-7.5 of the Illinois Criminal Code of 2012, or trafficking in persons as defined in Section 10-9 of the Illinois Criminal Code of 2012 (720 ILCS 5/10-9); or

~~(D) the Covered Employee's place of business is closed by order of a public official due to a public health emergency, or the Covered Employee needs to care for a family member whose school, class, or place of care has been closed.~~

~~(E) a Covered Employee obeys an order issued by the Mayor, the Governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the Covered Employee to:~~

~~(i) stay at home to minimize the transmission of a communicable disease;~~

~~(ii) remain at home while experiencing symptoms or sick with a communicable disease;~~

~~(iii) obey a quarantine order issued to the Covered Employee;~~

~~(iv) obey an isolation order issued to the Covered Employee.~~

~~(3) An Employer shall not require, as a condition of a Covered Employee taking Paid Sick Leave, that the Covered Employee search for or find a replacement worker to cover the hours during which the Covered Employee is on Paid Sick Leave.~~

~~(4) If a Covered Employee's need for Paid Sick Leave is reasonably foreseeable, an Employer may require up to seven days' notice before leave is taken. If the need for Paid Sick Leave is not reasonably foreseeable, an Employer may require a Covered Employee to give notice as soon as is practicable on the day the Covered Employee intends to take Paid Sick Leave by notifying the Employer through via phone, e-mail, or text message. For purposes of this subsection, needs that are "reasonably foreseeable" include, but are not limited to, prescheduled appointments with health care providers for the Covered Employee or for a family member, and court dates in domestic violence cases. Any notice requirement imposed by an Employer pursuant to this subsection shall be waived in the event a Covered Employee is unable to give notice because the Covered Employee is unconscious, or otherwise medically incapacitated.~~

~~(5) Where a Covered Employee is absent for more than three consecutive work days, the Covered Employee's Employer may require certification that the use of Paid Sick Leave was authorized under subsection 6-105-045(e)(2). For time used pursuant to subsections 6-105-045(e)(2)(A) or (B), documentation signed by a licensed health care provider shall satisfy this requirement. An Employer shall not require that such documentation specify the nature of the Covered Employee's or the Covered Employee's family member's injury, illness, or condition, except as required by law. For Paid Sick Leave used pursuant to subsection 6-105-045(e)(2)(C), a police report, court document, a signed statement from an attorney, a member of the clergy, or a victim services advocate, or any other evidence that supports the Covered Employee's claim, including a written statement from the Covered Employee or any other person who has knowledge of the circumstances, shall satisfy this requirement. The Covered Employee may choose which document to submit, and no more than one document shall be required if the Paid Sick Leave is related to the same incident of violence or the same perpetrator. The Employer shall not delay the commencement of Paid Sick Leave taken for one of the purposes in subsection 6-105-045(e)(2), nor delay payment of Wages, on the basis that the Employer has not yet received the required certification.~~

~~(6) Nothing in this section shall be construed to prohibit an Employer from taking disciplinary action, up to and including termination, against a Covered Employee who~~



~~uses Paid Sick Leave for purposes other than those described in this subsection 6-105-045(c)(2).~~

~~(d) This Section 6-105-045 provides minimum Paid Sick Leave requirements; it shall not be construed to affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater Paid Sick Leave benefits.~~

*(Omitted text is unaffected by this ordinance)*

**6-105-070 Notice and posting.**

(a) Every Employer shall post in a conspicuous place at each facility where any Covered Employee works that is located within the geographic boundaries of the City a notice advising the Covered Employee of the current minimum Wages under this chapter, and of a Covered Employee's rights under this chapter, including the Covered Employee's right to Paid Sick Leave and ability to seek redress for wage theft. The notice shall also contain information about human trafficking and resources to help combat it. The Commissioner shall prepare and make available a form notice that satisfies the requirements of this subsection 6-105-070(a). Employers that do not maintain a business facility within the geographic boundaries of the City and households that serve as the worksites for Domestic Workers are exempt from this subsection 6-105-070(a).

(b) With the first paycheck issued to a Covered Employee, and annually with a paycheck issued within 30 days of July 1st, every Employer shall provide a notice advising the Covered Employee of the current minimum Wages under this chapter, ~~the Covered Employee's right to Paid Sick Leave,~~ and information about human trafficking and resources to help combat it. The Commissioner shall prepare and make available a form notice that satisfies the requirements of this subsection 6-105-070(b).

**6-105-080 Retaliation prohibited.**

It shall be unlawful for any Employer to discriminate in any manner or take any adverse action against any individual Covered Employee in retaliation for exercising any right under this chapter, including, but not limited to, disclosing, reporting, or testifying about any violation of this chapter or regulations promulgated thereunder. For purposes of this Section, prohibited adverse actions include, but are not limited to, unjustified termination, unjustified denial of promotion, unjustified negative evaluations, punitive schedule changes, punitive decreases in the desirability of work assignments, and other acts of harassment shown to be linked to such exercise of rights. ~~An Employer shall not use its absence control policy to count Paid Sick Leave as an absence that triggers discipline, discharge, demotion, suspension, or any other adverse activity.~~

**6-105-110 Private cause of action.**

If any Covered Employee is paid by the Covered Employee's Employer less than the Wage to which the Covered Employee is entitled under this chapter, the Covered Employee may recover in a civil action three times the amount of any such underpayment, together with costs and such reasonable attorney's fees as the court allows. An agreement by the Covered Employee to work for less than the Wage required under this chapter is no defense to such action. If an Employer violates any of the Paid Sick Leave provisions in this chapter in effect before December 31, 2023, the affected Covered Employee may recover in a civil action damages equal to three times the full amount of any unpaid sick time denied or lost by reason of

the violation, and the interest on that amount calculated at the prevailing rate; together with costs and such reasonable attorney's fees as the court allows. However, on and after December 31, 2023, an Employee's right to a private cause of action shall be subject to Section 6-130-100.

**SECTION 8.** Article II of Title 6 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 6-130 as follows:

**CHAPTER 6-130: CHICAGO PAID LEAVE AND PAID SICK AND SAFE LEAVE  
ORDINANCE**

**6-130-005 Title, Scope, and Purpose.**

This Chapter 6-130 shall be known as the "Chicago Paid Leave and Paid Sick and Safe Leave Ordinance." All Covered Employees shall have the right to time away from work paid by their Employers. This chapter shall be liberally construed in favor of providing Chicago workers with the greatest amount of Paid Leave or Paid Sick Leave from work and employment security.

**6-130-010 Definitions.**

For purposes of this chapter, the following definitions apply:

"Commission" has the meanings ascribed to this term in the Sales Representative Act, 820 ILCS 120.

"Construction industry" means any constructing, altering, reconstructing, repairing, rehabilitating, refinishing, refurbishing, remodeling, remediating, renovating, custom fabricating, maintenance, landscaping, improving, wrecking, painting, decorating, demolishing, and adding to or subtracting from any building, structure, highway, roadway, street, bridge, alley, sewer, ditch, sewage disposal plant, waterworks, parking facility, railroad, excavation or other structure, project, development, real property or improvement, or to do any part thereof, whether or not the performance of the work herein described involves the addition to, or fabrication into, any structure, project, development, real property or improvement herein described of any material or article of merchandise. Construction shall also include snow plowing, snow removal, and refuse collection.

"Covered Employee" means an Employee who, in any particular two-week period, performs at least two hours of work for an Employer while physically present within the geographic boundaries of the City. For purposes of this definition, time spent traveling in the City that is compensated time, including, but not limited to, deliveries, sales calls, and travel related to other business activity taking place within the City, shall constitute work while physically present within the geographic boundaries of the City; however, time spent traveling in the City that is uncompensated commuting time shall not constitute work while physically present within the geographic boundaries of the City. Covered Employee includes all Domestic Workers regardless of whether they work as employees, independent contractors, sole proprietors, or partnerships. Covered Employee includes any Employee of the City and its Sister Agencies, but does not include any individual permitted to work for any other governmental entity.

"Employee" means an individual that performs work for an employer in the capacity of an employee, as distinguished from a contractor, determined pursuant to Internal Revenue Service guidelines. Elected officials are not Employees. "Employee" does not include an employee as defined in the federal Railroad Unemployment Insurance Act (45 U.S.C. 351 et seq.)



"Employer" means a person who gainfully employs at least one Employee.

"Gratuities" and "Occupation" have the meanings ascribed to those terms in the Minimum Wage Law.

"Health care provider" means any person licensed to provide medical or emergency services, including, but not limited to, doctors, nurses, and emergency room personnel.

"Intern" means a student, or an individual who has been a student within the last four months, of any institution of secondary or higher education, or enrolled on a full or part-time basis in a course or program of academic, business, or vocational instruction: (i) who is employed as an entry-level employee; (ii) who works fewer than 700 hours annually; and (iii) whose work is geared towards academic studies or provides vocational experience.

"Medium Employer" means an Employer with between 51 and 100 Covered Employees, inclusive. For the purpose of counting Covered Employees for this chapter, numbers of Covered Employees will be aggregated if they are employed by members of a single unitary business group as defined for Illinois income tax purposes.

"Minimum Wage Law" means the Illinois Minimum Wage Law, 820 ILCS 105/1, et seq.

"Paid Leave" means time that is provided by an Employer to a Covered Employee that is eligible to be used pursuant to Section 6-130-030 and is not Paid Sick Leave.

"Paid Sick Leave" means time that is provided by an Employer to a Covered Employee that is eligible to be accrued and used in the manner prescribed by Section 6-130-030.

"Seasonal" means employment of less than 120 calendar days in any year, that is set for a defined duration of time expected to be repetitive on a yearly basis.

"Sister Agency" means the Chicago Public Schools, the Chicago Park District, the Chicago Transit Authority, the City Colleges of Chicago, the Chicago Housing Authority, and the Public Building Commission.

"Small Employer" means an Employer with 50 or fewer Covered Employees. For the purpose of counting Covered Employees for this chapter, numbers of Covered Employees will be aggregated if they are employed by members of a single unitary business group as defined for Illinois income tax purposes.

#### **6-130-020 Requirement to Provide Paid Leave and Paid Sick Leave.**

(a) *General provisions.*

(1) Any Covered Employee who works for an Employer shall be eligible for Paid Leave and Paid Sick Leave as provided under this chapter.

(2) Paid Leave and Paid Sick Leave shall be compensated at the same rate and with the same benefits, including health care benefits, that the Covered Employee regularly earns during hours worked. Paid Leave and Paid Sick Leave for a Covered Employee who is not exempt from the overtime requirements of the Minimum Wage Law shall be calculated by dividing the Covered Employee's total Wages by the Covered Employee's total hours worked in the full pay periods of the prior 90 days of employment. Wages under this subsection do not include overtime pay, premium pay, Gratuities, or Commissions. However, the minimum hourly pay shall not be less than the base hourly wage, the federal minimum wage, the Illinois Minimum Wage, or the Chicago Minimum Wage, whichever is higher. Where a Covered Employee is engaged in an Occupation in which Gratuities have customarily and usually constituted part of the remuneration, the Covered Employee's Employer shall pay the highest of the federal minimum wage, the Illinois Minimum wage or the full Chicago minimum wage, as provided in Section 6-105-020, for Paid Leave and Paid Sick Leave.

(3) An Employer shall provide payment for Paid Leave and Paid Sick Leave used by a Covered Employee no later than the payday for the next regular payroll period after the paid time off was taken.

(4) Unless otherwise provided in a collective bargaining agreement, upon a Covered Employee's termination, resignation, retirement, or other separation from employment, or whenever a Covered Employee ceases to meet the definition of Covered Employee as a result of transferal outside of the geographic boundaries of the City to be considered a Covered Employee, the Employer shall pay the monetary equivalent of all unused, accrued Paid Leave as part of the Covered Employee's final compensation at the Covered Employee's final rate of pay and no employment contract or employment policy shall provide for forfeiture of earned Paid Leave upon separation from employment. However, a Small Employer shall not be required to pay out unused Paid Leave upon termination, resignation, retirement, or other separation from employment, or whenever a Covered Employee ceases to meet the definition of Covered Employee as a result of transferal outside of the geographic boundaries of the City to be considered a Covered Employee. For Medium Employers, the payout of unused Paid Leave required under this section shall be limited to a maximum of 16 hours of Paid Leave until December 31, 2024, unless the Medium Employer sets a higher limit. On and after January 1, 2025, Medium Employers shall be required to pay the monetary equivalent of all unused, accrued Paid Leave as part of the Covered Employee's final compensation at the Covered Employee's final rate of pay. A Covered Employee may request payout of their unused Paid Leave after not receiving a work assignment for 60 days. Nothing in this section shall be construed to waive or otherwise limit a Covered Employee's right to final compensation for promised and earned vacation time or paid time off, as provided under the Illinois Wage Payment and Collection Act and rules promulgated thereunder. Other than as part of a collective bargaining agreement, no employment contract or employment policy shall provide for forfeiture of earned Paid Leave or Paid Sick Leave when the Employer is no longer subject to the requirements of this chapter and the Covered Employee no longer works in the City. Unless an applicable collective bargaining agreement provides otherwise, upon a Covered Employee's termination, resignation, retirement, or other separation from employment, the Covered Employee's Employer is not required to provide financial or other reimbursement for unused Paid Sick Leave.

(5) During any period a Covered Employee takes Paid Leave or Paid Sick Leave under this chapter, the Employer shall maintain coverage for the Covered Employee and any family member under any group health plan for the duration of such leave at no less than the level and conditions of coverage that would have been provided if the Covered Employee had not taken the leave. The Employer shall notify the Covered Employee that the Covered Employee is still responsible for paying the Covered Employee's share of the cost of the health care coverage, if any.

(6) No Employer shall interfere with, deny, or change an Employee's work days or hours to avoid providing eligible Paid Leave or Paid Sick Leave to a Covered Employee. An Employer shall not use its absence-control policy to count paid time off as an absence that triggers discipline, discharge, demotion, suspension, or any other adverse activity. Subject to rules promulgated by the Commissioner, no Employer shall constructively discharge or terminate an Employee and then treat such termination as a voluntary termination to avoid a violation of or providing benefits under this chapter. As used in this section, "constructive discharge" means the voluntary termination of employment by a Covered Employee because of a situation created by an act or omission of the Employer that an

objective, reasonable person would find so intolerable that voluntary termination is the only reasonable alternative, including by the intentional reduction in hours to avoid a violation of or providing benefits under this Chapter.

(b) If a Covered Employee accrued Paid Sick Leave prior to January 1, 2024, and the Employer's existing paid time off policy does not comply with the requirements of this chapter, on January 1, 2024, any Paid Sick Leave that the Covered Employee is entitled to roll over from one 12-month period to the next shall be transferred to Paid Sick Leave under Section 6-130-030.

(c) An Employer shall not, as a condition of a Covered Employee taking Paid Sick Leave or Paid Leave, require that the Covered Employee search for or find a replacement worker to cover the hours during which the Covered Employee is on leave.

(d) All unused Paid Sick Leave and Paid Leave shall be retained by the Covered Employee if the Employer sells, transfers, or otherwise assigns the business to another Employer and the Employee continues to work in the City.

(e) If a Covered Employee is transferred to a separate division, entity, or location, but remains employed by the same Employer, the Covered Employee is entitled to all Paid Sick Leave and Paid Leave accrued at the prior division, entity, or location and is entitled to use all such leave as provided in this chapter.

#### **6-130-030 Paid Sick Leave and Paid Leave.**

(a) An Employer shall provide Paid Sick Leave and Paid Leave to all Covered Employees under this section. If an Employer has a policy that grants Employees Paid Leave or Paid Sick Leave in an amount and a manner that meets or exceeds the requirements of this chapter, the Employer is not required to provide additional Paid Leave or Paid Sick Leave.

(b) *Accrual.*

(1) Starting on January 1, 2024, or on the first calendar day of a Covered Employee's employment, a Covered Employee's Paid Leave and Paid Sick Leave shall begin to accrue.

For every 35 hours worked after a Covered Employee's Paid Leave and Paid Sick Leave begins to accrue, the Covered Employee shall accrue at least one hour of Paid Leave and one hour of Paid Sick Leave. Paid Leave and Paid Sick Leave shall accrue only in hourly increments; there shall be no fractional accruals. However, if an Employer offers its Employees more hours of Paid Leave and Paid Sick Leave than the minimum requirements of this chapter, such Employer may credit the applicable Paid Leave and Paid Sick Leave time on a monthly basis, instead of accruing at the rate above. A Covered Employee who is exempt from overtime requirements under this Code shall be assumed to work 40 hours in each work week for purposes of Paid Sick Leave and Paid Leave accrual, unless the Covered Employee's normal work week is less than 40 hours, in which case such paid time off shall accrue based upon that normal work week. An Employer shall issue a written policy explaining the rate of Paid Leave and Paid Sick Leave accrual.

(2) For each Covered Employee, there shall be a cap of 40 hours of Paid Leave and 40 hours of Paid Sick Leave accrued per 12-month period, unless the Employer sets a higher limit. The 12-month period for a Covered Employee shall be calculated from the date the Covered Employee began to accrue Paid Leave and Paid Sick Leave.

(c) *Carryover.*

(1) At the end of a Covered Employee's 12-month accrual period, the Covered Employee shall be allowed to carry over to the following 12-month period up to 16 hours of Paid Leave and 80 hours of Paid Sick Leave.

(2) The Employer does not need to pay the Covered Employee for any unused Paid Leave and Paid Sick Leave lost as a result of not being able to be carried over from one 12-month period to the next. However, if an Employer denies a Covered Employee approval of their Paid Leave and Paid Sick Leave in a manner that prohibits such Covered Employee from meaningfully having access to such paid time off, despite such Employee complying with applicable Employer policies, such Employer must increase that Covered Employee's permissible carry over to include carryover of any such denied Paid Leave and Paid Sick Leave.

(d) *Use.* Employers shall allow Covered Employees to use accrued Paid Sick Leave no later than on the 30th calendar day following the commencement of the Covered Employee's employment. Employers shall allow Covered Employees to use accrued Paid Leave no later than on the 90th calendar day following the commencement of the Covered Employee's employment. Unless obligated by a City, State, or federal law, a Covered Employee may choose whether to use Paid Sick Leave or Paid Leave prior to using any other leave provided by the Employer or by City, State, or federal law. Where the City is the Employer, this subsection 6-130-030(d) shall not apply.

(e) *Minimum Increment.* Covered Employees shall be allowed to determine how much accrued Paid Leave and Paid Sick Leave the Covered Employee needs to use, provided that the Employer may set a reasonable minimum increment requirement not to exceed four hours of Paid Leave per day or two hours of Paid Sick Leave per day. If a Covered Employee's scheduled workday is less than the minimum increments above, the minimum increment of time shall not exceed the Covered Employee's regular scheduled workday.

(f) *Front-loading.* Employers may choose to immediately grant Covered Employees 40 hours of Paid Leave or 40 hours of Paid Sick Leave or both on the first day of employment or the first day of the 12-month accrual period. If an Employer chooses to immediately grant Covered Employees 40 hours of Paid Leave or 40 hours of Paid Sick Leave on the first day of employment or the first day of the 12-month accrual period, the Employer is not required to provide additional paid time off of such type of paid time off frontloaded to the Employee. If an Employer grants 40 hours of Paid Leave on the first day of employment or the first day of the 12-month accrual period, then the Employer is not required to carryover an Employee's unused Paid Leave hours to the subsequent 12-month period.

(g) *Unlimited Paid Time Off.* Instead of following an accrual model, Employers may choose to immediately grant Covered Employees on the first day of employment, or the first day of the 12-month accrual period, unlimited hours of paid time off that may be used for any reason. Except as otherwise provided in this subsection (g), all requirements and benefits regarding Paid Leave and Paid Sick Leave in this chapter shall apply. If an Employer grants unlimited paid time off on the first day of employment or the first day of the 12-month accrual period, then the Employer is not required to carryover an Employee's unused paid time off to the subsequent 12-month period. If a Covered Employee's need for paid time off is reasonably foreseeable, an Employer may require up to seven days' notice before paid time off is taken. If the need for paid time off is not reasonably foreseeable, an Employer may require a Covered Employee to give notice as soon as is practicable on the day the Covered Employee intends to take paid time off by notifying the Employer, which may include by telephone, e-mail, or other means. An Employer may not require a Covered Employee to obtain preapproval from the Employer before using the paid time off. Unless otherwise provided in a collective bargaining agreement, upon a Covered Employee's termination, resignation, retirement, or other

separation from employment, or whenever a Covered Employee ceases to meet the definition of Covered Employee as a result of transferal outside of the geographic boundaries of the City to be considered a Covered Employee, the Employer shall pay the monetary equivalent of 40 hours of paid time off minus the hours of paid time off used by the Covered Employee in the last 12-month period before the Covered Employee's date of separation from employment as part of the Covered Employee's final compensation at the Covered Employee's final rate of pay. If the Covered Employee used more than 40 hours of paid time off in the last 12-month period before the Covered Employee's date of separation from employment, the Covered Employee will not owe the Employer compensation. No employment contract or employment policy shall provide for forfeiture of earned paid time off upon separation from employment.

(h) *Paid Leave Policies.* A Covered Employee may use Paid Leave for any reason of the Covered Employee's choosing. An Employer may not require a Covered Employee to provide a reason for such leave and may not require them to provide documentation or certification as proof or in support of the leave. An Employer may establish reasonable policies for the use of Paid Leave to:

- (1) require a Covered Employee to give reasonable notice, which may not exceed seven days before using such Paid Leave;
- (2) require a Covered Employee to obtain reasonable preapproval from the Employer before using Paid Leave for the purpose of maintaining continuity of Employer operations subject to rules promulgated by the Office of Labor Standards; and
- (3) adopt rules specific to Interns, City-employed Seasonal workers, or Office of Emergency Management and Communications staff that manage City traffic, and such rules are not required to comply with this chapter.

(i) *Paid Sick Leave Policies.*

- (1) A Covered Employee may use Paid Sick Leave when:
  - (A) the Covered Employee is ill or injured, or for the purpose of receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders;
  - (B) a Covered Employee's family member is ill, injured, or ordered to quarantine, or to care for a family member receiving professional care, including preventive care, diagnosis, or treatment, for medical, mental, or behavioral issues, including substance use disorders;
  - (C) the Covered Employee, or a Covered Employee's family member, is the victim of domestic violence, as defined in Section 103 of the Illinois Domestic Violence Act of 1986, or a sex offense, defined here as any conduct proscribed in Article 11 and Sections 12-7.3, 12-7.4, and 12-7.5 of the Illinois Criminal Code of 2012, or trafficking in persons as defined in Section 10-9 of the Illinois Criminal Code of 2012 (720 ILCS 5/10-9); or
  - (D) the Covered Employee's place of business is closed by order of a public official due to a public health emergency, or the Covered Employee needs to care for a family member whose school, class, or place of care has been closed.
  - (E) a Covered Employee obeys an order issued by the Mayor, the Governor of Illinois, the Chicago Department of Public Health, or a treating healthcare provider, requiring the Covered Employee to:
    - (i) stay at home to minimize the transmission of a communicable disease;
    - (ii) remain at home while experiencing symptoms or sick with a communicable disease;
    - (iii) obey a quarantine order issued to the Covered Employee;



(iv) obey an isolation order issued to the Covered Employee.

(2) If a Covered Employee's need for Paid Sick Leave is reasonably foreseeable, an Employer may require up to seven days' notice before leave is taken. If the need for Paid Sick Leave is not reasonably foreseeable, an Employer may require a Covered Employee to give notice as soon as is practicable on the day the Covered Employee intends to take Paid Sick Leave by notifying the Employer, which may include by telephone, e-mail, or other means. For purposes of this subsection, needs that are "reasonably foreseeable" include, but are not limited to, prescheduled appointments with health care providers for the Covered Employee or for a family member, and court dates in domestic violence cases. Any notice requirement imposed by an Employer pursuant to this subsection shall be waived in the event a Covered Employee is unable to give notice because the Covered Employee is unconscious, or otherwise medically incapacitated.

(3) Where a Covered Employee is absent for more than three consecutive work days, the Covered Employee's Employer may require certification that the use of Paid Sick Leave was authorized under subsection 6-130-030(i)(1). For time used pursuant to subsections 6-130-030(i)(1)(A) or (B), documentation signed by a licensed health care provider shall satisfy this requirement. For Paid Sick Leave used pursuant to subsection 6-130-030(i)(1)(C), a police report, court document, a signed statement from an attorney, a member of the clergy, or a victim services advocate, or any other evidence that supports the Covered Employee's claim, including a written statement from the Covered Employee or any other person who has knowledge of the circumstances, shall satisfy this requirement. The Covered Employee may choose which document to submit, and no more than one document shall be required if the Paid Sick Leave is related to the same incident of violence or the same perpetrator. An Employer shall not require such documentation or require that such documentation specify the reason for the Covered Employee using Paid Sick Leave before receiving notice that a Covered Employee will be absent for a third consecutive day, except as required by law. It shall be a rebuttable presumption that an Employer has violated this section whenever an Employer requires documentation before receiving notice that a Covered Employee will be absent for a third consecutive day and using Paid Sick Leave. The Employer shall not delay the commencement of Paid Sick Leave taken for one of the purposes in subsection 6-130-030(i)(1), nor delay payment of Wages, on the basis that the Employer has not yet received the required certification.

(4) Nothing in this section shall be construed to prohibit an Employer from taking disciplinary action, up to and including termination, against a Covered Employee who uses Paid Sick Leave for purposes other than those described in subsection 6-130-030(i)(1).

(j) This Section 6-130-030 provides minimum Paid Leave and Paid Sick Leave requirements; it shall not be construed to affect the applicability of any other law, regulation, requirement, policy, or standard that provides for greater Paid Sick Leave benefits, Paid Leave benefits, or both, and provides less restrictive access to those benefits.

#### **6-130-040 Application to collective bargaining agreements.**

(a) Nothing in this chapter shall be deemed to interfere with, impede, or in any way diminish the right of Employees to bargain collectively with their Employers through representatives of their own choosing in order to establish wages or other conditions of work different from the applicable minimum standards of the provisions of this chapter. In no event shall this chapter apply to any Employee working in the construction industry who is covered by a bona fide collective bargaining agreement.

Nothing in this chapter shall be deemed to affect the validity or change the terms of bona fide collective bargaining agreements in force on January 1, 2024. After that date, requirements of this chapter may be waived in a bona fide collective bargaining agreement, but only if the waiver is set forth explicitly in such agreement in clear and unambiguous terms.

(b) Other than a collective bargaining agreement, any agreement to waive rights granted under this chapter is void as against public policy.

**6-130-050 Notice and posting.**

(a) Every Employer shall post in a conspicuous place at each facility where any Covered Employee works that is located within the geographic boundaries of the City a notice advising the Covered Employee of the Covered Employee's right to paid time off under this chapter. The Commissioner shall make available a form notice that satisfies the requirements of this section. Employers that do not maintain a business facility within the geographic boundaries of the City and households that serve as the worksites for Domestic Workers are exempt from this Section 6-130-050(a). If an Employer's workforce is comprised of a significant portion of workers who are not literate in English, the Employer shall notify the Commissioner and a notice in the appropriate language shall be prepared by the Commissioner. Covered Employees may also request that the Commissioner provide a notice in languages other than English, which the Employer must post in accordance with this subsection.

(b) With the first paycheck issued to a Covered Employee, and annually with a paycheck issued within 30 days of July 1, every Employer shall provide a notice advising the Covered Employee of the Covered Employee's right to paid time off under this chapter. The Commissioner shall prepare and make available a form notice that satisfies the requirements of this Section 6-130-050(b).

(c) Each time wages are paid, an Employer shall provide each Covered Employee with written notification stating an updated amount of Paid Leave and Paid Sick Leave available to each Covered Employee for the Covered Employee's use and the accrual rates of the Paid Leave and Paid Sick Leave provided to the Covered Employee. However, Employers that credit their Covered Employees the applicable Paid Leave and Paid Sick Leave time on a monthly basis may make such notice available on a monthly basis. The updated amount shall include accrued paid time off since the last notification, reduced paid time off since the last notification, and any unused paid time off available for use. Employers may choose a reasonable system for providing this notification, including, but not limited to, listing available paid time off on each pay stub or developing an online system where Covered Employees can access their own Paid Leave and Paid Sick Leave information.

(d) Employers shall provide Covered Employees with written notice of the Employer's paid time off policy, including the Employer's paid time off notification requirements, at the commencement of employment and within five calendar days before any change to the Employer's paid time off policy requirements. Employers shall provide Employees with a 14-day written notice of changes to the Employer's paid time off policies that affect a Covered Employee's right to final compensation for such leave. Whenever a Covered Employee has not been offered a work assignment for 60 days, their Employer must notify the Covered Employee in writing that they may request payout of their accrued, unused Paid Leave time.

**6-130-060 Investigations as a result of settlements.**

If the City learns that after being charged with wage rate or Paid Leave or Paid Sick Leave violations an Employer has entered into two or more settlements within a year with the

United States Department of Labor or the Illinois Department of Labor, the Commissioner of Business Affairs and Consumer Protection, in conjunction with the Chief Procurement Officer, is authorized to conduct an investigation to determine whether the person's conduct that resulted in those settlements evinces culpability that merits ineligibility under Section 1-23-020 or revocation under Section 4-4-280.

**6-130-070 Enforcement – Regulations.**

The Department of Business Affairs and Consumer Protection shall enforce this chapter, and the Commissioner is authorized to adopt rules for its proper administration and enforcement.

**6-130-080 Violation – Penalty.**

Any Employer who violates this chapter or any rule promulgated thereunder shall be fined between \$1,000.00 and \$3,000.00 for each separate offense, except that an Employer who violates Section 6-130-050(a) or (b) shall be fined \$500.00 for the first violation and \$1,000.00 for any subsequent violation. Each day that a violation continues shall constitute a separate and distinct offense to which a separate fine shall apply.

**6-130-090 Violation – Damages.**

Any Employer who violates this chapter or any rule promulgated thereunder shall be liable to the affected Covered Employee for damages equal to three times the full amount of any leave denied or lost by reason of the violation, and the interest on that amount calculated at the prevailing rate; together with costs and reasonable attorney's fees, which shall be paid by the Employer to the Covered Employee.

**6-130-100 Private cause of action.**

If any Covered Employee is not allowed a benefit to which the Covered Employee is entitled under this chapter, the Covered Employee may recover in a civil action damages equal to three times the full amount of any leave denied or lost by reason of the violation, and the interest on that amount calculated at the prevailing rate; together with costs and such reasonable attorney's fees as the court allows. For Paid Sick Leave provisions under this chapter, such right to private cause of action shall be available on December 31, 2023. For Paid Leave provisions under this chapter, such right to a private cause of action shall not be available until January 1, 2025.

**6-130-110 Retention of records.**

Each Employer shall maintain for at least five years, or for the duration of any claim, civil action, or investigation pending pursuant to this chapter, whichever is longer, a record of each Covered Employee's name and addresses, hours worked, pay rate, wage agreement, number of paid time off hours earned for each year and the dates on which paid time off hours were taken and paid, and records necessary to demonstrate compliance with this chapter. Failure to maintain these records shall create a presumption, rebuttable by clear and convincing evidence, that the Employer violated this Chapter 6-130 for the periods for which records were not retained for each Covered Employee. Each Employer shall provide each Covered Employee a copy of the records relating to such Covered Employee upon the Covered Employee's request.



**SECTION 9.** An Employer with an existing Paid Sick Leave policy that does not comply with the requirements of this chapter and does not transition benefits accrued or front loaded under Section 6-105-045 to benefits accrued or front-loaded under Chapter 6-130 shall be in violation of this ordinance and subject to the penalty and damages provided in Chapter 6-130.

**SECTION 10.** The Office of Labor Standards shall present to the Committee on Workforce Development a report with recommendations for a portable Paid Leave and Paid Sick Leave policy for Domestic Workers, as that term is defined by Section 6-100-010, by no later than January 1, 2025. The portable paid time off policy shall allow Domestic Workers to accrue Paid Leave and Paid Sick Leave across multiple jobs and employers. Such policy shall provide all Domestic Workers, including employees and independent contractors, with meaningful access to Paid Leave and Paid Sick Leave as defined in Chapter 6-130. The Office of Labor Standards shall evaluate the feasibility of different models and consider the cost of on-going operations. The recommendations shall reference or identify sources of funding for implementation and enforcement. The Office of Labor Standards within 30 days after the effective date of this ordinance shall convene a working group to inform the policy recommendations. The working group shall consist of relevant stakeholders, including domestic workers, workers centers, policy organizations, worker advocates, and domestic employers.

**SECTION 11.** On or before December 1, 2025, the Commissioner of Business Affairs and Consumer Protection shall work with community stakeholders to commission or conduct a one-year study that examines the economic impact of the Small Employer exemption to the pay-out of unused Paid Leave in Section 6-130-020(a)(4) and the impact it has on the ability for Covered Employees working for Small Employers to meaningfully use their Paid Leave benefits under Chapter 6-130. The Office of Labor Standards shall present to a joint Committee of the Committee on Workforce Development and the Committee on Economic, Capital and Technology Development.

**SECTION 12.** This ordinance shall be in full force and effect on December 31, 2023. However, with regards to Chicago Public Schools, the ordinance shall not be implemented until July 1, 2024.

CORRECTION OF SEPTEMBER 14, 2023 CITY COUNCIL *JOURNAL OF PROCEEDINGS*.

[O2024-0006984]

The Committee on Committees and Rules submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules recommends passage of an ordinance (O2024-0006984) correcting the *Journal of the Proceedings of the City Council of the City of Chicago* of September 14, 2023.

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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

Nays -- None.

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

The following is said ordinance as passed:

WHEREAS, On September 12, 2023, the City Council Committee on Economic, Capital and Technology Development ("Committee") passed a motion to substitute an ordinance in support of a Class 6(b) tax incentive for the property at 1951 West Hastings Street, associated with File Numbers R2023-770 and O2023-0002225 ("Ordinance"); and

WHEREAS, After the substitute was accepted for consideration, the Committee voted to recommend that the City Council of the City of Chicago ("City Council") pass the Ordinance; and

WHEREAS, On September 14, 2023, the City Council passed the Ordinance; and

WHEREAS, A version of the Ordinance, associated exhibit, and relevant proceedings were thereafter printed on pages 2583 through 2586 of the *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois for the reconvened regular meeting held on Thursday, September 14, 2023 ("*Journal*"); and

WHEREAS, The text describing the proceedings misstates the date of the relevant Committee meeting as September 5, 2023, rather than September 12, 2023; and

WHEREAS, The version of the Ordinance published in the *Journal* contains the text of the Ordinance as originally introduced, rather than the language of the substitute; and

WHEREAS, The text of the substitute contains minor typographical errors; and

WHEREAS, It is necessary and appropriate to correct the aforementioned errors, such that the corrected Ordinance is reflected as the item that the Committee recommended for approval and the City Council passed and so that the Ordinance is stated accurately; now, therefore,

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

SECTION 1. The proceedings described in the *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois for the reconvened regular meeting held on Thursday, September 14, 2023, on page 2583 are hereby corrected by deleting "September 5, 2023" on the tenth line from the top of the page and by inserting "September 12, 2023" in lieu thereof.

SECTION 2. The *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois for the reconvened regular meeting held on Thursday, September 14, 2023, is hereby corrected by replacing all text on pages 2584 and 2585, and all text on page 2586 up to the line demarcating the subsequent Committee report on the sixth line from the bottom of the page, with the Substitute Ordinance, Exhibit A and Exhibit B, attached hereto.

SECTION 3. Scrivener's errors contained within Exhibit A, attached hereto, are hereby corrected by deleting "LTS" on the ninth line from the top of page 3 and by inserting "LOTS" in lieu thereof, and by deleting "19.68" on the fourth line from the bottom of page 3 and by inserting "1.968" in lieu thereof.

SECTION 4. This ordinance shall take effect upon passage and approval, and shall be deemed to apply retroactively to the original approval of the ordinance in support of a Class 6(b) tax incentive for property at 1951 West Hastings Street.

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

*Substitute Ordinance.*

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

Whereas, The Cook County Board of Commissioners has enacted the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes; and

Whereas, The City, consistent with the County Ordinance, wishes to induce industry to locate and expand in the City by supporting financial incentives in the form of property tax relief; and

Whereas, MEDP Mission Critical Facility LLC, a Delaware limited liability company (the "Applicant"), ground leases from the Illinois Medical District certain real estate located generally at 1951 West Hastings Street, Chicago, Illinois 60608, as further described on Exhibit A hereto (the "Subject Property"); and

Whereas, The Applicant intends to construct an approximately 184,720-square-foot data center facility located on the Subject Property; and

Whereas, The redevelopment objective of the City in connection with the Subject Property are to bring a vacant site to productive use, retain and create new jobs and increase the City's tax base; and

Whereas, It is intended that the Applicant will use the Subject Property as a data center; and

Whereas, The Applicant has filed an eligibility application for a Class 6(b) tax incentive under the County Ordinance with the Office of the Assessor of Cook County (the "Assessor"); and

Whereas, The Subject Property is located within: (i) the City of Chicago Enterprise Zone Number 1 created pursuant to the Illinois Enterprise Zone Act, 20 ILCS 665/1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, as amended; and (ii) the Western/Ogden Redevelopment Project Area created pursuant to the Illinois Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended, and pursuant to an ordinance enacted by the City Council of the City, and the purposes of, Enterprise Zones and Redevelopment Project Areas are also to provide certain incentives in order to stimulate economic activity and to revitalize depressed areas; and

Whereas, It is the responsibility of the Assessor to determine that an application for a Class 6(b) classification or renewal of a Class 6(b) classification is eligible pursuant to the County Ordinance; and

Whereas, The County Ordinance requires that, in connection with the filing of a Class 6(b) eligibility application with the Assessor, the applicant must obtain from the municipality in which such real estate that is proposed for Class 6(b) classification is located an ordinance expressly stating, among other things, that the municipality has determined that the incentive provided by the Class 6(b) classification is necessary for development to occur on such real estate and that the municipality supports and consents to the Class 6(b) classification by the Assessor; and

Whereas, The intended use of the Subject Property will provide significant present and future employment; and

Whereas, Notwithstanding the Class 6(b) classification of the Subject Property, the redevelopment and utilization thereof will generate significant new revenues to the City in the form of additional real estate taxes and other tax revenues; now, therefore,

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

Section 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

Section 2. The City hereby determines that the incentive provided by the Class 6(b) classification is necessary for the development to occur on the Subject Property.

Section 3. The City supports and consents to the Class 6(b) classification by the Assessor with respect to the Subject Property.

Section 4. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

Section 5. The Clerk of the City of Chicago is authorized to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class 6(b) eligibility application filed with the Assessor by the Applicant, as applicant, in accordance with the County Ordinance.

Section 6. The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement between the Applicant and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

Section 7. This ordinance shall be effective immediately upon its passage and approval.

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

Exhibit "A".  
(To Substitute Ordinance)

Legal Description Of Subject Property.

The west 325.00 feet of the following described parcels:

Parcel 1:

Lots 51 to 71, both inclusive, and Lots 76 to 100, both inclusive, in Stinson's Subdivision of Block 13 in Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1, 2 and 3 in Vopicka and Kubin's Subdivision of Lots 72 to 75, both inclusive, in Stinson's Subdivision of Block 13 in Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The vacated alley running east and west through Stinson's Subdivision of Block 13 aforesaid, lying south of and adjoining Lots 51 to 71, both inclusive, and south of and adjoining Lots 1, 2 and 3 in Vopicka and Kubin's Subdivision of Lots 72 to 75 both in said Stinson's Subdivision, and north of and adjoining Lots 76 to 100, in Stinson's Subdivision in aforesaid, in Cook County, Illinois.

Containing 85,746 square feet or 19.68 acres, more or less.

Permanent Real Estate Tax Index Numbers (PINs) For  
The Subject Property:

17-19-212-002; and

17-19-212-003.

**Exhibit "B".  
(To Substitute Ordinance)**

**Tax Incentive Classification Redevelopment Agreement.  
(1951 West Hastings Street)**

This Tax Incentive Classification Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

**TABLE OF CONTENTS**

Project Information	Section 9 Indemnification
Signature Page	Section 10 Default and Remedies
Section 1 Recitals	Section 11 Mortgaging of the Project
Section 2 Definitions	Section 12 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Conditions Precedent	Exhibit B MBE/WBE Budget
Section 5 Completion of Construction or Rehabilitation	Exhibit C Insurance Requirements
Section 6 Covenants/Representations/Warranties of Developer	Exhibit D Annual Compliance Report
Section 7 Maintaining Records and Right to Inspect	Exhibit E Construction Compliance
Section 8 Environmental Matters	

PROJECT INFORMATION

Term (Agreement Section where first used)	Definition
Agreement Date (preamble)	_____ 2023
Developer (preamble)	MEDP Mission Critical Facility, LLC, a Delaware limited liability company
Project (Recitals)	Developer will construct the Facility at 1951 West Hastings Street, Chicago, Illinois, 60608 as further described in Recital D.
Ordinance Date (Recitals)	[INSERT]
Commencement Date (3.01)	[INSERT]
Completion Date (3.01)	[INSERT]
Facility	An approximately 184,720 square foot data center building located on the Property
Minimum Project Investment (4.01)	\$250,000,000, see Project Budget
Certificate Deadline (5.03)	[THE DATE 2 YEARS AFTER THE ORDINANCE DATE]
Notice Addresses (13.14)	<p>If to the Developer: MEDP Mission Critical Facility, 500 West Madison, Suite 1000, Chicago, Illinois 60661, Attention: Craig Huffman</p> <p>If to the City: City of Chicago, Department of Planning and Development, 121 North LaSalle Street, Room 1000, Chicago, Illinois 60602, Attention: Commissioner; with a copy to City of Chicago, Department of Law, 121 North LaSalle Street, Room 600, Chicago, Illinois 60602, Attention: Finance and Economic Development Division</p>
Tax Incentive (Recitals)	The Class 6(b) tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.



**Signature page to Redevelopment Agreement**

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

**MEDP MISSION CRITICAL FACILITY, LLC**  
A Delaware limited liability company

By: \_\_\_\_\_  
Name: Craig Huffman  
Title:

**CITY OF CHICAGO**

By: \_\_\_\_\_  
\_\_\_\_\_  
Commissioner of Planning and Development

STATE OF ILLINOIS     )  
   ) ss  
 COUNTY OF COOK        )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the manager of MEDP Mission Critical Facility, LLC, a Delaware limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, pursuant to the authority given to him by Developer, as his free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
 Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS     )  
                                   ) **SS**  
 COUNTY OF COOK        )

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

GIVEN under my hand and official seal this \_ day of \_\_\_\_\_ 2023.

\_\_\_\_\_  
 Notary Public

My Commission Expires\_\_\_\_ \_

**SECTION 1. RECITALS**

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

B. Cook County Authority. The Cook County Board of Commissioners has enacted under Chapter 74, Article II of the Cook County Code of Ordinances, the Cook County Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Tax Incentive Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, Illinois and which is used primarily for industrial purposes.

C. Municipal Code Requirements. The City is required under Section 2-45-160 of the Municipal Code of the City of Chicago, as amended from time to time (the "Municipal Code"), to enter into a redevelopment agreement with each applicant seeking City approval of a tax incentive classification filed on or after November 1, 2020. The City may seek revocation of certain Cook County tax incentives under Section 2-45-165 of the Municipal Code for various reasons, including the failure of an applicant to comply with the requirements of a redevelopment agreement.

D. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance consenting to the Developer's application for a Tax Incentive (as defined herein) and authorized the Commissioner of DPD to enter into this Agreement (the "City Ordinance").

E. The Project. Developer has ground leases from the Illinois Medical District ("IMD") at 1951 West Hastings Street, Chicago, Illinois 60608 as legally described in Exhibit A hereto (the "Property"). Developer intends to construct a data center facility on the Property. Developer will install High-Resolution Cameras in the area around the data center. Developer will provide two public WIFI locations within the IMD. Developer will use best efforts to work with the Alderman of the 28<sup>th</sup> Ward to identify locations, including but not limited to local elementary, middle and high schools, prep schools and adult education and resource centers, as well as local community organizations, for the new WIFI locations. Developer also will install High-Resolution Cameras around the free public WIFI locations. Developer will install twenty (20) High-Resolution Cameras in the specified locations. Developer must create a data technology training program graduating twelve individuals defined as low- to moderate-income, preferably from the City's 28<sup>th</sup> Ward ("Capstone Workforce Program"). Developer must provide certificates to the individuals involved in the Capstone Workforce Program. Developer will provide an in-kind or monetary contribution of no less than \$50,000 to local schools in the neighborhoods of East and West Garfield Park, Austin, North Lawndale, the Near West Side, and Humbolt Park to fund digital infrastructure.

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

**SECTION 2. DEFINITIONS**

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit D to this Agreement.

"Application" shall mean that certain application that Developer submitted to the City seeking the City's consent to the Tax Incentive.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

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

"Compliance Period" shall mean that period beginning on the Closing Date and ending upon the expiration of the Term of the Agreement.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

"Environmental Laws" shall mean any and all federal, state or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including but not limited to (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called "Superfund" or "Superlien" law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code.

"Event of Default" shall have the meaning set forth in Section 10 hereof.

"Facility" shall mean the approximately 184,720 square foot data center building located on the Property.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 5.01 hereof.

"Jobs Covenant" shall have the meaning set forth in Section 6.05 hereof.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit E hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 6.04 hereof.

"Operations Covenant" shall have the meaning set forth in Section 6.03 hereof.

"Project Budget" shall mean the budget showing the total cost of the Project by line item, furnished by Developer to DPD as part of its Application.

"Property" shall mean the real property described on Exhibit A.

"Tax Incentive" shall mean the Class 6b tax incentive granted to the Property under the Cook County Tax Incentive Ordinance and to which the City Council consented pursuant to the ordinance that was adopted on the Ordinance Date.

"Tenant" shall mean such tenant that enters into a lease with the Developer to operate the data center facility on the Property. The proposed tenant shall be (i) an experienced data center operator and (ii) qualified to do business with the City (e.g. the proposed tenant is not debarred) and in compliance with all scofflaw, licensing and permitting requirements. If the proposed tenant is not an experienced data center operator, then the proposed tenant must be approved by the City, with such approval not being unreasonably withheld.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the end of the last tax year for which the Developer receives the Tax Incentive.

"Title Policy" shall mean a title insurance policy in the most recently revised ALTA or equivalent form showing the Developer as the insured and noting the recording of this Agreement as an encumbrance against the Property issued by a title company.

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

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

### SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget. Developer has furnished to DPD as part of the Application, and DPD has approved, the Project Budget showing total costs for the Project in an amount not less than the Minimum Project Investment.

3.03 Other Approvals. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals.

3.04 Change Orders. Except as provided below in this Section 3.04, all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of the Facility by ten percent (10%) or more; (b) a change in the use of the Property or Facility to a use other than the Project; (c) a delay in the completion of the Project by more than one hundred and eighty (180) days; (d) any reduction in the Minimum Project Investment; or (e) any reduction in the MBE/WBE Budget. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.05 Signs and Public Relations. At the request of DPD, Developer shall erect a sign of size and style approved by the City in a conspicuous location on the Property during the Project, indicating the City's consent to the Tax Incentive. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding Developer, the Property and the Project in the City's promotional literature and communications.

### SECTION 4. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

4.01 Project Budget. DPD must have approved the Project Budget, including the Minimum Project Investment, and the MBE/WBE Budget.

4.02 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by a title company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents, and showing evidence of the recording of this Agreement. If the Project involves any acquisition and/or ground lease of real property, the Developer must have provided DPD with documentation related to same acceptable to the City.

4.03 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:

Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC/Fixture search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

4.04 Lease. The Developer must have provided the City with a copy of a lease with Tenant evidencing that Tenant has leased the Property for a minimum term extending through the end of the Compliance Period.

4.05 Corporate Documents. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

4.06 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

4.07 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

4.08 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

**SECTION 5. COMPLETION OF CONSTRUCTION OR REHABILITATION**

5.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement (and any requirements contained in the City Ordinance) and upon the Developer's written request, DPD shall issue to the Developer a Certificate of



Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost demonstrating that the Developer has completed the Project in accordance with this Agreement and the Application and that it has made the Minimum Project Investment;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant;
- Receipt of a certification and receipts showing that Developer has made an in-kind or monetary contribution of no less than \$50,000 to local schools in the neighborhoods of East and West Garfield Park, Austin, North Lawndale the Near West Side and Humboldt Park to fund digital infrastructure; and
- Evidence acceptable to DPD in the form of a closeout letter from DPD's Compliance and Monitoring division stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit E.

5.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 6.02, 6.03, 6.04, 6.05 and 6.06 as covenants that run with the land will bind any transferee of the Property throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee of this Agreement.

5.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, and/or if the Developer has not received the Certificate by the Certificate Deadline, the Certificate will not be issued, and the City will have the right to pursue any available legal remedies.

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

**SECTION 6. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

6.01 General. Developer represents, warrants and covenants, as of the date of this Agreement hereunder that:

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

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

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

(d) except as otherwise provided herein, including without limitation as set forth in Section 6.01 (i), during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

(i) Developer shall not, except in the ordinary course of business, do any of the following without the prior written consent of DPD for the Term of the Agreement: (1) be a party to any merger, liquidation or consolidation; (2) sell, transfer, convey, lease or otherwise dispose of all or substantially all

of its assets or any portion of the Property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; (3) enter into any transaction outside the ordinary course of Developer's business; (4) assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

6.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances (including the City Ordinance), rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

6.03 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to operate the Project at the Facility, or to cause any Tenant to operate the Project at the Facility, in a manner consistent with the Tax Incentive requirements (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.04 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain or to cause the Tenant to maintain, that not less than ninety percent (90%) of the Project shall remain open, occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

6.05 Jobs Covenant. Not less than five full-time equivalent (minimum of 35 hours per week), jobs and ten part-time jobs shall be created or caused to be created by Developer. These permanent jobs shall be created and retained by Developer or on behalf of Developer at the Facility through the Term of the Agreement.

6.06 Annual Compliance Report. Each year throughout the Term of the Agreement, the Developer shall submit to DPD by August 1st the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding year. If the Annual Compliance Report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the Annual Compliance Report will constitute an event of default.

6.07 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control

any interest, direct or indirect, in Developer's business, the Property or any other property in the applicable Redevelopment Area.

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

6.09 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit J.

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

6.11 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County.

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

6.13 Non-Governmental Charges. The Developer agrees to pay or cause to be paid when due any Non-Governmental Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

6.14 Governmental Charges.

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

(b) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal

proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

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

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

6.16 FOIA and Local Records Act Compliance.

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

(b) Exempt Information. Documents that the Developer submits to the City with the Annual Compliance Report or otherwise during the Term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developer to be treated as a trade secret or information that

would cause competitive harm, FOIA requires that Developer mark any such documents as "proprietary, privileged or confidential." If the Developer marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

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

#### **SECTION 7. MAINTAINING RECORDS AND RIGHT TO INSPECT**

7.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

#### **SECTION 8. ENVIRONMENTAL MATTERS**

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

#### **SECTION 9. INDEMNIFICATION**

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right,

at its option and at its own expense, to participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

#### SECTION 10. DEFAULT AND REMEDIES

10.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 6 {Covenants, Representations, and Warranties of Developer}, shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provide d. however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty {60} days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement.

10.02 Remedies. Upon the occurrence of an Event of Default, the City may seek revocation of the Tax Incentive pursuant to the County Tax Incentive Ordinance, terminate this Agreement and all related agreements, and/or, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any other available remedy.



10.03 Cure Period. (a) In the event Developer shall fail to perform a monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant.

(b) Developer shall be entitled to one 18-month cure period, which can be extended an additional six (6) months in the reasonable discretion of the Commissioner of DPD (for a total of 24 months), commencing on the date of issuance of the Certificate for failure to perform under Section 6.04 (Occupancy Covenant) and Section 6.05 (Jobs Covenant). Any cure period under this Section 10.03(b) shall not count toward the Compliance Period of this Agreement. If one failure to perform under either Section 6.04 or Section 6.05 has occurred and been cured as set forth in this Section 10.03(b), then any subsequent failure to perform under either Section 6.04 or Section 6.05 shall constitute an Event of Default.

(c) In the event Developer shall fail to perform any other non-monetary covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided, further, that there shall be no cure period under this Section 10.03 with respect to Developer's failure to comply with Section 6.03 (Operations Covenant).

#### SECTION 11. MORTGAGING OF THE PROJECT

If a mortgagee (a) with an existing lien, or (b) whose subsequent mortgage is approved by the City, succeeds to Developer's interest in the Property or any portion thereof by exercising remedies under such mortgage, whether by foreclosure or deed in lieu of foreclosure, and in conjunction therewith accepts a written assignment of Developer's interest under this Agreement, the City agrees to attorn to and recognize such party as the successor in interest to Developer for all purposes under this Agreement so long as such party accepts all of the obligations and liabilities of Developer under this Agreement.

#### SECTION 12. GENERAL PROVISIONS

12.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 12.01 shall be defined as any deviation from the terms of the Agreement which (i) operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%); (ii) materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both; (iii) increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days; (iv) decreases the Minimum Project



Investment by five percent (5%) or more; or (v) decreases the MBE/WBE Budget by ten percent (10%) or more.

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

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

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

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

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

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

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

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

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

12.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or

determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

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

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

12.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

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

12.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

12.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-

156-030 (b) of the Municipal Code, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

12.19. Business Economic Support Act. Pursuant to the Business Economic Support Act (30 ILCS 760/1 ~~et seq.~~), if Developer is required to provide notice under the WARN Act, Developer shall, in addition to the notice required under the WARN Act, provide at the same time a copy of the WARN Act notice to the Governor of the State, the Speaker and Minority Leader of the House of Representatives of the State, the President and minority Leader of the Senate of State, and the Mayor of each municipality where Developer has locations in the State. The Developer shall also include a provision in its lease with the Tenant that the Tenant also is required to comply with this Section 12.19.

(Sub)Exhibits "A", "B", "C", "D" and "E" referred to in this Tax Incentive Classification Redevelopment Agreement read as follows:

(Sub)Exhibit "A".  
(To Tax Incentive Classification Redevelopment Agreement)

Legal Description Of Property.

The west 325.00 feet of the following described parcels:

Parcel 1:

Lots 51 to 71, both inclusive, and Lots 76 to 100, both inclusive, in Stinson's Subdivision of Block 13 in Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 1, 2 and 3 in Vopicka and Kubin's Subdivision of Lots 72 to 75, both inclusive, in Stinson's Subdivision of Block 13 in Section 19, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

The vacated alley running east and west through Stinson's Subdivision of Block 13 aforesaid, lying south of and adjoining Lots 51 to 71, both inclusive, and south of and adjoining Lots 1, 2 and 3 in Vopicka and Kubin's Subdivision of Lots 72 to 75, both in said Stinson's Subdivision, and north of and adjoining Lots 76 to 100, in Stinson's Subdivision in aforesaid, in Cook County, Illinois.

Containing 85,746 square feet or 19.68 acres, more or less.

Common Address:

1951 West Hastings Street  
Chicago, Illinois 60608.

Permanent Real Estate Tax Index Numbers (PINs):

17-19-212-002; and

17-19-212-003.

(Sub)Exhibit "B".  
(To Tax Incentive Classification Redevelopment Agreement)

MBE/WBE Budget.

Minimum Project Investment	\$257,123,954
Hard Construction Cost:	177,960,650
M/WBE Targets	
MBE	53,388,195 (30 percent)
WBE	7,796,065 (10 percent)
Total M/WBE Budget:	\$ 71,184,260

(Sub)Exhibit "C".  
(To Tax Incentive Classification Redevelopment Agreement)

Insurance Requirements.

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

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

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with D.Q. 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.

**Workers' Compensation And Employer's Liability.**

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

**Automobile Liability (Primary And Umbrella).**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

(Sub)Exhibit "D".

(To Tax Incentive Classification Redevelopment Agreement)

**Annual Compliance Report.**

MEDP Mission Critical Facility LLC  
Agreement Dated As Of [Insert Date]  
[Insert Year] Annual Compliance Report

Pursuant to Section 6.06 of the above referenced redevelopment agreement ("RDA") and Section 2-45-160 of the Municipal Code, MEDP Mission Critical Facility LLC ("Developer") is committed to providing an annual compliance report.

1. Obligations under Section 2-145-160 of the Municipal Code from \_\_\_\_\_, 202\_ through July 31, 202\_:

- (a) An affidavit from the Developer detailing the current status of the Project and certification that it meets any obligations or compliance requirements specified in the ordinance or resolution adopted by the City Council approving the Tax Incentive or in the RDA;

- (b) A jobs report providing anonymized information on each employee, including: their status as full-time or part-time; the ZIP code of the employee's primary residency; the employee's total employment tenure in months; and a statement of whether the employee's wages are in compliance with the minimum wage as specified by Mayoral Executive Order 2014-1 and the Chicago Minimum Wage rate as specified in Chapter 1-24 of the Municipal Code;
- (c) Any reports, affidavits, or other statements required to be filed with Cook County or the Cook County Assessor for the applicable annual period; and
- (d) Such other reports as may be specified in the ordinance or resolution adopted by the City approving the Tax Incentive, the RDA, or as may be otherwise agreed to in writing by the Developer in connection therewith.

2. Obligations under the Agreement from \_\_\_\_\_, 202\_ through July 31, 202\_:

- (a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.
  - Compliance with the Operations Covenant (Section 6.03) -- Pursuant to Section 6.03 of the RDA, the Project is required to maintain its operations at the Project.
  - Compliance with the Occupancy Covenant (Section 6.04) -- Pursuant to Section 6.04 of the RDA, the Project is required to maintain that not less than ninety percent (90%) of the Project shall remain open, occupied, and otherwise open for business.
  - Compliance with the Jobs Covenant (Section 6.05) -- Pursuant to Section 6.05 of the RDA, the Project is required to create and retain a minimum number of FTE jobs at the Project.
  - Delivery of updated insurance certificate (Section 6.09).
  - Provide evidence of payment of Non-Governmental Charges (Section 6.13).
  - Provide a report showing the locations of the High-Resolution Cameras demonstrating that the cameras are active.
  - Provide a report detailing outreach efforts, aldermanic engagement and new WIFI locations.
  - Provide the Capstone Workforce Program annually to 12 individuals preferably from the 28<sup>th</sup> Ward.

- Every year provide certificates to the 12 participants of the Capstone Workforce Program.
  - Compliance with all executory provisions of the RDA.
- (b) Certify Developer's compliance or noncompliance with such obligations.
- The Project is in operation.
  - The Property is 90 percent occupied.
  - The Project has Five (5) FTE jobs.
  - The Project has Ten (10) PTE jobs.
- (c) Attach evidence of such compliance or noncompliance.
- (d) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements.
- Developer hereby certifies that the project is not in default with any provisions of the Agreement.

#### Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

---

MEDP Mission Critical Facility LLC

---

[Insert Date]

(Sub)Exhibit "E".  
(To Tax Incentive Classification Redevelopment Agreement)

Construction Compliance.

#### Agreements With Contractors.

1. Bid Requirement for General Contractor and Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project,



Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the Project shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit E, Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

#### Construction Hiring Requirements.

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

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

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

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

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

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

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

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

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

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

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

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

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

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

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

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

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

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

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

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

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4. During the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 30 percent by MBEs; and
- ii. At least 10 percent by WBEs.

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

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Agreement. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Agreement, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.

---

*Re-Referred* -- ISSUANCE OF GENERAL OBLIGATION BONDS AND/OR SALES TAX SECURITIZATION CORPORATION BONDS FOR ECONOMIC DEVELOPMENT AND AFFORDABLE HOUSING PROGRAMS.

[O2024-0007838]

The Committee on Committees and Rules submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Committees and Rules begs leave to report and recommend that Your Honorable Body *Re-Refer* to the Committee on Finance an ordinance issuing general obligation bonds and/or tax securitization corporation bonds for economic development and affordable housing programs. This ordinance was referred to the Committee on Committees and Rules on February 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the Committee, with no dissenting vote.

Sincerely,

(Signed) MICHELLE A. HARRIS,  
*Chair.*



On motion of Alderperson Harris, the committee's recommendation was *Concurred In* and the said proposed ordinance transmitted with the foregoing committee report was *Re-Referred to the Committee on Finance* 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

---

**COMMITTEE ON ECONOMIC, CAPITAL AND  
TECHNOLOGY DEVELOPMENT.**

---

REAPPOINTMENT OF RIC PORREZ AS MEMBER OF LITTLE VILLAGE  
COMMISSION (SPECIAL SERVICE AREA NO. 25).

[A2024-0007827]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the reappointment of Ric Porrez as a member of Special Service Area Number 25, Little Village Commission (A2024-0007827), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Ric Porrez as a member of the Little Village Commission (Special Service Area Number 25) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

REAPPOINTMENT OF HELEN R. BAILEY AS MEMBER OF WEST LAKEVIEW  
COMMISSION (SPECIAL SERVICE AREA NO. 27).

[A2024-0007825]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the reappointment of Helen R. Bailey as a member of Special Service Area Number 27, West Lakeview Commission (A2024-0007825), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.



This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Helen R. Bailey as a member of the West Lakeview Commission (Special Service Area Number 27) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF ROBERT L. TAYLOR AS MEMBER OF DEVON AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 43).

[A2024-0007829]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of Robert L. Taylor as a member of Special Service Area Number 43, Devon Avenue Commission (A2024-0007829), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Robert L. Taylor as a member of the Devon Avenue Commission (Special Service Area Number 43) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF ANGELICA M. MARKS AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007830]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of Angelica M. Marks as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007830), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Angelica M. Marks as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF JAMES A. NURSS AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007831]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of James A. Nurss as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007831), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of James A. Nurss as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF GEORGE W. ROBNETT III AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007837]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of George W. Robnett III as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007837), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of George W. Robnett III as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF MARY J. ROGEL AS MEMBER OF HYDE PARK COMMISSION  
(SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007832]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of Mary J. Rogel as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007832), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Mary J. Rogel as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF GEORGE W. RUMSEY AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007833]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of George W. Rumsey as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007833), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of George W. Rumsey as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF NANCY H. STANEK AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007834]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of Nancy H. Stanek as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007834), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Nancy H. Stanek as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF ERIC L. THOMPSON AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61-2023).

[A2024-0007835]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of Eric L. Thompson as a member of Special Service Area Number 61-2023, Hyde Park Commission (A2024-0007835), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.



This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Eric L. Thompson as a member of the Hyde Park Commission (Special Service Area Number 61-2023) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF JENNIFER HESSER AS MEMBER OF NORTH MICHIGAN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 76).

[A2024-0007826]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, recommends *Approval* of the appointment of Jennifer Hesser as a member of Special Service Area Number 76, North Michigan Avenue Commission (A2024-0007826), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Jennifer Hesser as a member of the North Michigan Avenue Commission (Special Service Area Number 76) was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

SUPPORT OF COOK COUNTY CLASS C TAX INCENTIVE FOR PROPERTY AT  
1250 S. KILBOURN AVE.

[O2024-0007879]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, having had under consideration an ordinance in support of a Cook County Class C tax incentive for the property at 1250 South Kilbourn Avenue (O2024-0007879), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Cook County Real Property Assessment Classification Ordinance, as amended from time to time (the "Classification Ordinance"), which provides for, among other things, real estate tax incentives to property owners who build, rehabilitate, enhance and occupy property which is located within Cook County, and which is used primarily for industrial or commercial purposes; and

WHEREAS, The City, consistent with the Classification Ordinance, desires to induce industry to locate, expand and remain in the City by supporting financial incentives in the form of property tax relief; and

WHEREAS, Peoria Packing Roosevelt Property LLC, an Illinois limited liability company (the "Applicant"), owns certain real estate located generally at 1250 South Kilbourn Avenue, Chicago, Illinois 60623 (the "Subject Property"), as described on Exhibit A hereto; and

WHEREAS, The Subject Property has undergone environmental testing and was found to contain certain adverse environmental conditions (the "Contamination"); and

WHEREAS, Neither the Applicant nor the Applicant's individual owners are directly or indirectly responsible for creating the Contamination; and

WHEREAS, The Applicant has undertaken environmental remediation at the Subject Property and received a No Further Remediation Letter from the Illinois Environmental Protection Agency's Site Remediation Program, dated December 29, 2023 (the "NFR Letter"); and

WHEREAS, The costs of remediating the Contamination exceeded \$100,000 in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The redevelopment objective of the City in connection with the Subject Property is to encourage industrial development by supporting real estate tax incentive for the remediation of contaminated properties for the improvement of the health and safety of City residents and potential increase of the County's tax base and employment opportunities; and

WHEREAS, The Applicant owns an approximately 46,305 square foot vacant industrial building on the Subject Property and intends to demolish it and construct an approximately 109,157 square foot new facility which will include 13 truck parking stalls, 184 standard parking stalls along with a 11,375 square foot addition ("Development"); and

WHEREAS, The Applicant will use a small portion of the Development for commercial retail services and the majority of the Development will be leased to Peoria Packing Ltd., an Illinois corporation, to be used for industrial/manufacturing purposes in accordance with the eligibility requirements for Class C classification pursuant to the Classification Ordinance; and

WHEREAS, The Applicant has filed an application for the Class C classification with the Office of the Cook County Assessor (the "Assessor") pursuant to the Classification Ordinance; and

WHEREAS, It is the responsibility of the Assessor to determine that an application for a Class C classification is eligible pursuant to the Classification Ordinance; and

WHEREAS, The Classification Ordinance requires that, in connection with the filing of a Class C application with the Assessor, an applicant must obtain from the municipality in which such real estate is located an ordinance or resolution expressly stating that the municipality has determined that the classification incentive is necessary for the operations of the Development to occur and that the municipality supports and consents to the Class C classification; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by the Class C classification is necessary for the operations of the Development.

SECTION 3. The City hereby expressly supports and consents to the Class C classification with respect to the Subject Property.

SECTION 4. The Economic Disclosure Statement, as defined in the Classification Ordinance, has been received and filed by the City.

SECTION 5. The City Clerk of the City is authorized and hereby directed to and shall send a certified copy of this ordinance to the Assessor, and a certified copy of this ordinance may be included with the Class C application to be filed with the Assessor by the Applicant, as applicant, in accordance with the Classification Ordinance.

SECTION 6. To the extent that any ordinance, resolution, 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 be controlling. If any section, paragraph, clause or provision shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 7. This ordinance shall be effective immediately upon its passage and approval.

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

*Exhibit "A".*

*Subject Property Legal Description.*

Parcel 1:

That part of the west half of the northeast quarter of northwest quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, described as follows: commencing at the northeast corner of the west half of the northeast quarter of the northwest quarter of said Section 22; thence south along the east line of said west half 665.5 feet, more or less, to the point of intersection of the centerline of West 13<sup>th</sup> Street,

produced west parallel to the north line of said northeast quarter of the northwest quarter to a point 303 feet east of the west line of the northeast quarter of the northwest quarter, being on the east line of a tract of land, conveyed to the Chicago and Western Indiana Railroad Company; thence north on said east line of tract of land to the north line of the northeast quarter of the northwest quarter; and thence east to the place of beginning, except those parts taken for West Roosevelt Road and South Kilbourn Avenue.

Parcel 2:

An irregular shaped parcel of land in the northeast quarter of the northwest quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, bounded and described as follows: commencing at a point 33 feet south of the north line of said section and 303 feet east of the west line of said northeast quarter of the northwest quarter; thence south 460 feet along a line 303 feet east of and parallel with said west line; thence westerly at right angles to last described course, a distance of 170 feet; thence northwesterly 462.71 feet, more or less, to a point which is 33 feet south of said north line of Section 22 and 83 feet east of said west line of said northeast quarter of the northwest quarter; thence easterly along a line 33 feet south of and parallel with said north line, 220 feet to the point of beginning, excluding the following easement parcel: an irregular shaped parcel of land in the northeast quarter of the northwest quarter of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, commencing at a point 33 feet south of the north line of said section and 83 feet east of the west line of said northeast quarter; thence easterly 133 feet south of and parallel to said north line; thence south 30 feet on a line which is 216 feet east of and parallel with said west line; thence westerly 76.18 feet on a line which is 63 feet south of and parallel with said north line, to a point which is 139.82 feet east of said west line; thence westerly and southerly on a curved line convex to the northwest having a radius of 30 feet of an arc distance of 50.37 feet, more or less, to a point which is 110.03 feet east of said west line and 96.24 feet south of said north line; thence southeasterly 399.1 feet, more or less, to a point which is 493 feet south of said north line and 153.12 feet east of said west line; thence west on a line 493 feet south of and parallel with said north line, a distance of 20.12 feet to a point which is 133 feet east of said west line; thence northwesterly 462.71 feet, more or less, to the place of beginning.

Address Commonly Known As:

1250 South Kilbourn Avenue  
Chicago, Illinois 60623.

Real Estate Tax Index/Parcel Index Numbers:

16-22-106-002-0000; and

16-22-106-012-0000.

SUPPORT OF COOK COUNTY CLASS L TAX INCENTIVE FOR PROPERTY AT  
1565 -- 1589 N. MILWAUKEE AVE.

[O2024-0007878]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, having had under consideration an ordinance in support of a Cook County Class L tax incentive for the property at 1565 -- 1589 North Milwaukee Avenue (O2024-0007878), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Pass* said proposed ordinance transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The Cook County Board of Commissioners has enacted the Tax Incentive Ordinance, Classification System for Assessment, as amended from time to time (the "County Ordinance"), which establishes the Class L property tax classification to encourage the preservation and rehabilitation of certain historically and architecturally significant buildings, which will enhance the general character of real estate in the county and contribute to the economic well-being of the county by increasing the level of economic activity, increasing employment opportunities and contributing to the long-term growth of the real property tax base; and

WHEREAS, NARE Flat Iron LLC, CCT Flat Iron LLC, Buzz Partners Flat Iron LLC and DM Flat Iron LLC, all Illinois limited liability companies holding title as tenants in common (the "Owners"), are the owners of the historic building (the "Building") located at 1565 -- 1589 North Milwaukee Avenue in Chicago, Illinois, as more precisely described in Exhibit 1 attached hereto and hereby made a part hereof (the land and improvements thereon being herein referred to as the "Project Real Estate"); and

WHEREAS, The City Council of the City (the "City Council") adopted an ordinance on April 9, 2008, designating the area encompassing the Building, otherwise known as the Milwaukee Avenue District, as a Chicago Landmark pursuant to the criteria established in Section 2-120-580, et seq. of the Municipal Code of Chicago (the "MCC"); and

WHEREAS, On November 9, 2023, the Landmarks Commission (as defined below) issued a written recommendation to the City Council finding that the Building is a contributing building to the historic character within the Milwaukee Avenue District, and such finding as a contributing building meets the definition of contributing building pursuant to the County Ordinance; and

WHEREAS, The Owners propose to rehabilitate the Building thereby preserving the historic building, increasing employment opportunities in the area and contributing to the long-term growth of the real property tax base (the "Project"); and

WHEREAS, The redevelopment objective of the City in connection with the Project Real Estate is to enhance the character of real estate in the City and Cook County; contribute to the long-term growth in the level of economic activity and employment opportunities in the City and Cook County; contribute to the long-term growth of Cook County's tax base; provide greater tax revenues to the City and Cook County by increasing economic activity at the Building; and facilitate the preservation of a historically significant building; and

WHEREAS, The Owners intend to use the Building for commercial purposes after the Project is completed by operating the Building for office, commercial, retail, and entertainment purposes (the "Intended Use"); and

WHEREAS, It is anticipated that the Project may require a transfer of a beneficial interest in the Owners to one or more entities who will receive an allocation of federal historic rehabilitation tax credits ("Tax Credit Investors"); and



WHEREAS, The Owners have applied to the Office of the Assessor of Cook County, Illinois (the "Assessor"), for designation of the Project Real Estate as a Class L classification eligible for certain real estate tax incentives pursuant to the County Ordinance; and

WHEREAS, Pursuant to the County Ordinance, the Class L classification is available to real estate which is to be used for commercial or industrial purposes and which (1) is a Landmark (as defined in the County Ordinance); and (2) has undergone Substantial Rehabilitation (as defined in the County Ordinance), which constitutes an investment by the owners of at least 50 percent of the building's full market value as determined by the Assessor in the assessment year prior to the commencement of the Substantial Rehabilitation; and the Class L incentive shall apply to the building only, except that if the entire building has been vacant and unused for at least 24 continuous months prior to the filing of the eligibility application with the Assessor, the land upon which the building is situated shall be eligible for the incentive; and

WHEREAS, The County Ordinance requires that, in connection with the filing of a Class L eligibility application with the Assessor, an applicant must obtain from the unit of local government in which the real estate is located, an ordinance or resolution which expressly states, among other things, that the local government: 1) has determined that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the property; 2) supports and consents to the granting of the incentive; and 3) has reviewed and accepted its Preservation Commission's (as defined in the County Ordinance) written recommendation of the project for the Class L incentive, specifying the project budget and proposed scope of the work, which meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; and

WHEREAS, The City is a Certified Local Government as defined in the County Ordinance and has established the City of Chicago Commission on Chicago Landmarks (the "Landmarks Commission"), and such Landmarks Commission is a Preservation Commission (as defined in the County Ordinance); and

WHEREAS, On November 9, 2023, the Landmarks Commission issued a written recommendation of the Project to the City Council recommending that the Project be approved by the Assessor for the Class L incentive, a copy of which is attached hereto as Exhibit 2 and hereby made a part hereof; and

WHEREAS, The Project Real Estate shall have been occupied and used for the 24-month period prior to the filing of the Class L eligibility application with the Assessor; making the Class L incentive applicable to the Building only; and

WHEREAS, The City requires, and the Owners have agreed to perform or cause to be performed, certain work as part of the Project as more fully described in (Sub)Exhibits A and B to Exhibit 2 attached hereto and incorporated herein, in furtherance of the City's efforts to promote a sustainable development policy; and

WHEREAS, The City encourages goals of: (i) in accordance with Section 2-92-420, et seq. of the MCC, 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the Project or any phase thereof), and (ii) in accordance with Section 2-92-330 of the MCC, 50 percent City resident hiring (measured against the total construction work hours for the Project or any phase thereof) where possible and the Owners have acknowledged that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and City residents to compete for contracts and jobs on construction projects approved by the City; and

WHEREAS, The Department of Planning and Development of the City ("DPD") has reviewed the proposed Project, has determined that it meets the necessary eligibility requirements for Class L designation, and hereby recommends to the City Council that the City expressly determine by ordinance, among other things, that: 1) the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate; 2) the City supports and consents to the granting of the incentive; and 3) the City has reviewed and accepted the Landmarks Commission's written recommendation of the Project for the Class L incentive, specifying the Project budget and proposed scope of the work, and specifying that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration, and Reconstruction of historic properties; now, therefore,

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

SECTION 1. The above recitals are hereby expressly incorporated as if fully set forth herein.

SECTION 2. The City hereby determines that the incentive provided by Class L is necessary for the Substantial Rehabilitation of the Project Real Estate.

SECTION 3. The City hereby expressly supports and consents to the granting of the Class L incentive. The City's support and consent to the grant of certification for the Class L incentive for the Project Real Estate is expressly conditioned upon the substantial completion of the Project as proposed by the Owners and approved by the City, both upon completion of the Substantial Rehabilitation of the Project Real Estate and during the term of the Class L incentive.

SECTION 4. The Project is anticipated to be completed by December 31, 2025, The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner (together with the Commissioner, an "Authorized Officer") shall have discretion to extend the construction completion date by issuing a written extension letter in response to a written request from the Owners. To the extent that the Project Real Estate is not rehabilitated, used or maintained during the term of the Class L incentive in a manner which is substantially consistent with the approved Project or Intended Use, as determined by the Authorized Officer, the Authorized Officer is hereby authorized to take such steps as may be necessary and appropriate to withdraw the City's support and consent to the Class L incentive, which may cause the Class L certification to be terminated or revoked.

SECTION 5. The City has reviewed and hereby accepts the Landmarks Commission's written recommendation (attached hereto as Exhibit 2) of the Project for the Class L incentive, which specifies the Project budget and proposed scope of the work, and which specifies that the Project meets or exceeds the Standards of the United States Department of the Interior for Rehabilitation, Preservation, Restoration and Reconstruction of historic properties.

SECTION 6. The Economic Disclosure Statement, as defined in the County Ordinance, has been received and filed by the City.

SECTION 7. The Authorized Officer is hereby authorized to deliver a certified copy of this ordinance to the Assessor and to furnish such additional information as may be required in connection with the filing of the application by the Owners with the Assessor for Class L designation of the Project Real Estate.

SECTION 8. The Authorized Officer is hereby authorized to approve minor changes in the scope of work and budget delineated on (Sub)Exhibits A and B to Exhibit 2 hereof, provided that changes in the Building conditions warrant such changes and will not change the suitability of the Project Real Estate for the Intended Use (all as determined in the sole discretion of the Authorized Officer). Changes to the Project budget delineated on (Sub)Exhibit A to Exhibit 2 shall not require prior City approval provided that the Project is substantially completed in accordance with the scope of work defined in (Sub)Exhibit B to Exhibit 2 and achieves the minimum investment required for Class L eligibility.

SECTION 9. Upon request by the Owners for a final determination of the eligibility of the Project Real Estate for the Class L incentive by the Landmarks Commission pursuant to the County Ordinance upon completion of the Substantial Rehabilitation of the Project Real Estate, the Authorized Officer shall verify that the work performed substantially conforms to the Project approved by the City and that the Project Real Estate is eligible for the Class L incentive (the "Final Determination"). If the Owners do not receive a Final Determination, then the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project shall be null and void.

SECTION 10. Any conveyance of all or a portion of the Project Real Estate by the Owners before the Final Determination shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void. Any renewed support and consent of the City for the Class L incentive contemplated in connection with the Project undertaken by a successor in interest to the Owners of the Project Real Estate prior to the Final Determination shall require additional authorization by the City Council. Any change prior to the Final Determination in the direct owners in excess of 7.5 percent of the Owners or who constitute the direct or indirect controlling parties of the Owners, as determined by the Corporation Counsel (an "Ownership Change"), shall render the support and consent of the City for the Class L incentive set forth hereunder in connection with the Project null and void, unless such Ownership Change is approved by the Authorized Officer in his or her discretion. This section shall not apply to the transfer of a beneficial interest in the Owners to Tax Credit Investors with respect to the Project, or to the transfer of a leasehold interest in the Project Real Estate to a master tenant entity owned in whole or in part by one or more Tax Credit Investors, provided that such transfers do not involve a change to the direct or indirect controlling parties of the Owners.

SECTION 11. No permit fee waiver(s) pursuant to Section 2-120-815 of the MCC from the City related to the Project Real Estate shall be granted to the Owners during the rehabilitation of the Project and prior to the expiration of the Class L incentive related to the Project Real Estate.

SECTION 12. To the extent that any ordinance, resolution, order or provision of the MCC, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall be controlling. If any section, paragraph, clause or provision 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 13. To assist the City in promoting and tracking such M/WBE and City resident participation, the Owners agree to provide information to the Committee on Economic, Capital and Technology Development at two points in the City approval process for the Project. First, the Owners agree to submit to the Committee on Economic, Capital and Technology Development an M/WBE Participation Proposal prior to commencement of construction of the Project. The M/WBE Participation Proposal shall identify the Owners' goals for participation of certified M/WBE firms in the design, engineering, and construction of the Project, and of City residents in the construction work. The M/WBE Participation Proposal shall include a description of the Owners' proposed outreach plan designed to inform M/WBEs and City residents of job and contracting opportunities. Second, prior to issuance of a Final Determination for the Project or any phase thereof, the Owners agree to provide the Committee on Economic, Capital and Technology Development with the actual level of M/WBE and City resident participation in the Project or any phase thereof, and evidence of such participation. In addition to the forgoing, the Committee on Economic, Capital and Technology Development may request such additional information as the Committee determines may be necessary or useful in evaluating the extent to which M/WBEs and City residents are informed of and utilized in projects that seek the Class L classification.

SECTION 14. This ordinance shall be effective from and after its passage and approval.

Exhibits 1 and 2 referred to in this ordinance read as follows:

*Exhibit 1.*  
(To Ordinance)

Legal Description (subject to final title and survey):

Lots 9, 10, 11, 12, 13, 14, 15 and 16 in O.H. Allen's Subdivision of Block 5 in Assessor's Division of Undivided Lands in the northeast quarter and the east half of the northwest quarter of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address Commonly Known As:

1565 -- 1589 North Milwaukee Avenue.

Permanent Index Number:

17-06-200-001-0000.

\* A petition for a Tax Division was filed with the Office of the Cook County Assessor in October 2023, and is currently pending.

*Exhibit 2.*  
(To Ordinance)

*Commission On Chicago Landmarks.*  
*November 9, 2023*

*Milwaukee Avenue District.*

*1565 -- 1589 N. Milwaukee Ave.*

**To the Mayor and Members of the City Council of the City of Chicago:**

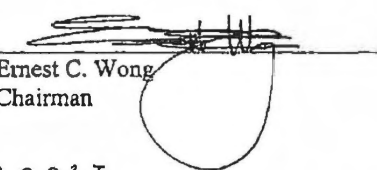
**Whereas**, the building at 1565-1589 N. Milwaukee Avenue (the "Building") is within the Milwaukee Avenue District, designated as a Chicago Landmark by the City Council of the City of Chicago (the "City Council") on April 9, 2008; and

**Whereas**, the Commission on Chicago Landmarks (the "Commission") has reviewed an application for the proposed exterior and interior rehabilitation of the Building (the "Project"), pursuant to the Cook County Real Property Assessment Classification Ordinance, as amended (the "County Ordinance"), and its requirements governing the Class L real estate tax incentive (the "Class L"); now, therefore

**THE COMMISSION ON CHICAGO LANDMARKS HEREBY:**

1. Incorporates the above recitals; and
2. Finds, based on the Project's budget and proposed scope of work, incorporated herein and attached as Exhibits A and B respectively, that the Project meets or exceeds the *Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*; and
3. Finds that the Project meets the eligibility criteria for the Class L incentive specified in the County Ordinance;
4. Finds that 1565-1589 N. Milwaukee is a contributing building to the historic character of the Milwaukee Avenue District; and,
5. Recommends that the Project be approved for the Class L incentive.

The above recommendation was passed unanimously (6-0)

  
Ernest C. Wong  
Chairman

Dated: November 9, 2023

(Sub)Exhibits "A" and "B" referred in this Commission on Chicago Landmarks Written Recommendation of Project read as follows:

(Sub)Exhibit "A".  
(To Commission On Chicago Landmarks Written  
Recommendation Of Project)

*Project Budget.*

1565 -- 1589 N. Milwaukee Ave.

Category	Non-Eligible Costs	Class L - Eligible Costs	Total Costs
<b>1. Building Acquisition</b>	19,600,000		19,600,000
<b>2. Acquisition Closing Costs</b>	293,509		293,509
<b>3. Hard Costs [List Hard Costs Below]</b>			
Masonry		20,000	20,000
Therm/Moist Prot		100,000	100,000
Doors/Windows		500,000	500,000
Conveying Systems		150,000	150,000
Fire Protection		250,000	250,000
Structural		100,000	100,000
Mechanical		1,200,000	1,200,000
Electrical		500,000	500,000
Plumbing		50,000	50,000
Low Voltage		1,500	1,500
General Conditions		285,150	285,150
Insurance		45,000	45,000
<b>Total Hard Costs</b>		<b>3,201,650</b>	<b>3,201,650</b>
<b>4. Soft Costs</b>			
Permit Fees		10,000	10,000
A&E		150,000	150,000
Consulting		42,000	42,000
Legal		63,000	63,000
Insurance		32,000	32,000
Development Management		200,000	200,000
Leasing Commissions	100,000		100,000
Other Marketing	40,000		40,000
Preliminary Budget Contingency (10%)		390,000	390,000
<b>Total Soft Costs</b>	<b>140,000</b>	<b>887,000</b>	<b>1,027,000</b>
<b>Project Total Costs</b>	<b>20,033,509</b>	<b>4,088,650</b>	<b>24,122,159</b>

\*Note: 30 points for Sustainable Development are incorporated in Plumbing (low flow), Transit Access, and Electrical (digital CTA displays).

*(Sub)Exhibit "B".*  
(To Commission On Chicago Landmarks Written  
Recommendation Of Project)

*Scope Of Work.*

General. All work affecting the significant historical and architectural features shall be done in accordance with the following:

- The City of Chicago's building permit review procedures and the Landmarks Ordinance, 2-120-580, et seq. of the Municipal Code of Chicago.
- The review and approval of the Commission.
- The U.S. Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings (the "Standards") and the Guidelines for Alterations to Historic Buildings and New Construction, adopted by the Commission on March 4, 1992.
- Historic photographs, architectural drawings, and any other available archival documentation of the building, to be investigated and assembled by the property owner.
- The following drawings and any Commission/PRC conditions of approval:
- Drawings prepared by SGW Architecture Design dated August 23, 2023, and the PRC conditions of approval dated September 21, 2023.

Required Approvals. All work must be submitted to the Commission staff for prior review and approval. The Commission staff may require as part of its review, as appropriate, material samples, paint colors and finishes, shop drawings, specifications, mock-ups, test patches, and control samples.

Required Work.

Exterior:

Work shall include:

- Storefronts: Replace all the storefronts on the locations indicated on the floor plans (185 linear feet on Milwaukee Avenue and 170 linear feet on North Avenue) so the appearance more closely matches the historic style and configuration shown in the original Holabird & Roche plans and is consistent for the larger part of the building. Glazing will be clear.



- Soffits: If the existing ceiling is currently below the top of the new storefront system, then interior alterations will be completed so all soffits, dropped ceilings, and mechanical equipment will be set back a minimum of 3 feet, 0 inches from the plane of the storefront glazing to keep the storefronts unobstructed to maintain light and views into the space.
- Terracotta: A 14-square-foot area of terracotta on a pier between the storefronts on the north elevation will be patched and repaired. This work will be consistent with terracotta facade repairs completed in 2017.
- Roof: Repair the roof membrane with a new reflective coating to improve energy performance and reduce heat island effect.

#### Interior:

##### Work shall include:

- HVAC upgrades -- As the 2<sup>nd</sup> and 3<sup>rd</sup> floors do not currently have air conditioning or fresh air ventilation, modern high-efficiency non-ducted HVAC systems will be added to those levels. Eight out of the nine retail spaces are currently using thru-wall or mini-split heating and cooling units mounted on the storefront windows without ventilation. These systems will be replaced with high-efficiency HVAC systems with rooftop equipment. Structural modifications will be made to the roof to support new equipment and add vertical chases to the 2<sup>nd</sup> and 3<sup>rd</sup> floors as required.
- Upgrade the passenger elevator at the main lobby to improve safety and accessibility, including enlarged door openings and a new elevator cab.
- Although the building does have a fire sprinkler system, it does not currently have an alarm system. The life safety systems will be upgraded to include a new pump for the sprinkler system and a new integrated fire alarm system with sprinkler heads to be replaced as necessary.
- Upgraded electrical service and distribution to meet the requirements of a modern HVAC system and various needs of the nine retail tenants.
- Replace all plumbing fixtures with new low-flow fixtures to reduce water use and conserve that valuable resource.
- Add CTA digital display in the main lobby.

##### Sustainable Features:

- The project will meet the Chicago Sustainability Development Matrix for Moderate Renovation Projects -- seeking 30 points (Indoor Water Use Reduction -- 20 points, Proximity to Transit -- 5 points, CTA Display -- 5 points).



Work shall occur in accordance with permit drawings for the Project, to be reviewed and approved by the staff of the Commission on Chicago Landmarks.

Additional Work:

Any signage and exterior illumination shall be reviewed and approved by the Commission prior to installation.

---

SUPPORT FOR AFFORDABLE CONNECTIVITY PROGRAM AND CONTINUED CONGRESSIONAL FUNDING.

[R2024-0008207]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on March 14, 2024, having had under consideration a resolution in support of the Affordable Connectivity Program and support for continued congressional funding (R2024-0008207), introduced on February 21, 2024 by the Honorable Brandon Johnson, Mayor, begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chair.*

On motion of Alderperson Villegas, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

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

*Nays* -- None.

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

The following is said resolution as adopted:

WHEREAS, In our modern society, the internet is a critical piece of infrastructure, without which our residents cannot access needed educational, healthcare, governmental, and employment resources, not to mention participating in community through communicating with neighbors and loved ones; and

WHEREAS, Despite the technological leaps of recent decades, still too many of our constituents are left without access to high-speed internet due to a lack of infrastructure or prohibitively high costs, particularly affecting underserved communities, veterans and military families, and seniors, leading to significant economic, health, and other disparities; and

WHEREAS, In 2021, as part of the Bipartisan Infrastructure Law, Congress established the Affordable Connectivity Program ("ACP"), a \$14.2 Billion program which supports eligible low-income households struggling to afford monthly internet service by ensuring that such households have the connections and equipment they need for work, school, healthcare, and participation in society more generally; and

WHEREAS, Since its inception, the ACP's monthly discounts towards internet service and one-time discount on purchases of a laptop, desktop, or tablet have helped over 23,000,000 households, nearly half of the households are military families, one-in-four are African American, and one-in-four are Latino; and

WHEREAS, However, the Federal Communications Commission ("FCC") ceased to accept new applications for the ACP on February 8, 2024, as the initial \$14.2 Billion appropriated by Congress is expected to run out in April 2024; and

WHEREAS, Without further action from Congress, the ACP will sunset, causing millions of American households to lose their access to this vital technological infrastructure; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago affirm our support for the Affordable Connectivity Program, and urge Congress to take immediate action to approve funding that will allow the Federal Communications Commission to continue providing this much needed assistance to ensure eligible low-income households continued access to high-speed internet necessary for work, education, healthcare, and participation in our modern society; and

*Be It Further Resolved*, That suitable copies of this resolution be sent to President Joseph R. Biden, Vice President Kamala Harris, and the Illinois Congressional delegation.

---

**COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT.**

---

APPOINTMENT OF MARSHALL ELIJAH HATCH, SR. AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2024-0007853]

The Committee on Education and Child Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Education and Child Development, for which a meeting was held on Friday, March 15, 2024, having had under consideration the appointment of Reverend Marshall Elijah Hatch, Sr. as a member of the Board of Trustees of Community College District Number 508 (A2024-0007853), begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) JEANETTE B. TAYLOR  
*Chair.*

On motion of Alderperson Taylor, the committee's recommendation was *Concurred In* and the said proposed appointment of Marshall Elijah Hatch, Sr. as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF DARLENE OLIVER HIGHTOWER AS MEMBER OF BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2024-0007855]

The Committee on Education and Child Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Education and Child Development, for which a meeting was held on Friday, March 15, 2024, having had under consideration the appointment of Darlene Oliver Hightower as a member of the Board of Trustees of Community College District Number 508 (A2024-0007855), begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) JEANETTE B. TAYLOR  
*Chair.*

On motion of Alderperson Taylor, the committee's recommendation was *Concurred In* and the said proposed appointment of Darlene Oliver Hightower as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF KATYA NUQUES AS MEMBER OF BOARD OF TRUSTEES  
OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2024-0007852]

The Committee on Education and Child Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Education and Child Development, for which a meeting was held on Friday, March 15, 2024, having had under consideration the appointment of Katya Nuques as a member of the Board of Trustees of Community College District Number 508 (A2024-0007852), begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) JEANETTE B. TAYLOR  
*Chair.*

On motion of Alderperson Taylor, the committee's recommendation was *Concurred In* and the said proposed appointment of Katya Nuques as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

---

APPOINTMENT OF OSCAR SANCHEZ AS MEMBER OF BOARD OF TRUSTEES  
OF COMMUNITY COLLEGE DISTRICT NO. 508.

[A2024-0007856]

The Committee on Education and Child Development submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Education and Child Development, for which a meeting was held on Friday, March 15, 2024, having had under consideration the appointment of Oscar Sanchez as a member of the Board of Trustees of Community College District Number 508 (A2024-0007856), begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) JEANETTE B. TAYLOR  
*Chair.*

On motion of Alderperson Taylor, the committee's recommendation was *Concurred In* and the said proposed appointment of Oscar Sanchez as a member of the Board of Trustees of Community College District Number 508 was *Approved* by yeas and nays as follows:

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

Nays -- None.

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

---

## COMMITTEE ON HOUSING AND REAL ESTATE.

---

AMENDMENT OF SECTION 2-44-135 OF MUNICIPAL CODE BY EXTENDING EXPIRATION DATE FOR DEMOLITION PERMIT SURCHARGE ORDINANCE TO DECEMBER 31, 2024.

[O2024-0007881]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 15, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on March 13, 2024 and to which was referred a proposed ordinance introduced from sponsors Alderpersons Ramirez-Rosa, La Spata, Fuentes and Sigcho-Lopez for the amendment of Municipal Code Section 2-44-135 by extending expiration date for demolition surcharge to December 31, 2024 (1<sup>st</sup>, 25<sup>th</sup>, 26<sup>th</sup> and 35<sup>th</sup> Wards) (O2024-0007881), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

The recommendation was passed by the same roll call vote 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

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

WHEREAS, Protecting such naturally occurring affordable housing is critical to protecting vulnerable households from displacement; and

WHEREAS, Two particular areas in the City are experiencing high levels of gentrification and displacement of vulnerable households: the area adjacent to the 606 trail and the Pilsen neighborhood; and

WHEREAS, The area adjacent to the 606 trail is a transit-rich neighborhood that has experienced significant change due to a major public investment in a neighborhood amenity, and Pilsen is a transit-rich neighborhood that has experienced significant change due to its proximity to downtown jobs and cultural vibrancy; and



WHEREAS, With respect to the 606 area, the Institute for Housing Studies at DePaul University estimates the area lost almost 60 two- to six-flat residential buildings to redevelopment as single-family homes between 2013 and 2018, representing hundreds of vulnerable households displaced by the elimination of such unsubsidized and naturally occurring affordable housing; and

WHEREAS, The Institute for Housing Studies has further found that while prices for one- to four-unit buildings in areas vulnerable to displacement in the 606 trail area west of Western Avenue were 30 percent below the citywide average in 2012, they were double the citywide average in 2018, creating significant difficulties for low- and moderate-income households with respect to housing affordability; and

WHEREAS, With respect to the Pilsen neighborhood, census tract data from the American Community Survey show that between 2013 and 2018, the Lower West Side Community Area, in which Pilsen is the main neighborhood, was the only Community Area in Chicago that registered both an increase of more than 15 percent in median household income from households earning below \$50,000 and an increase of more than 10 percentage points in adults with four-year college degrees, which are two primary indicators of gentrification; and

WHEREAS, The American Community Survey also reveals that the Pilsen neighborhood lost nearly 16,000 Latino residents between 2000 and 2019; and

WHEREAS, It is in the public interest to protect vulnerable households in the 606 trail area and the Pilsen neighborhood from displacement by assessing a surcharge on demolitions of dwelling units within the boundaries defined in Sections 17-7-580 and 17-7-590 of the Municipal Code of Chicago; and

WHEREAS, The City implemented a Demolition Surcharge pilot in the 606 area and Pilsen neighborhood with O2021-746 in March of 2021 and extended this pilot with O2022-885 in March of 2022; and

WHEREAS, Since the Demolition Surcharge pilot was implemented, Department of Housing analysis shows that the number of demolition permits issued has fallen in both the 606 area and Pilsen neighborhood, but that some demolitions have continued; and

WHEREAS, Research shows that other municipalities, such as Highland Park, Evanston and Northbrook have demolition surcharges between \$10,000 and \$15,000 per permit; and

WHEREAS, This surcharge is authorized under the City's home rule powers, as well as the Illinois Municipal Code, 65 ILCS 5/1-1-1, et seq. (particularly Section 11-42-1 of the Illinois Municipal Code, 65 ILCS 5/11-42-1); 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 of this ordinance, which shall be known as the Demolition Permit Surcharge Ordinance.

SECTION 2. On March 24, 2021, the City Council of the City of Chicago passed an ordinance, referenced as O2021-746, published on pages 28494 through 28498 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date ("the Demolition Permit Surcharge Ordinance"). On March 23, 2022, the City Council of the City of Chicago passed an ordinance amending Section 3 of O2021-746, referenced as O2022-885, published on pages 45493 through 45496 of the *Journal of the Proceedings of the City Council of the City of Chicago* for that date. Section 3 of the Demolition Permit Surcharge Ordinance, initially passed on March 24, 2021, is hereby further amended by deleting the language stricken through and by inserting the language underscored, as follows:

Section 3. This ordinance shall take full force and effect on April 1, 2021 and shall expire and be repealed of its own accord, without further action by the City Council, on ~~April 1, 2024~~ December 31, 2024. This ordinance shall apply to permits applied for on and after the effective date as well as permits applied for before the effective date, but which have not been issued by such date.

SECTION 3. Section 2-44-135 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

2-44-135 Demolition Permit Surcharge Ordinance.

(Omitted text is not affected by this ordinance.)

(g) Duration. The surcharge required under this section shall be in effect through ~~April 1, 2024~~ December 31, 2024. At least 150 days prior to such date, the Department of Housing shall submit to the City Council Committee on Housing and Real Estate a written report identifying the amount of revenue generated under this section; its observed effect on development activity in the applicable pilot area; and any other information that the committee may require.

(h) Rules. The Commissioner is authorized to promulgate rules necessary or appropriate to implement this section.

(i) Application Of Uniform Revenue Procedures Ordinance. Whenever not inconsistent with the provisions of this section or whenever this section is silent, the provisions of the Uniform Revenue Procedures Ordinance, Chapter 3-4 of this Code shall apply and supplement this section.

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

ACCEPTANCE OF BID FOR PURCHASE OF CITY-OWNED PROPERTY AT 6222 S. WOLCOTT AVE. UNDER ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

[O2024-0007894]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 15, 2024

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on March 13, 2024 and to which was referred a proposed ordinance from the Department of Planning and Development for the sale of City-owned property at 6222 South Wolcott Avenue to J. Artemio Munoz Bucio and Maria del Carmen Munoz under the Adjacent Neighbors Land Acquisition Program (16<sup>th</sup> Ward) (O2024-0007894), 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 vote 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and costly to clean up and maintain, and because title to such properties is vested in the City, the properties were exempted from real estate taxes, thus depriving the City of revenue; and

WHEREAS, Pursuant to an ordinance (the "Original Program Ordinance") adopted by the City Council of the City ("City Council") on March 6, 1981 and published on pages 5584 and 5585 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("Journal") for such date, the City established a program for the disposition of certain vacant real property owned by the City known as the Adjacent Neighbors Land Acquisition Program; and

WHEREAS, The Original Program Ordinance was amended by ordinances adopted on July 23, 1982 and published in the *Journal* for such date at pages 11830 -- 11833, and on January 7, 1983 and published in the *Journal* for such date at pages 14803 -- 14805 (the Original Program Ordinance and such two amending ordinances, collectively, the "Original ANLAP Ordinances"); and

WHEREAS, Pursuant to an ordinance adopted by the City Council on September 14, 1994 and published in the *Journal* for such date at pages 56195 -- 56198, the City Council repealed the Original ANLAP Ordinances, and established a new program, also known as the Adjacent Neighbors Land Acquisition Program, for the disposition of certain vacant real property owned by the City, which ordinance was subsequently amended by ordinances adopted on September 4, 2002 and published in the *Journal* for such date at pages 92771 -- 92773, and on July 28, 2010 and published in the *Journal* for such date at pages 97370 -- 97374, and on June 25, 2014 and published in the *Journal* for such date at pages 83533 -- 83535 (such new program, as amended, the "ANLAP Program"); and

WHEREAS, Pursuant to the current ANLAP Program, as codified at Municipal Code Section 2-159-010, et seq. (the "ANLAP Program Ordinance"), a qualified City-owned parcel may be sold if it has an appraised value of not more than Fifty Thousand Dollars (\$50,000); and

WHEREAS, Pursuant to the ANLAP Program: (i) if the property appraises at or for less than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least One Thousand and no/100 Dollars (\$1,000.00); or (ii) if the property appraises at or for less than Twenty Thousand and no/100 Dollars (\$20,000.00) but more than Ten Thousand and no/100 Dollars (\$10,000.00) the minimum acceptable bid must be at least Two Thousand and no/100 Dollars (\$2,000.00); or (iii) if the property appraises for more than Twenty Thousand and no/100 Dollars (\$20,000.00) the minimum acceptable bid must be Two Thousand and no/100 Dollars (\$2,000.00), plus fifty percent (50%) of the appraised value which exceeds Twenty Thousand and no/100 Dollars (\$20,000.00); and

WHEREAS, Pursuant to the ANLAP Program, an Adjacent Neighbor means a person who owns one parcel, or two or more contiguous parcels, of real property that is immediately adjacent to a city-owned parcel and at least one of the parcels is an improved parcel which the person occupies as his primary residence; and

WHEREAS, Pursuant to the ANLAP Program, any deed conveying a parcel pursuant thereto shall contain covenants which: (1) prohibit the grantee from conveying, assigning or otherwise transferring the parcel except in conjunction with the sale of the real estate on which grantee's primary residence is located; and (2) require that the parcel be improved with landscaped open space within six (6) months of the conveyance of such parcel and prohibit the construction of any permanent improvements on the parcel, excluding only improvements made by the grantee on the parcel that constitute an integrated addition to the grantee's primary residence, or a garage appurtenant thereto; and (3) require the grantee to maintain the parcel in accordance with the provisions of the Municipal Code of Chicago. The covenants shall terminate ten (10) years after the date of the conveyance of the parcel to the grantee; and

WHEREAS, The City's Department of Planning and Development ("DPD") desires to convey the vacant parcel of real property identified on Exhibit A to this ordinance (the "ANLAP Parcel") to the Purchaser; and

WHEREAS, The ANLAP Parcel is located in the 63<sup>rd</sup>/Ashland Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council on March 29, 2006 and published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 72958 through 73124, as amended; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on May 9, 2022; and

WHEREAS, Purchaser's proposal was the highest ANLAP bid received by DPD by the deadline indicated in the aforesaid notice; and

WHEREAS, By Resolution Number 23-049-21 adopted on November 16, 2023, the Plan Commission approved the sale of the ANLAP Parcel to the Purchaser; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchaser to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchaser for the purchase price of \$1,000.00. Such deed shall include a covenant obligating the Purchaser to use the ANLAP Parcel only for a use consistent with the land uses permitted under the redevelopment plan for the Area and consistent with the requirements of the ANLAP Program Ordinance.

SECTION 3. The Commissioner of DPD (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the Property or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 4. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

SECTION 5. All ordinances, resolutions, motions, or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Bidder:

J. Artemio Munoz Bucio and Maria del Carmen Munoz.

Bidder's Address:

6224 South Wolcott Avenue  
Chicago, Illinois 60636.

Appraised Value ("As Is"):

\$2,400.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 328 in E.A. Cummings and Company's 63<sup>rd</sup> Street Subdivision of the west half of the southeast quarter of Section 18, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

6222 South Wolcott Avenue  
Chicago, Illinois 60636.

Property Index Number:

20-18-425-026-0000.

---

SALE OF VACANT CITY-OWNED PROPERTIES "AS-IS" AT VARIOUS LOCATIONS  
UNDER CHIBLOCKBUILDER PROGRAM.

[SO2024-0007907]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 15, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on March 13, 2024 and to which was referred a proposed substitute ordinance from the Department of Planning and Development for the sale of City-owned parcels "as-is" to various applicants under ChiBlockBuilder platform at 543 North Long Avenue, 4907 West Huron Street, 10744 South Eggleston Avenue, 11706 South Sangamon Street, 8739 South Morgan Street and 8616 South Carpenter Street (17<sup>th</sup>, 21<sup>st</sup> and 37<sup>th</sup> Wards) (SO2024-0007907), having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

The recommendation was passed by the same roll call vote as was used to determine quorum in committee.

Sincerely,

(Signed) BYRON SIGCHO-LOPEZ,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City, through the foreclosure of demolition liens, tax sales and other methods of acquisition, has acquired title to numerous parcels of real property which are of minimal value and are costly to clean up and maintain, and because title to such properties is vested in the City, the properties are exempt from real estate taxes; and

WHEREAS, The City has traditionally sold much of its land directly to purchasers after receiving property inquiries, a method which is inefficient, labor-intensive and also lacks transparency; and

WHEREAS, In an effort to attract and reach potential buyers and create a more competitive process, the Department of Planning and Development (the "Department") created [chiblockbuilder.com](http://chiblockbuilder.com) ("ChiBlockBuilder"), a website-based platform for selling vacant City-owned property with predetermined purchase prices and online application materials; and



WHEREAS, ChiBlockBuilder allows prospective buyers to view a map of available properties online, and apply to purchase lots for targeted purposes; and

WHEREAS, The Department retained the services of CBRE Group, Inc. to provide market value assessments of the available City-owned properties based on comparable sales, and these market value assessments are posted on the ChiBlockBuilder website to establish purchase prices for all properties marketed for sale; and

WHEREAS, The Department advertised more than 2,000 City-owned lots for sale on the ChiBlockBuilder website in its first round of bidding, which began on November 17, 2022 and ended on February 3, 2023 (the "First Application Period"); and

WHEREAS, The Department hosted three virtual information webinars for the public on December 8, 2022 (English), December 16, 2022 (Spanish) and January 12, 2023 (English) to walk prospective applicants through the ChiBlockBuilder process, and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, ChiBlockBuilder provided local real estate brokers support, in English and Spanish, to respond to inquiries from prospective applicants and help prospective applicants identify available City-owned property and submit online applications for the purchase of such City-owned property; and

WHEREAS, A public notice directing prospective applicants to ChiBlockBuilder for listings of City-owned properties for sale was published in the *Chicago Tribune* on January 20, January 27 and February 3, 2023; and

WHEREAS, City lots sold through the ChiBlockBuilder platform are required to conform with their current zoning; and

WHEREAS, The Department accepted applications in five categories: affordable housing, market rate housing, side yards, open space, and commercial development; and

WHEREAS, This ordinance authorizes the sale of City lots in the open space category; and

WHEREAS, Eligible open space buyers had to meet the following qualifications: (1) be residents, nonprofit organizations, or next-door business owners; (2) submit a site plan, budget, and program for the project; (3) have support from the nearby community for the project; (4) be able to maintain and care for the lot; (5) be able to pay property taxes on the land; and (6) complete projects within one year from closing; and

WHEREAS, Specific evaluation criteria for open space projects included: the detail and quality of the project description and site plan, the project budget, the impact on next door neighbors and the surrounding community, and proof of support for the project from neighbors, such as letters of support, presentations at community meetings, or consistency with neighborhood plans; and

WHEREAS, The Department selected buyers (each, a "Buyer") for multiple City lots (each, a "City Lot") in the open space category in the First Application Period, as identified on Exhibit A attached hereto; and

WHEREAS, The names of all applicants for each City Lot, the names of the finalists, and a summary of the finalist proposals are set forth on Exhibit B attached hereto; and

WHEREAS, The Department desires to convey each City Lot to the respective Buyer as identified on Exhibit A hereto; and

WHEREAS, The Buyers have agreed to purchase the City Lots for the purchase prices listed on Exhibit A (each, a "Purchase Price"), which represent 10 percent of the market value assessment for the applicable City Lots; and

WHEREAS, By resolutions adopted on November 16, 2023, the Chicago Plan Commission approved the disposition of the City Lots identified as City Lots 1, 2, 3, 4 and 5 to the Buyers identified on Exhibit A; and

WHEREAS, By resolution adopted on December 21, 2023, the Chicago Plan Commission approved the disposition of the City Lot identified as City Lot 6 to the Buyer identified on Exhibit A; and

WHEREAS, City Lot 3 is located in the 107<sup>th</sup> and Halsted Tax Increment Financing Redevelopment Project Area, approved by City Council on April 4, 2014 and the Department has determined that the sale is consistent with the redevelopment plan and project for the redevelopment area; and

WHEREAS, City Lot 4 is located in the 119<sup>th</sup> Street/I-57 Tax Increment Financing Redevelopment Project Area, approved by City Council on November 6, 2002 and the Department has determined that the sale is consistent with the redevelopment plan and project for the redevelopment area; and

WHEREAS, By resolutions adopted on December 12, 2023, the Community Development Commission recommended the sale of City Lot 3 and City Lot 4 to the Buyers identified on Exhibit A; 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 incorporated herein and made a material part of this ordinance.

SECTION 2. The City Council hereby approves the sale of each City Lot to the respective Buyers identified on Exhibit A hereto in its "As Is" condition for the Purchase Prices listed on Exhibit A.

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, quitclaim deeds (each, a "Deed") conveying the City Lots to the respective Buyers, or to a land trust of which the Buyer is the sole beneficiary, or to an entity of which the Buyer is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of each Deed, the conveyance of each City Lot shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other title defects as may exist; and any and all exceptions caused by the acts of the Buyer or the Buyer's agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for each City Lot and which shall run with the land and be binding upon and enforceable against the Buyer and the Buyer's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve City Lot With Open Space.** Buyer shall improve the City Lot with the open space project described in Buyer's ChiBlockBuilder application and approved by the City's Department of Planning and Development within one (1) year from the date of this Deed. If this condition is not met, the City may record a notice of default against the City Lot and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the City Lot and re-vest title in the City. Buyer, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the City Lot to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed; provided however, if Buyer delivers written notice to the Commissioner of the City's Department of Planning and Development, or any successor department thereto, that such improvements have been made to the City Lot, along with documentation evidencing such improvements, the right of reverter shall terminate on the date Buyer records such notice countersigned by the Commissioner, or the Commissioner's designee, with the Cook County Clerk, Recordings Division.
2. **Environmental Documents Review.** The City, acting through its Bureau of Environmental, Health and Safety Management in the Department of Fleet and Facility Management (formerly Assets, Information and Services) ("Bureau"), has conducted a limited review ("Limited Review") of certain City records and other information ("Review Documents") in an effort to identify potential environmental concerns associated with the City Lot. Buyer acknowledges and agrees that Buyer has previously received a summary of the Bureau's Limited Review, and that the City has made all Review Documents available to Buyer for inspection and copying upon request.
3. **Limited Nature Of City's Limited Review.** Buyer acknowledges and agrees that the City does not represent or warrant that the Bureau's methodology for or findings from its Limited Review are accurate or complete or that the environmental condition of or risks to the City Lot are consistent with the Bureau's summary of its Limited Review. Buyer acknowledges and agrees that the City did not perform a Phase I Environmental Site Assessment or conduct a thorough environmental investigation of the City Lot, and

that the City's review of the Review Documents was limited. Buyer acknowledges and agrees that the Bureau's Limited Review may not have located all City, publicly available, or other documents or information relating to the condition of the City Lot, and that there may be other conditions, uses, and sources or types of contamination affecting the City Lot. Buyer acknowledges and agrees that the City is not obligated to locate all such documentation or information or to perform any environmental investigation or evaluation of the City Lot.

4. **Historic Contamination Of Urban Land.** Buyer acknowledges and agrees that properties in urban areas, including Chicago, are frequently impacted by historical conditions and uses that may not be documented in the Review Documents, such as (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from existing or former gas stations, dry cleaners, metal finishing operations, lumber treatment facilities, and other commercial, industrial or manufacturing land uses, (d) illegal dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historical use of lead gasoline and surrounding industries. Buyer acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils, "Reusing Potentially Contaminated Landscapes: Growing Gardens in Urban Soils", EPA 542/F-10/011 (Spring 2011).
5. **"As Is", "Where Is" And "With All Faults" Conveyance.** Buyer acknowledges and agrees that Buyer has had an opportunity to inspect the City Lot and is relying solely upon Buyer's own inspection and other due diligence activities that Buyer may have conducted in determining whether to acquire the City Lot, and not upon any information provided by or on behalf of the City with respect thereto, including without limitation, the Limited Review, the Review Documents and any summary thereof. Buyer acknowledges and agrees that the City Lot is being conveyed, and Buyer accepts the City Lot, 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 City Lot or the suitability of the City Lot for any purpose whatsoever. Buyer acknowledges and agrees that Buyer is solely responsible for any investigation and remediation work necessary to put the City Lot in a condition which is suitable for its intended use.
6. **Release Of City.** Buyer, on behalf of Buyer and Buyer's heirs, transferees, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments, officials, agents, representatives, contractors and consultants, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the City Lot.

7. Affordable Housing And Municipal Code Requirements. Buyer acknowledges and agrees that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the City Lot may be subject to the requirements of the Affordable Requirements Ordinance. Buyer also acknowledges and agrees that other provisions of the Municipal Code of Chicago (currently and as hereafter amended, supplemented or replaced) apply to the City Lot and Buyer's use, maintenance, and transfer of the City Lot.

SECTION 4. The Commissioner of the Department ("Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title with respect to the City Lot or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity of such provision shall not affect any of the other provisions of this ordinance.

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 Descriptions, Buyers And Purchase Prices.*

(Legal Descriptions Are Subject To Title Commitment And Survey)

City Lot 1.

543 N. Long Ave.

The west 100 feet of Lot 14 in Block 5 in Lyman Bridge's Addition to Chicago in the northwest quarter of Section 9, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

543 North Long Avenue  
Chicago, Illinois 60644.

Permanent Index Number:

16-09-116-046-0000.

Buyer:

Regarding 2050 LLC.

Ward/Community Area:

37/Austin.

TIF Area:

Not Applicable.

Size/Zoning:

2,386 square feet/RS3.

Market Value:

\$7,157.

Purchase Price:

\$716 (10 percent of Market Value).

Open Space Use:

Community Garden. The proposed community garden project is defined by community engagement and supported by local partner, A House in Austin NFP, a family support center. The project goal is for local residents to participate in and take personal ownership of the garden. Buyer plans to hold outdoor events and classes at the proposed garden.

City Lot 2.

4907 W. Huron St.

Lot 3 in Block 10 in George C. Campbell's Subdivision of the northeast quarter of the northeast quarter of Section 9, and the south half of the southeast quarter of the southeast quarter of Section 4, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4907 West Huron Street  
Chicago, Illinois 60644.

Permanent Index Number:

16-09-211-019-0000.

Buyer:

Regina Lewis.

Ward/Community Area:

37/Austin.

TIF Area:

Not Applicable.

Size/Zoning:

3,012 square feet/RS3.

Market Value:

\$9,036.

Purchase Price:

\$904 (10 percent of Market Value).

Open Space Use:

Community Garden With A Barbeque And Gazebo. Buyer plans to secure the fence and make a safe place for participants in her summer program called Diamond-in-the-Rough, which helps men get back on their feet. The surrounding community will also be invited to use the space. Buyer has maintained this lot for 20 years.

City Lot 3.

10744 S. Eggleston Ave.

Lot 30 in Block 2 in First Bellevue Addition to Roseland, a subdivision of part of Lots 35 and 38 in School Trustees' Subdivision I, Section 16, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

10744 South Eggleston Avenue  
Chicago, Illinois 60628.

Permanent Index Number:

25-16-306-032-0000.

Buyer:

Ramona James.

Ward/Community Area:

21/Roseland.

TIF Area:

107<sup>th</sup> and Halsted Tax Increment Financing Redevelopment Project Area.



**Size/Zoning:**

3,684 square feet/RS2.

**Market Value:**

\$9,209.

**Purchase Price:**

\$921 (10 percent of Market Value).

**Open Space Use:**

Space Will Be Used As A Community Garden. The 107<sup>th</sup> Community Garden will be an answer to the lack of healthy food options in the Roseland/Sheldon Heights community. The garden will include various fresh vegetables and healthy food options. The garden will also create a place for reading, relaxing and sharing fresh produce.

City Lot 4.

11706 S. Sangamon St.

Lot 3 in Block 2 in the resubdivision of the west half of Blocks 8 and 11 and all of Blocks 9 and 10 (except Lots 19, 22 and 23 of Block 10) of the original subdivision of the east half of the southeast quarter of Section 20, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:**

11706 South Sangamon Street  
Chicago, Illinois 60643.

**Permanent Index Number:**

25-20-416-024-0000.

**Buyer:**

Ethel Louis.

**Ward/Community Area:**

21/West Pullman.

**TIF Area:**

119<sup>th</sup> Street/I-57 Tax Increment Financing Redevelopment Project Area.

**Size/Zoning:**

3,130 square feet/RS3.

**Market Value:**

\$7,825.

**Purchase Price:**

\$783 (10 percent of Market Value).

**Open Space Use:**

Space Will Be Used As A Community Garden. The project is intended to share sustainability workshops with the community. The site plan includes a 20-foot by 8-foot storage container for construction and workshop materials, seating, low-profile stage, a gazebo/ pergola, dining tables and benches and flower boxes. They will collaborate with BIPOC contractors and the trainees of Sustainable Options for Urban Living, Inc. to construct all site fixtures and furniture. Workshop topics will include Sustainable Backyards, DIY Home Improvement, Energy Efficiency for Your Home, Solar Information for the Community and Community Resilience.

City Lot 5.

8739 S. Morgan St.

Lot 18 in Henry Edens Subdivision of Block 22 in W.O. Cole's Subdivision of the north 90.37 acres of the part of the northeast quarter of Section 5, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

**Address:**

8739 South Morgan Street  
Chicago, Illinois 60620.

**Permanent Index Number:**

25-05-204-012-0000.

**Buyer:**

Estella Johnson Solid.

**Ward/Community Area:**

21/Auburn Gresham.

**TIF Area:**

Not Applicable.

**Size/Zoning:**

4,218 square feet/RS2.

**Market Value:**

\$12,654.

**Purchase Price:**

\$1,265 (10 percent of Market Value).

**Open Space Use:**

Community Garden. Buyer plans on fencing this lot as an extension of her home. The lot will be used for the neighborhood kids to play, community events and gardening. It will be dedicated to the special needs child that she recently lost.

City Lot 6.

8616 S. Carpenter St.

Lot 7 in Prahman's Resubdivision of Block 7 in Hill and Pike's South Englewood Addition, said addition being a subdivision of the south half of the west half of the southeast quarter of Section 32, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

8616 South Carpenter Street  
Chicago, Illinois 60620.

Permanent Index Number:

20-32-426-020-0000.

Buyer:

Valerie Goodloe.

Ward/Community Area:

17/Auburn Gresham.

TIF Area:

Not Applicable.

Size/Zoning:

3,230 square feet/RS3.

Market Value:

\$8,074.

Purchase Price:

\$807 (10 percent of Market Value).

Open Space Use:

Community Garden. Buyer plans to have a children's area, yoga space, and restorative justice peace circles. Buyer also plans 10 raised garden spaces for a variety of vegetables to distribute free of charge. Monthly volunteer days will be held to engage the community. Water will continue to be donated by a neighbor.

*Exhibit "B".*

*Competing Proposals.*

City Lot 1.

543 N. Long Ave. -- Applications Submitted.

Regarding 2050 LLC was the only applicant.

City Lot 2.

4907 W. Huron St. -- Applications Submitted.

Regina Lewis was the only applicant.

City Lot 3.

10744 S. Eggleston Ave. -- Applications Submitted.

Ramona James was the only applicant.

## City Lot 4.

11706 S. Sangamon St. -- Applications Submitted.

- |                |                   |   |
|----------------|-------------------|---|
| 1. Diana Seals | Finalist          | Community Garden for flowers and herbs. Landscape plan provided was vague. Applicant lives 0.8 miles away and has lived in the community for 1 -- 5 years.  |
| 2. Ethel Louis | Finalist/Selected | Community Garden plan was robust and thoughtful. Applicant listed many partners and community engagement activities. Applicant lives 0.6 miles away and has been part of the community for over 10 years. |

## City Lot 5.

8739 S. Morgan St. -- Applications Submitted.

Estella Johnson Solid was the only applicant.

## City Lot 6.

8616 S. Carpenter St. -- Applications Submitted.

Valerie Goodloe was the only applicant.

---

NEGOTIATED SALE OF VACANT CITY-OWNED PROPERTY "AS IS" AT  
355 N. KEDZIE AVE. TO 345 ART GALLERY LLC.

[O2024-0007887]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 15, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on March 13, 2024 and to which was referred a proposed ordinance from the Department of Planning and Development for a negotiated sale of vacant City-owned property "as is" at 355 North Kedzie Avenue to 345 Art Gallery LLC (27<sup>th</sup> Ward) (O2024-0007887), 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 vote 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the vacant parcel of property located at 355 North Kedzie Avenue, Chicago, Illinois 60612, which is legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Pursuant to ordinances adopted by the City Council of the City (the "City Council") on June 10, 1998 the City Council approved a certain redevelopment plan and project for the Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project and Plan (as previously or subsequently amended, the "Redevelopment Area"); and

WHEREAS, The Property is located in the Redevelopment Area; and

WHEREAS, 345 Art Gallery LLC ("Grantee") owns property at 347 North Kedzie Avenue which is located adjacent to the Property, and has offered to purchase the Property from the City for the sum of Fifty-eight Thousand Six Hundred Seventy-three and no/100 Dollars (\$58,673.00) (the "Purchase Price"), such amount being the appraised fair market value of the Property, to improve with landscaped open space; and

WHEREAS, By Resolution Number 24-001-21, adopted on January 18, 2024, the Chicago Plan Commission approved the disposition of the Property to Grantee; and

WHEREAS, By Resolution Number 23-CDC-51 adopted on December 12, 2023 the Community Development Commission recommended the sale of the Property to Grantee if no responsive alternative proposals were received at the conclusion of the advertising period, or, if alternative proposals were received, if DPD determined in its sole discretion that it was in the best interest of the City to proceed with Grantee's proposal; and

WHEREAS, Public notice advertising the City's intent to enter into a negotiated sale of the Property with Grantee and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on November 8, 2023, November 15, 2023 and November 22, 2023; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notice; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the Property to Grantee in its "as is" condition for the Purchase Price.

SECTION 3. The Mayor or his proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, a quitclaim deed ("Deed") conveying the Property to Grantee, or to a land trust of which Grantee is the sole beneficiary, or to an entity of which Grantee is the sole controlling party or which is comprised of the same principal parties. Without limiting the quitclaim nature of the Deed, the conveyance of the Property shall be subject to the following: the standard exceptions in an ALTA title insurance policy; general real estate taxes and any special assessments or other taxes; easements, encroachments, covenants, restrictions and liens of record and not shown of record; such other



title defects as may exist; and any and all exceptions caused by the acts of Grantee or its agents. In addition, the Deed shall include the following terms, covenants and conditions, in substantially the form set forth below, which are a part of the consideration for the Property and which shall run with the land and be binding upon and enforceable against Grantee and Grantee's heirs, successors and assigns, in perpetuity (unless a shorter period is expressly stated below):

1. **Covenant To Improve Property.** Within one (1) year of the date of this Deed, Grantee shall secure a Certificate of Completion for the construction of the event space and sculpture garden in conformity with the plans previously submitted to the Department of Planning and Development. If these conditions are not met, the City may record a notice of default against the Property and shall have the right to exercise any and all remedies available to it at law or in equity, including the right to re-enter the Property and re-vest title in the City. Grantee, at the request of the City, covenants to execute and deliver to the City a reconveyance deed to the Property to further evidence such re-vesting of title. This right of reverter in favor of the City shall terminate five (5) years following the date of this Deed; provided however, if Grantee delivers written notice to the Commissioner of the City's Department of Planning and Development, or any successor department thereto, that such improvements have been made to the Property, along with documentation evidencing such improvements, the right of reverter shall terminate on the date Grantee records such notice countersigned by the Commissioner, or the Commissioner's designee, with the Cook County Clerk, Recordings Division.
2. **Historic Contamination Of Urban Land.** Grantee acknowledges that soil and groundwater in urban areas, including Chicago, are frequently impacted by historic environmental contamination, such as: (a) buried demolition debris containing lead-based paint or asbestos, (b) underground heating oil tanks, (c) off-site migration of chemicals from surrounding property previously or currently used for gas stations, dry cleaners, or other commercial, industrial or manufacturing land uses, (d) unauthorized "fly" dumping, (e) nearby railroad operations, and (f) airborne deposit of lead and other contaminants from historic use of lead gasoline and polluting industrial or manufacturing uses. Grantee acknowledges receipt of a fact sheet prepared by the United States Environmental Protection Agency about urban gardening best management practices to prevent or reduce exposure to contaminants that may be present in soils.
3. **"As Is", "Where Is" And "With All Faults" Conveyance.** Grantee acknowledges that Grantee has had an opportunity to inspect the Property and is relying solely upon Grantee's own inspection and other due diligence activities in determining whether to acquire the Property, and not upon any information provided by or on behalf of the City with respect thereto. Grantee acknowledges and agrees that the Property is being conveyed, and Grantee accepts the Property, in its "As Is", "Where Is" and "With All Faults" condition without any covenant, representation, or warranty, express or implied, of any kind, regarding the physical or environmental condition of the Property or the suitability of the Property for any purpose whatsoever. Grantee acknowledges and agrees that Grantee is solely responsible for any investigation and remediation work necessary to put the Property in a condition which is suitable for its intended use.

4. Release Of City. Grantee, on behalf of Grantee and Grantee's heirs, successors and assigns, and anyone claiming by, through or under any of them, hereby releases, relinquishes and forever discharges Grantor and its officers, employees, agencies, departments and officials, from and against any and all claims, demands, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) based upon, arising out of or in any way connected with, directly or indirectly, the environmental or physical condition of the Property.
5. Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project And Plan Kinzie Industrial Conservation Area. The Property is located in the Kinzie Industrial Corridor Tax Increment Financing Redevelopment Project and Plan established pursuant to ordinances adopted by the City Council on June 10, 1998. Grantee is obligated to use the Property only for uses permitted under the redevelopment plan for the redevelopment area, as amended, until such redevelopment plan expires.
6. Affordable Housing. Grantee acknowledges that the sale of City-owned land may trigger Section 2-44-085 of the Municipal Code of Chicago (as hereafter amended, supplemented or replaced, the "Affordable Requirements Ordinance"), and therefore, that a future residential project on the Property may be subject to the requirements of the Affordable Requirements Ordinance.

SECTION 4. The Commissioner of the Department of Planning and Development (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver such documents and take such other actions as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the Commissioner or the Commissioner's designee. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders inconsistent with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Legal Description Of Property (subject to title commitment and survey):

That part of Lots 22, 23 and 24 in Hind's Subdivision of Block 7 in D.S. Lee and Others Subdivision of the southwest quarter of Section 12, Township 39 North, Range 13, East of the Third Principal Meridian, bounded and described as follows: beginning at the southwest corner of said Lot 24; thence northerly along the west line of said Lots 22, 23 and 24, a distance of 60 feet, more or less, to the point of intersection of the westerly extension of the southerly face of the Chicago and North Western Railway Company's Station building; thence easterly along the southerly face and extension of the said Station building, an approximate distance of 68 feet to the easterly face of said Station building; thence northerly along the easterly face of said station building, an approximate distance of eight feet to a point on the southerly line of a wall; thence easterly along the southerly line of said wall, to a point on the east line of said Lot 22; thence southerly along the east line of said Lots 22, 23 and 24 to the southeast corner of said Lot 24; and thence westerly along the south line of said Lot 24, a distance of 117.37 feet, more or less, to the point of beginning in Cook County, Illinois.

Address:

355 North Kedzie Avenue  
Chicago, Illinois 60612.

Property Index Number:

16-12-300-014-0000.

---

NEGOTIATED SALE OF CITY-OWNED PROPERTY AT 4704 -- 4738 W. FIFTH AVE.  
TO AND EXECUTION OF REDEVELOPMENT AGREEMENT WITH K TOWN  
BCP LLC FOR EXPANSION OF PARKING LOT TO SERVICE DEVELOPER'S NEW  
FACILITY AT 4646 W. FIFTH AVE.

[O2024-0007912]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, March 15, 2024.

*To the President and Members of the City Council:*

Your Committee on Housing and Real Estate, for which a meeting was held on March 13, 2024 and to which was referred a proposed ordinance from the Department of Planning and Development for the redevelopment agreement with K Town BCP LLC including conditional purchase of 11 vacant City parcels from 4704 -- 4738 West Fifth Avenue, subject to remediation, for expansion of parking lot to service developer's new facility at 4646 West Fifth Avenue (24<sup>th</sup> Ward) (O2024-0007912), 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 vote 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City has established the Community Development Commission ("CDC") to, among other things, designate redevelopment areas, approve redevelopment plans, and recommend the sale of parcels located in redevelopment areas, subject to the approval of the City Council of the City ("City Council"); and

WHEREAS, Pursuant to ordinances adopted by the City Council on February 5, 1998 and published at pages 60917 through 61070 of the *Journal of the Proceedings of the City Council of the City of Chicago* ("*Journal*") of such date: (i) a certain redevelopment plan and project (the "Original Redevelopment Plan") for the Roosevelt/Cicero Redevelopment Project Area (the "Redevelopment Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (currently codified at 65 ILCS 5/11-74.4-1, et seq.) (the "Act"); (ii) the Redevelopment Area was designated as a "redevelopment project area" pursuant to the Act with blighted area designation; and (iii) tax increment allocation financing was adopted pursuant to the Act as a means of financing certain Redevelopment Area redevelopment project costs (as defined in the Act) incurred pursuant to the Plan; and

WHEREAS, The City Council amended the Original Redevelopment Plan by ordinances adopted on November 1, 2016 and April 24, 2020 (as amended, the "Redevelopment Plan"); and

WHEREAS, The City is the owner of the 11 vacant parcels of land located at 4704 -- 4738 West Fifth Avenue, Chicago, Illinois 60644, which are located in the Redevelopment Area and legally described on Exhibit A attached hereto (the "City Property"); and

WHEREAS, The City Property consists of approximately 49,190 square feet and is located in the Austin Community Area; and

WHEREAS, The City Property has a market value of \$196,760 (the "Purchase Price") based on an appraisal dated October 10, 2023; and

WHEREAS, K Town BCP LLC, an Illinois limited liability company (the "Developer"), owns a parcel of land which is contiguous to the City Property, as depicted on Exhibit B attached hereto (the "Developer Property"); and

WHEREAS, The Developer is constructing a new facility at 4646 West Fifth Avenue (the "New Facility"); and

WHEREAS, The Developer has submitted a proposal to the Department of Planning and Development ("DPD") to purchase the City Property for the Purchase Price and consolidate it with the Developer Property (together, the "Property") to construct a parking lot to serve employees and guests of the New Facility and a nearby manufacturing facility (the "Project"); and

WHEREAS, The Developer provided the City with a Phase I Environmental Site Assessment ("Phase I ESA") compliant with ASTM E-1527-13 for the Property, and a Phase II Environmental Site Assessment ("Phase II ESA") for the Property; and

WHEREAS, The Phase II ESA identified contamination above commercial remediation objectives as determined by 35 Ill. Adm. Code Part 742; and

WHEREAS, As a condition of the sale, the City is requiring the Developer to enroll the Property in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program to obtain a final comprehensive commercial/industrial No Further Remediation ("NFR") letter; and

WHEREAS, The appraisal of the City Property assumes the land has no adverse environmental conditions; and

WHEREAS, The City has agreed to deposit the Purchase Price into an environmental escrow at closing for the Developer to utilize for the remediation of the Property and to secure an NFR letter from the IEPA; and

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

WHEREAS, Public notices advertising DPD's intent to enter into a negotiated sale of the City Property with the Developer and requesting alternative proposals appeared in the *Chicago Tribune* on October 20 and 27 and November 3, 2023; and

WHEREAS, No alternative proposals were received by the deadline indicated in the aforesaid notices; and

WHEREAS, By Resolution Number 23-CDC-50, adopted on December 12, 2023, the CDC recommended to the City Council the approval of the sale of the City Property to the Developer; and

WHEREAS, By Resolution Number 23-062-21, adopted on December 21, 2023, the Chicago Plan Commission approved the disposition of the City Property; and

WHEREAS, This transaction will benefit Chicago and its residents by converting properties that have been vacant for many years into a productive industrial and commercial development that will create jobs in the Austin Community Area, and, restoring the City Property to the tax rolls; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The City Council hereby approves the sale of the City Property to the Developer for the Purchase Price. This approval is expressly conditioned upon the City entering into a redevelopment agreement with the Developer substantially in the form attached hereto as Exhibit C (the "Redevelopment Agreement"). The Commissioner of DPD (the "Commissioner") or a designee of the Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver the Redevelopment Agreement, and such other documents as may be necessary or appropriate to carry out and comply with the provisions of this ordinance, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement. Such documents may contain terms and provisions that the Commissioner or the Commissioner's designee deems appropriate, including indemnification, releases, affidavits and other documents as may be reasonably necessary to remove exceptions from title or otherwise may be reasonably necessary or appropriate to consummate the transaction contemplated hereby.

SECTION 3. The Mayor or the Mayor's proxy is authorized to execute, and the City Clerk or the Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the City Property to the Developer, or to a land trust of which the Developer is the sole beneficiary, or to an entity of which the Developer is the sole controlling party or which is comprised of the same principal parties subject to those covenants, conditions and restrictions set forth in the Redevelopment Agreement.

SECTION 4. The Purchase Price shall be deposited into an escrow account ("Escrow Account") to be held by a third-party title insurance company for purposes of funding the Developer's Approved Project Costs (as set forth in the Redevelopment Agreement), pursuant to a joint written order environmental escrow agreement in substantially the form attached to the RDA (the "Escrow Agreement"). The Commissioner of the Department of Fleet and Facility Management (the "2FM Commissioner") or a designee of the 2FM Commissioner is each hereby authorized, with the approval of the City's Corporation Counsel as to the form and legality, to negotiate, execute and deliver the Escrow Agreement, and such other documents as may be necessary or appropriate to carry out and comply with the provisions of the Escrow Agreement, with such changes, deletions and insertions as shall be approved by the 2FM Commissioner or the 2FM Commissioner's designee.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

[Exhibit "B" referred to in this ordinance printed on page 10270 of this *Journal*.]

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

*Exhibit "A".*  
(To Ordinance)

Legal Description Of Property (subject to final commitment and survey):

Lots 26 to 40, inclusive, in Butler and Lowry's West 48<sup>th</sup> Street Addition, a subdivision of parts of Blocks 9 and 10 in Purington and Scranton's Subdivision of the part of the west half of the southwest quarter, north of Barry Point Road of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

4704 -- 4738 West Fifth Street  
Chicago, Illinois 60644.

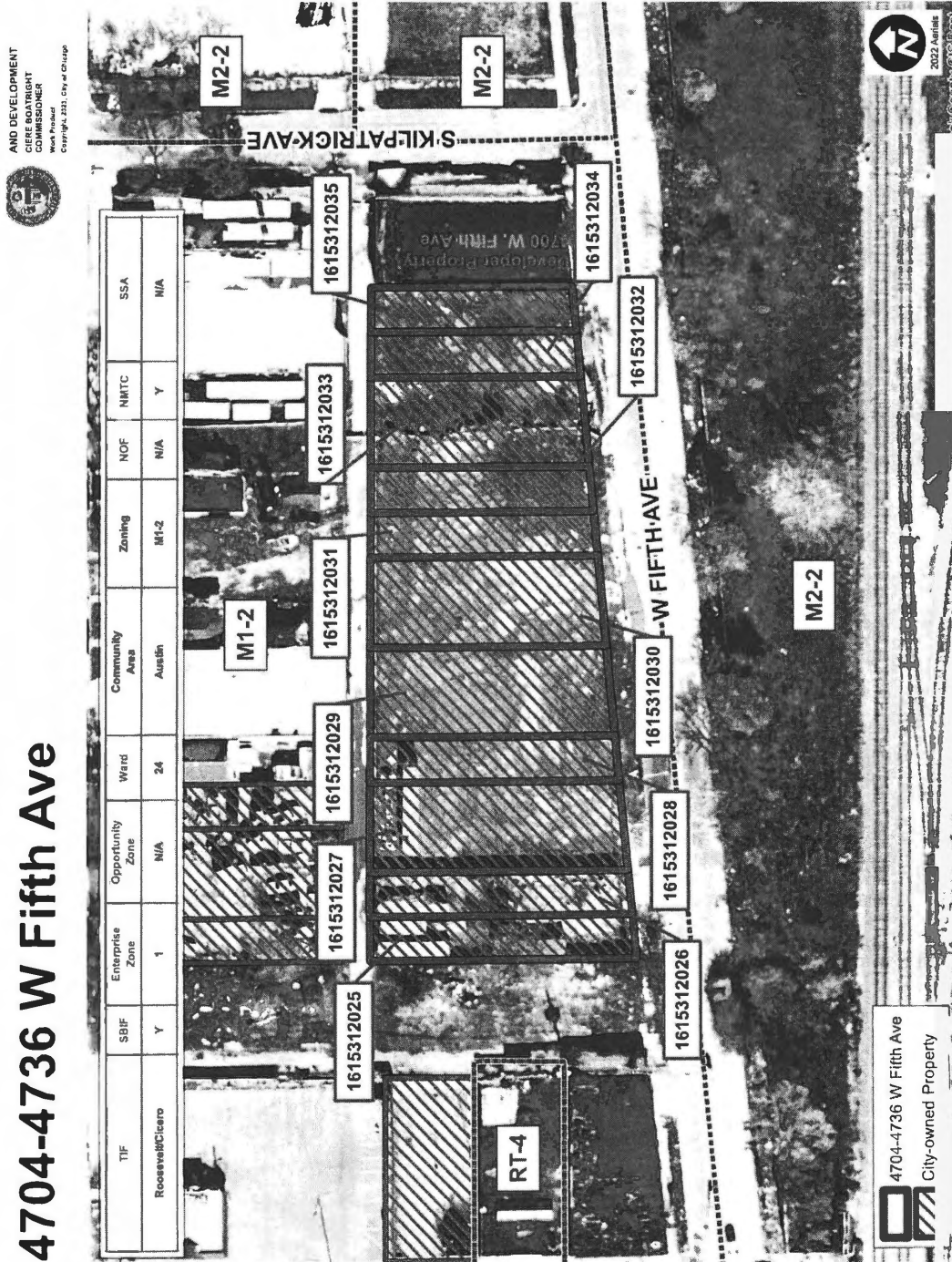
Property Index Numbers:

16-15-312-035-0000;  
16-15-312-034-0000;  
16-15-312-033-0000;  
16-15-312-032-0000;  
16-15-312-031-0000;  
16-15-312-030-0000;  
16-15-312-029-0000;  
16-15-312-028-0000;  
16-15-312-027-0000;  
16-15-312-026-0000; and  
16-15-312-025-0000.



Exhibit "B".  
(To Ordinance)

Depiction Of City Property And Developer Property.



*Exhibit "C".*  
(To Ordinance)

*Agreement For Sale And Redevelopment Of Land.*

This **AGREEMENT FOR THE SALE AND REDEVELOPMENT OF LAND** ("**Agreement**") is made on or as of \_\_\_\_\_, 2024 (the "**Effective Date**"), by and between the **CITY OF CHICAGO**, an Illinois municipal corporation ("**City**"), acting by and through its Department of Planning and Development ("**DPD**"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and K Town BCP, LLC, an Illinois limited liability company ("**Developer**"), whose business address 4647 W. Polk St., Chicago, Illinois 60644.

**RECITALS**

**WHEREAS**, the City is the owner of the eleven vacant parcels of land located at 4704-4738 West Fifth Ave, Chicago, Illinois 60644, as legally described on Exhibit A attached hereto (the "**City Property**"); and

**WHEREAS**, the City Property consists of approximately 49,190 square feet and is located in the Austin Community Area; and

**WHEREAS**, the Developer is the owner of a property contiguous to the City Property that is located at 4700 West Fifth Avenue (the "**4700 Parcel**"), and together with the City Property, the "**Property**"), which is legally described on Exhibit B attached hereto; and

**WHEREAS**, the Developer also owns another property near the City Property located at 4646 West Fifth Avenue (the "**4646 Parcel**"), where the Developer is constructing a new facility that is partly financed by the City; and

**WHEREAS**, the Developer desires to purchase the City Property to construct a parking lot to serve employees and guests of the new facility and an existing lighting components manufacturing facility at 4647 West Polk Street (the "**Project**"); and

**WHEREAS**, the 4700 Parcel will be part of the Project; and

**WHEREAS**, the Property is located in the Roosevelt/Cicero Redevelopment Project Area (the "**Redevelopment Area**"), as created by ordinance adopted on February 5, 1998; and

**WHEREAS**, the Project is consistent with the redevelopment plan and project for the Redevelopment Area (as amended, the "**Redevelopment Plan**"); and

**WHEREAS**, the City Property has an appraised value of \$196,760 (the "Purchase Price"); and

**WHEREAS**, the City has agreed to sell the City Property to the Developer for the Purchase Price in consideration of the Developer's obligations to remediate the Property and construct and operate the Project in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the Purchase Price will be deposited in an environmental escrow account for the purpose of funding certain costs incurred by the Developer in the performance of the Remediation Work, as further described herein;

**WHEREAS**, as security for the Developer's completion of construction of the Project and compliance with the restrictions set forth herein, the Developer has agreed to execute a reconveyance deed for the City Property in a form acceptable to the Corporation Counsel (the "Reconveyance Deed"); and

**WHEREAS**, the City Council, pursuant to an ordinance adopted on \_\_\_\_\_, 2024, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council of such date (the "Project Ordinance"), authorized the sale of the City Property to the Developer, subject to the execution, delivery and recording of this Agreement.

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

#### **SECTION 1. INCORPORATION OF RECITALS.**

The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

#### **SECTION 2. DEFINITIONS AND RULES OF CONSTRUCTION.**

2.1 Defined Terms. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"2014 City Hiring Plan" is defined in Section 30.1.

"2FM" is means the Department of Fleet and Facility Management.

"4646 Parcel" is defined in the recitals.

"4700 Parcel" is defined in the recitals.

"Actual Residents of the City" means persons domiciled within the City, as set forth in more detail in Section 23.2(c) hereof.

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is

controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any person or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of the Developer, or its contractors or Affiliates.

"Agreement" means this Agreement as may be amended in accordance with the terms hereof.

"Approved Project Costs" means the costs set forth in Schedule 4 of the Escrow Agreement attached hereto as Exhibit D.

"Architect" means Eriksson Engineering Associates, Ltd..

"Budget" is defined in Section 9.

"Bundle" is defined in Section 27.7(a).

"Business Day" means any day other than Saturday, Sunday or a legal holiday in the City.

"Certificate of Completion" is defined in Section 14.1.

"City" is defined in the preamble to the recitals.

"City Contract" is defined in Section 24.1(i).

"City Council" means the City Council of the City of Chicago as defined in the recitals.

"City Property" is defined in the recitals.

"Claims" means liens (including, without limitation, lien removal and bonding costs), liabilities, obligations, damages, losses, demands, penalties, assessments, payments, fines, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including, without limitation, reasonable legal fees and expenses and costs of investigation) of any kind and nature whatsoever.

"Closing" is defined in Section 5.

"Closing Date" is defined in Section 5.

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD or any successor City department, and any authorized designee.

"Construction Program" is defined in Section 23.3(a).

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

"Contractors" is defined in Section 27.1.

"Contribution" is defined in Section 27.7(c).

"Corporation Counsel" means the City's Department of Law.

"Deed" is defined in Section 6.1.

"Developer" is defined in the recitals.

"Developer Parties" means the Developer, the Developer's Affiliates, and the respective officers, directors, trustees, employees, agents, successors and assigns of the Developer and the Developer's Affiliates.

"Developer Property" is defined in the recitals.

"Domestic partners" is defined in Section 27.7(d).

"DPD" is defined in the preamble to the recitals.

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

"Effective Date" is defined in the preamble to the recitals.

"Employer(s)" is defined in Section 23.1.

"Environmental Documents" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Developer (or otherwise obtained by the Developer) regarding the condition of the Property or any portion thereof, including, without limitation, the SRP Documents.

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

foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

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

"Equity" means funds of the Developer (other than funds derived from Lender Financing) irrevocably available for the Project and unencumbered by any other obligation.

"Escrow Account" is defined in Section 3.2.

"Escrow Agreement" is defined in Section 3.2.

"Escrow Funds" is defined in Section 3.2.

"Escrow Termination Condition" is defined in Section 3.2.

"Event of Default" means any event or occurrence as defined in Section 19.2.

"Final Plans" means the final construction plans and specifications prepared by the Architect, as submitted to the Department of Buildings as the basis for obtaining Governmental Approvals for the Project, as such plans and specifications may be amended, revised or supplemented from time to time with the prior written approval of the City.

"General Contractor" means Catalyst GC & Development, Inc., or any subsequent general contractor working on the Project.

"Governmental Approvals" is defined in Section 8.2.

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

"Human Rights Ordinance" is defined in Section 23.1(a).

"Identified Parties" is defined in Section 27.1.

"IEPA" means the Illinois Environmental Protection Agency.

"Indemnitee" and "Indemnites" have the respective meanings defined in Section 21.

"Laws" means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any

applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

"Lender(s)" means any provider of Lender Financing approved pursuant to Section 9 hereof, which shall be limited to funds necessary to construct the Project.

"Lender Financing" means funds borrowed by the Developer from Lenders, available to pay for the costs of the Project (or any portion thereof).

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and expenses, consultants' fees and expenses and court costs).

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

"MBE/WBE Program" is defined in Section 23.3(a).

"Municipal Code" means the Municipal Code of the City of Chicago as presently in effect and as hereafter amended from time to time.

"OIG" is defined in Section 30.4.

"Other Contract" is defined in Section 27.7(b).

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

"Outside Closing Date" is defined in Section 5.

"Owners" is defined in Section 27.1.

"Party(ies)" means the City or the Developer, or both the City and Developer, as applicable.

"Performance Deposit" is defined in Section 4.2.

"Phase I ESA" means a Phase I Environmental Site Assessment of the Property in accordance with ASTM E-1527-13.

"Phase II ESA" means a Phase II Environmental Site Assessment of the Property in accordance with ASTM E-1903-19.

“Political fundraising committee” is defined in Section 27.7(e).

“Project” is defined in the recitals.

“Project Ordinance” is defined in the recitals.

“Proof of Financing” is defined in Section 9.

“Property” is defined in the recitals.

“Purchase Price” is defined in the recitals.

“RACR” is defined in Section 22.3.

“RAP” means the Remedial Action Plan required by the IEPA in order to receive a Final Comprehensive Commercial NFR Letter.

“RAP Approval Letter” is defined in Section 22.3.

“RECs” is defined in Section 22.3.

“Reconveyance Deed” is defined in the recitals.

“Redevelopment Area” is defined in the recitals.

“Redevelopment Plan” is defined in the recitals.

“Released Claims” is defined in Section 22.4.

“Remediation Work” means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final Comprehensive Commercial NFR Letter for the Property, or any portion thereof, in accordance with the terms and conditions of the RAP Approval Letter for the Property, or the applicable portion thereof, issued by IEPA, the SRP Documents, all requirements of the IEPA and all applicable Laws, including, without limitation, all applicable Environmental Laws.

“Scope Drawings” means the preliminary construction documents for the Project, including a site plan, landscape plan, floor plan and exterior elevation drawings, as such plans and drawings may be amended, revised or supplemented from time to time with the prior written approval of DPD.

“SRP” means the IEPA’s Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

“SRP Documents” means all documents submitted to the IEPA under the SRP program, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the RAP, the RACR, and any and all related correspondence, data and other information prepared by either party pursuant to Section 23.



"Sub-owners" is defined in Section 27.1.

"Survey" means a Class A plat of survey in the most recently revised form of ALTA/ACSM urban survey of the Property dated within 45 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Project as required by the City or Lender(s) providing Lender Financing.

"Title Commitment" is defined in Section 7.1.

"Title Company" means 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.

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

"Waste Sections" is defined in Section 29.

**2.2 Rules of Construction.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Agreement:

(a) The terms defined in this Section 2 and elsewhere in this Agreement include the plural as well as the singular.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any Section or other subdivision.

(d) The Section and subsection headings herein are for convenience only and shall not affect the construction hereof.

### **SECTION 3. PURCHASE PRICE AND ENVIRONMENTAL ESCROW.**

**3.1 Purchase Price.** The City hereby agrees to sell, and the Developer hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the City Property, for the Purchase Price, which will be paid by the Developer to the City at the Closing. Except as

specifically provided herein to the contrary, the Developer shall pay all escrow fees and other title insurance fees and closing costs.

3.2 Escrow. At the Closing, the City will deposit the Purchase Price (such amount, the "Escrow Funds") in a joint order escrow account ("Escrow Account") pursuant to a joint order escrow agreement in substantially the form attached hereto as Exhibit D ("Escrow Agreement") for the Remediation Costs. The City will approve disbursements to the Developer of Escrow Funds for Approved Project Costs, and the Developer will be entitled to draw from the Escrow Account for Approved Project Costs in accordance with the application and approval procedures set forth in the Escrow Agreement. Any funds remaining (including interest, if any) in the Escrow Account after (i) the Developer completes the Remediation Work and is reimbursed from the Escrow Account for Approved Project Costs in accordance with this Section 3.2, or (ii) the Developer fails to complete the Remediation Work in accordance with this Agreement (each of (i) and (ii), an "Escrow Termination Condition"), will belong to the City and the City will have the sole right to direct the escrow agent to disburse the funds in the Escrow Account to the City following the occurrence of either Escrow Termination Condition. The Developer will be responsible for all Remediation Costs in excess of the Escrow Funds, and the City will have no further obligation with respect thereto.

#### **SECTION 4. EARNEST MONEY AND PERFORMANCE DEPOSIT.**

4.1 Earnest Money. The Developer has submitted, and the City has received, the deposit amount of \$9,838.00 (5% of the Purchase Price) ("Earnest Money"), which shall be credited against the Purchase Price at the Closing.

4.2 Performance Deposit. The Developer has submitted, and the City has received, the deposit amount of \$9,838.00 (5% of the Purchase Price) as security for the performance of its obligations under this Agreement ("Performance Deposit"), which amount the City will retain until the City issues a Certificate of Completion (as described in Section 14). Upon the Developer's receipt of the Certificate of Completion, the Developer shall submit a written request for a return of the Performance Deposit, and the City will return the Performance Deposit within ninety (90) days of receiving such request. In the event of a Developer default (continuing after notice and cure as provided in this Agreement), Developer shall forfeit any remainder Earnest Money and the Performance Deposit as City's liquidated damages.

4.3 Interest. The City will pay no interest to the Developer on the Earnest Money or the Performance Deposit.

#### **SECTION 5. CLOSING.**

The transfer of the City Property to the Developer (the "Closing," which occurs on the "Closing Date") shall take place at the downtown offices of the Title Company. In no event shall the Closing occur (i) until and unless each of the conditions precedent set forth in Section 10 are satisfied, unless DPD, in its sole discretion, waives one or more of such conditions; and (ii) any later than May 31, 2024 (the "Outside Closing Date"); provided, however, DPD, in its sole discretion, may extend the Outside Closing Date. On or before the Closing Date, the City shall deliver to the Title Company the Deed, an ALTA statement, and all necessary state, county and municipal real estate transfer tax declarations.

**SECTION 6. CONVEYANCE OF TITLE.**

6.1 Form of City Deed. The City shall convey the City Property to the Developer by quitclaim deed ("Deed"), subject to the terms of this Agreement and, without limiting the quitclaim nature of the deed, the following:

- (a) the Redevelopment Plan for the Redevelopment Area;
- (b) the standard exceptions in an ALTA title insurance policy;
- (c) general real estate taxes and any special assessments or other taxes;
- (d) all easements, encroachments, covenants and restrictions of record and not shown of record;
- (e) such other title defects as may exist; and
- (f) any and all exceptions caused by the acts of the Developer, its Affiliates or their Agents.

6.2 Recording. The Developer shall pay to record the Deed, this Agreement, and any other documents incident to the conveyance of the City Property to the Developer. This Agreement shall be recorded prior to any mortgage made in connection with any Lender Financing. Upon recording, the Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number.

6.3 Reconveyance Deed. On the Closing Date, the Developer shall execute and deliver a Reconveyance Deed in a form acceptable to the City to be held in trust. The Developer acknowledges and agrees that the City shall have the right to record the Reconveyance Deed and revest title to the City Property and all improvements thereon in the City in accordance with Section 19 hereof.

**SECTION 7. TITLE AND SURVEY.**

7.1 Title Commitment and Insurance. Not less than ten (10) Business Days before the Closing, the Developer shall obtain a commitment for an owner's policy of title insurance for the City Property, issued by the Title Company (the "Title Commitment"). The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation, and later-date fees), and obtaining the Title Policy and any endorsements.

7.2 Correction of Title. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the City Property or liens for such unpaid property taxes, the City shall ask the County to void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the City Property remains subject to any tax liens, or if the City Property is encumbered with any other exceptions that would adversely affect the use and insurability of the City Property for the development of the Project, the Developer shall have the option to do one of the following: (a) accept title to the City Property subject to the exceptions, without reduction in the Purchase Price; or (b) terminate this Agreement by delivery of written notice to the City, in which event this Agreement shall be null and void, and

except as otherwise specifically provided herein, neither party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement as aforesaid, the Developer shall be deemed to have accepted title subject to all exceptions.

7.3 Survey. The Developer shall obtain a Survey at the Developer's sole cost and expense and deliver a copy of the Survey to the City not less than ten (10) Business Days before the Closing.

#### **SECTION 8. PLANS AND SPECIFICATIONS; GOVERNMENTAL APPROVALS.**

8.1 Plans and Specifications. The Developer has delivered the Scope Drawings for the Project to DPD and DPD has approved the same. A list of the Scope Drawings is attached hereto as Exhibit C. No material deviation from the Scope Drawings may be made without the prior written approval of DPD. Not less than ten (10) Business Days prior to applying for its first building permit, the Developer shall submit to DPD for approval the Final Plans for the Project. Which shall conform to the approved Scope Drawings and all applicable Laws.

8.2 Governmental Approvals. The Developer shall apply for all necessary building permits and other required permits and approvals ("Governmental Approvals") for the Project within thirty (30) days after passage and approval of the Project Ordinance, unless DPD, in its sole discretion, extends such application date, and shall pursue such Governmental Approvals in good faith and with all due diligence. The Developer shall submit all necessary documents to the City's Department of Buildings, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire Governmental Approvals for the Project.

#### **SECTION 9. PROJECT BUDGET AND PROOF OF FINANCING.**

The Developer has furnished to DPD, and DPD has approved, a preliminary budget showing total costs for construction of the Project in the amount of \$2,128,760.00.00. The Developer hereby certifies to the City that the preliminary project budget is true, correct and complete in all material respects. Not less than ten (10) Business Days prior to the Closing Date, the Developer shall submit to DPD for approval a final budget for the Project (the "Budget") and proof reasonably acceptable to the City that the Developer has Equity and/or Lender Financing in amounts adequate to complete the Project and satisfy its obligations under this Agreement ("Proof of Financing"). The Proof of Financing shall include binding commitment letters from the Developer's Lenders, if any, and evidence of the Developer's ability to make an equity contribution in the amount of any gap in financing.

#### **SECTION 10. CONDITIONS PRECEDENT TO CLOSING.**

The obligation of the City to convey the City Property to the Developer is contingent upon the delivery or satisfaction of each of the following items (unless waived by DPD in its sole discretion) at least ten (10) Business Days prior to the Closing Date, unless another time period is specified below:

10.1 Budget. The Developer has submitted to DPD, and DPD has approved, the Budget in accordance with the provisions of Section 9 hereof.

10.2 Proof of Financing; Simultaneous Loan Closing. The Developer has submitted to DPD, and DPD has approved, the Proof of Financing for the Project in accordance with the

provisions of Section 9 hereof. On the Closing Date, if applicable, the Developer shall simultaneously close all Lender Financing approved pursuant to Section 9, and be in a position to immediately commence construction of the Project.

10.3 Subordination Agreement. The Developer has provided to the Corporation Counsel a subordination agreement in a form reasonably acceptable to the City, to be executed and recorded on or prior to the Closing Date, subordinating any liens against the City Property related to any Lender Financing.

10.4 Final Plans. The Developer has submitted to DPD, and DPD has approved, the Final Plans for the Project in accordance with the provisions of Section 8.1 hereof.

10.5 Governmental Approvals. The Developer has received all Governmental Approvals necessary to construct and operate the Project and has submitted evidence thereof to DPD, including, without limitation, the building permit and Chicago Zoning Board of Appeal's approval of a special use permit for non-required accessory parking.

10.6 Title. On the Closing Date, the Developer shall furnish the City with a copy of the pro forma Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured. The Title Policy shall be dated as of the Closing Date and shall evidence the recording of this Agreement. The Title Policy shall also contain such endorsements as the Corporation Counsel shall request, including, but not limited to, an owner's comprehensive endorsement and satisfactory endorsements regarding contiguity, location, access, and survey.

10.7 Survey. The Developer has furnished the City with a copy of the Survey.

10.8 Insurance. The Developer has submitted to the City, and the City has approved, evidence of insurance reasonably acceptable to the City for the Property. The City shall be named as an additional insured on all liability insurance policies and as a loss payee (subject to the prior rights of any first mortgagee) on all property insurance policies from the Closing Date through the date the City issues the Certificate of Completion.

10.9 Due Diligence. The Developer has submitted to the Corporation Counsel the following due diligence searches in its name, showing no unacceptable liens, litigation, judgments, or filings, as reasonably determined by the Corporation Counsel:

- (a) Bankruptcy Search, U. S. Bankruptcy Court for the N.D. Illinois;
- (b) Pending Suits and Judgments, U. S. District Court for the N.D. Illinois;
- (c) Federal Tax Lien Search, Illinois Secretary of State;
- (d) UCC Search, Illinois Secretary of State;
- (e) UCC Search, Cook County Recorder;
- (f) Federal Tax Lien Search, Cook County Recorder;
- (g) State Tax Lien Search, Cook County Recorder;
- (h) Memoranda of Judgments Search, Cook County; and
- (i) Pending Suits and Judgments, Circuit Court of Cook County.

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

10.10 Organization and Authority Documents. The Developer has submitted to the Corporation Counsel its articles of organization, including all amendments thereto, as furnished and certified by the Illinois Secretary of State; a copy of its operating agreement, as certified by the manager of the limited liability company; resolutions authorizing it to execute and deliver this Agreement and any other documents required to complete the transaction contemplated by this Agreement and to perform its obligations under this Agreement; a certificate of good standing from the Illinois Secretary of State dated no more than thirty (30) days prior to the Closing Date; and such other corporate authority and organizational documents as the City may reasonably request.

10.11 Economic Disclosure Statement. The Developer has provided to the Corporation Counsel an Economic Disclosure Statement in the City's then current form, dated as of the Closing Date.

10.12 MBE/WBE and City Residency Hiring Compliance Plan. The Developer and the Developer's General Contractor and all major subcontractors have met with staff from DPD regarding compliance with the MBE/WBE, city residency hiring and other requirements set forth in Section 23, and DPD has approved the Developer's compliance plan in accordance with Section 23.4.

10.13 Reconveyance Deed. On the Closing Date, the Developer shall deliver a Reconveyance Deed for the City Property to the City for possible recording in accordance with Section 19 below.

10.14 Phase I ESA Update; Reliance Letter. The Developer has submitted to DPD, and DPD has approved, a Phase I ESA (or update to a Phase I ESA) of the Property dated no more than 180 days prior to the Closing Date and a reliance letter authorizing the City to rely upon and use all Phase I and Phase II ESAs of the Property and any addendums and updates thereto.

10.15 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, and shall survive Closing.

10.16 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 five (5) 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 five (5) day notice period the Developer satisfies said condition(s), then the termination notice shall be deemed to have been withdrawn. Any forbearance by DPD in exercising its right to terminate this Agreement upon a default hereunder shall not be construed as a waiver of such right.

**SECTION 11. CONSTRUCTION REQUIREMENTS.**

11.1 Sustainable Features. The Project must comply with landscape and stormwater ordinance requirements.

11.2 Performance and Payment Bonds. Prior to the commencement of construction of any portion of the Project involving work in the public way or work that constitutes a "public work" under applicable state law and is required to be bonded under such state law, the Developer shall require that the General Contractor be bonded for its performance and payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

11.3 Employment Opportunity; Progress Reports. The Developer covenants and agrees to abide by, and contractually obligate and cause the General Contractor and each subcontractor to abide by the terms set forth in Section 23.2 (City Resident Construction Worker Employment Requirement) and Section 23.3 (MBE/WBE Commitment) of this Agreement. The Developer shall deliver to the City written progress reports detailing compliance with such requirements on a quarterly basis. If any such reports indicate a shortfall in compliance, the Developer shall also deliver a plan to DPD which shall outline, to DPD's satisfaction, the manner in which the Developer shall correct any shortfall.

11.4 Relocation of Utilities, Curb Cuts and Driveways. The Developer shall be solely responsible for and shall pay all costs associated with: (a) the relocation, installation or construction of public or private utilities, curb cuts and driveways; (b) the repair or reconstruction of any curbs, vaults, sidewalks or parkways required in connection with or damaged as a result of the Developer's construction of the Project; (c) the removal of existing pipes, utility equipment or building foundations; and (d) the termination of existing water or other utility services. The City shall have the right to approve any streetscaping provided by the Developer as part of the Project, including, without limitation, any paving of sidewalks, landscaping and lighting.

11.5 City's Right to Inspect Property. For the period commencing on the Closing Date and continuing through the date the City issues the Certificate of Completion, any authorized representative of the City shall have access to the relevant portions of the Project and the Property at all reasonable times for the purpose of determining whether the Developer is constructing the Project in accordance with the terms of this Agreement, the Final Plans, the Budget, and all applicable Laws and covenants and restrictions of record.

11.6 Barricades and Signs. The Developer shall, at its sole cost and expense, erect and maintain such signs as the City may reasonably require during the Project, identifying the site as a City redevelopment project. The City reserves the right to include the name, photograph, artistic rendering of the Project and other pertinent information regarding the Developer, the Property and the Project in the City's promotional literature and communications. Prior to the commencement of any construction activity requiring barricades, the Developer shall install barricades of a type and appearance satisfactory to the City and constructed in compliance with all applicable Laws. DPD shall have the right to approve the maintenance, appearance, color scheme, painting, nature, type, content, and design of all barricades. The Developer shall erect all signs and barricades so as not to interfere with or affect any bus stop or train station in the vicinity of the Property.

11.7 Survival. The provisions of this Section 11 shall survive the Closing.



**SECTION 12. LIMITED APPLICABILITY.**

Any approval given by DPD pursuant to this Agreement is for the purpose of this Agreement only and does not constitute the approval required by the City's Department of Buildings or any other City department, nor does such approval constitute an approval of the quality, structural soundness or safety of any improvements located or to be located on the Property, or the compliance of said improvements with any Laws, private covenants, restrictions of record, or any agreement affecting the Property or any part thereof.

**SECTION 13. COMMENCEMENT AND COMPLETION OF PROJECT.**

The Developer shall commence construction of the Project no later than three (3) months after the Closing Date, and shall complete the Project (as evidenced by the issuance of the Certificate of Completion) no later than twelve (12) 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 closed building permit;
- (c) a copy of the Landscape Inspection Approval Form;
- (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); and
- (e) a copy of the recorded Final Comprehensive Commercial NFR Letter for the Property pursuant to Section 23 hereof, if applicable.

14.2 Within forty-five (45) days after receipt of a written request by the Developer for a Certificate of Completion, the City shall provide the Developer with either the Certificate of Completion or a written statement indicating in adequate detail how the Developer has failed to complete the Project in compliance with this Agreement, or is otherwise in default, and what measures or acts are necessary, in the sole opinion of the City, for the Developer to take or perform in order to obtain the Certificate of Completion. If the City requires additional measures or acts to assure compliance, the Developer shall resubmit a written request for the Certificate of Completion upon compliance with the City's response. The Certificate of Completion shall be in recordable form, and shall, upon recording, constitute a conclusive determination of satisfaction and termination of the covenants in this Agreement and the Deed with respect to the Developer's obligations to construct the Project. The Certificate of Completion shall not, however, constitute



evidence that the Developer has complied with any Laws relating to the construction of the Project, and shall not serve as any "guaranty" as to the quality of the construction. Nor shall the Certificate of Completion release the Developer from its obligation to comply with any on-going covenants as referenced in Section 19

14.3 The Reconveyance Deed shall be returned to the Developer after the issuance of the Certificate of Completion.

#### **SECTION 15. RESTRICTIONS ON USE.**

The Developer, for itself and its successors and assigns, covenants and agrees as follows:

15.1 Compliance with Redevelopment Plan. The Developer shall use the Property in compliance with the Redevelopment Plan.

15.2 Non-Discrimination. The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Property or the Project or any part thereof.

The Developer, for itself and its successors and assigns, acknowledges and agrees that the development and use restrictions set forth in this Section 15 constitute material, bargained-for consideration for the City and are intended to further the City's public policies.

#### **SECTION 16. PROHIBITION AGAINST SALE OR TRANSFER OF PROPERTY.**

Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole and absolute discretion: (a) directly or indirectly sell, transfer, convey, or otherwise dispose of all or any portion of the Property or the Project or any interest therein to any person or entity that is not an Affiliate of the Developer; or (b) directly or indirectly assign this Agreement (other than to a lender for collateral assignment purposes as permitted under Section 17). The Developer acknowledges and agrees that DPD may withhold its consent under (a) or (b) above if, among other reasons, the proposed purchaser, transferee or assignee (or such entity's principal officers or directors) is in violation of any Laws, or if the Developer fails to submit sufficient evidence of the financial responsibility, business background and reputation of the proposed purchaser, transferee or assignee. If the Developer is a business entity, no principal party of the Developer (e.g., a general partner, member, manager or shareholder) may sell, transfer or assign any of its interest in the entity prior to the issuance of the Certificate of Completion to anyone other than another principal party, without the prior written consent of DPD, which consent shall be in DPD's sole discretion. The Developer must disclose the identity of all limited partners to the City at the time such limited partners obtain an interest in the Developer.

#### **SECTION 17. MORTGAGES AND OTHER LIENS.**

17.1 Limitation upon Encumbrance of Property. Prior to the issuance of the Certificate of Completion for the Project, the Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction which would create an encumbrance or lien on the Property, except for the Lender Financing, if any, approved pursuant to Section 9, which shall be limited to funds necessary to construct the Project.

17.2 Mortgagees Not Obligated to Construct. Notwithstanding any other provision of this Agreement or of the Deed, the holder of any mortgage authorized by this Agreement (or any affiliate of such holder) shall not itself be obligated to construct or complete the Project, or to guarantee such construction or completion, but shall be bound by the other covenants running with the land specified in Section 18 and, at the Closing, shall execute a subordination agreement in accordance with Section 10.10. If any such mortgagee or its affiliate succeeds to the Developer's interest in the Property (or any portion thereof) prior to the issuance of the Certificate of Completion, whether by foreclosure, deed-in-lieu of foreclosure or otherwise, and thereafter transfers its interest in the Property (or any portion thereof) to another party, such transferee shall be obligated to complete the Project, and shall also be bound by the other covenants running with the land specified in Section 18.

#### **SECTION 18. COVENANTS RUNNING WITH THE LAND.**

The Parties agree, and the Deed shall so expressly provide, that the covenants, agreements, releases and other terms and provisions contained in Section 13 (Commencement and Completion of Project), Section 15 (Restrictions on Use), Section 16 (Prohibition Against Sale or Transfer of Property), Section 17.1 (Limitation Upon Encumbrance of Property), and Section 22.4 (Environmental Release), touch and concern and shall be appurtenant to and shall run with the Property. Such covenants, agreements, releases and other terms and provisions shall be binding on the Developer and its respective successors and assigns (subject to the limitation set forth in Section 17 above as to any permitted mortgagee) to the fullest extent permitted by law and equity for the benefit and in favor of the City and shall be enforceable by the City. Such covenants, agreements, releases and other terms and provisions shall terminate as follows:

<u>SECTION</u>	<u>COVENANT</u>	<u>TERMINATION</u>
§13	Completion of Project	Upon issuance of Certificate of Completion
§15.1	Redevelopment Plan Compliance	Upon expiration of Redevelopment Plan
§15.2	Non-Discrimination	No limitation as to time
§16	Sale/Transfer Prohibition	Upon issuance of Certificate of Completion
§17	Limitation on Encumbrances	Upon issuance of Certificate of Completion
§22.4	Environmental Release	No limitation as to time

#### **SECTION 19. PERFORMANCE AND BREACH.**

19.1 Time of the Essence. Time is of the essence in the Developer's performance of its obligations under this Agreement.

19.2 Event of Default. The occurrence of any one or more of the following events or occurrences shall constitute an "Event of Default" under this Agreement:

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

(b) the making or furnishing by the Developer of any warranty, representation, statement, certification, schedule or report to the City (whether in this Agreement, an Economic Disclosure Statement, or another document) which is untrue or misleading in any material respect;

(c) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property or the Project, or the making or any attempt to make any levy, seizure or attachment thereof;

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

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

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

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

(h) the dissolution of the Developer.

19.3 Cure. If the Developer defaults in the performance of its obligations under this Agreement, the Developer shall have thirty (30) days after written notice of default from the City to cure the default, or such longer period as shall be reasonably necessary to cure such default, provided the Developer promptly commences such cure and thereafter diligently pursues such cure to completion (so long as continuation of the default does not create material risk of damage to the improvements comprising the Project or injury to persons using the Project). Notwithstanding the foregoing or any other provision of this Agreement to the contrary, there shall be no notice requirement or cure period with respect to Events of Default described in Section 16 (Prohibition Against Transfer of Property).

19.4 Default Prior to Issuance of Certificate of Completion. If an Event of Default occurs prior to the issuance of the Certificate of Completion, and the default is not cured in the time period provided for in Section 19.3 above, the City may terminate this Agreement and pursue and secure

any available remedy against the Developer in any court of competent jurisdiction by any action or proceeding at law or in equity, including, but not limited to, damages, injunctive relief, the specific performance of the agreements contained herein, and the right to revest title to the City Property in the City pursuant to the Reconveyance Deed; provided, however, that the recording of the Reconveyance Deed shall not defeat, render invalid, or limit in any way, the lien of any mortgage authorized by this Agreement. If the Reconveyance Deed is recorded by the City, the Developer shall be responsible for all real estate taxes and assessments which accrued during the period the City Property was owned by the Developer, and the Developer shall cause the release of all unpermitted liens or encumbrances placed on the City Property during the period of time the City Property was owned by the Developer. The Developer will cooperate with the City to ensure that if the City records the Reconveyance Deed, such recording is effective for purposes of transferring title to the City Property to the City.

19.5 Resale of the Property. Upon the reconveyance of the City Property to the City as provided in Section 19.4, the City may complete the Project at its own cost (if the Project has not been completed) or convey the City Property to a qualified and financially responsible party reasonably acceptable to the first mortgagee (if any), who (at its own cost) shall assume the obligation of completing the Project or such other improvements as shall be satisfactory to DPD (if the Project has not been completed), and otherwise comply with the covenants that run with the land as specified in Section 18.

19.6 Disposition of Resale Proceeds. If the City sells the City Property as provided for in Section 19.6, the net proceeds from the sale, after payment of all amounts owed under any mortgage liens authorized by this Agreement in order of lien priority, shall be utilized to reimburse the City for:

- (a) the dollar amount by which the City wrote-down the value of the City Property when the City conveyed the City Property to the Developer, if any; and
- (b) costs and expenses incurred by the City (including, without limitation, salaries of personnel) in connection with the recapture, management and resale of the City Property (less any income derived by the City from the City Property in connection with such management); and
- (c) all costs to remediate the City Property; and
- (d) all unpaid taxes, assessments, and water and sewer charges assessed against the City Property; and
- (e) any payments made (including, without limitation, reasonable attorneys' fees and court costs) to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of the Developer; and
- (f) any expenditures made or obligations incurred with respect to construction or maintenance of the Project; and
- (g) any other amounts owed to the City by the Developer.

The Developer shall be entitled to receive any remaining proceeds.

**SECTION 20. CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE.**

The Developer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in the Developer, this Agreement, the City Property or the Project, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, association or other entity in which he or she is directly or indirectly interested. No agent, official, director, officer, trustee or employee of the City or the Developer shall be personally liable in the event of any default under or breach of this Agreement or for any amount which may become due with respect to any commitment or obligation under the terms of this Agreement.

**SECTION 21. INDEMNIFICATION.**

The Developer agrees to indemnify, pay, defend and hold the City, and its elected and appointed officials, employees and agents (individually, an "Indemnitee," and collectively the "Indemnitees") harmless from and against any and all Losses in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such 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 CITY PROPERTY AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITIONS AND RISKS OF THE CITY PROPERTY AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE CITY PROPERTY (AND ANY IMPROVEMENTS THEREON). THE DEVELOPER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES IN DECIDING WHETHER TO ACQUIRE THE CITY PROPERTY, AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT THE CITY PROPERTY IS BEING CONVEYED, AND THE DEVELOPER AGREES TO ACCEPT THE CITY PROPERTY, IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITHOUT ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE CITY PROPERTY (OR ANY IMPROVEMENTS THEREON), ITS COMPLIANCE WITH ANY LAWS, OR THE SUITABILITY OR MERCHANTABILITY OF THE CITY PROPERTY FOR ANY PURPOSE WHATSOEVER. THE DEVELOPER ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR ANY INVESTIGATION AND REMEDIATION WORK

NECESSARY TO PUT THE CITY PROPERTY IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

22.2 Environmental Investigation. The City shall grant the Developer the right, at its sole cost and expense, and in the City's customary form and subject to City's receipt from Developer of required documentation (e.g., evidence of insurance), to enter the City Property to perform any surveys, environmental assessments, soil tests and other due diligence it deems necessary or desirable to satisfy itself as to the condition of the City Property; provided, however, that the City shall have the right to review and approve the scope of work for any environmental testing. If the Developer determines that it is not satisfied, in its sole and absolute discretion, with the condition of the City Property, it may terminate this Agreement by written notice to the City any time prior to the Closing Date, whereupon this Agreement shall be null and void and, except as otherwise specifically provided, neither Party shall have any further right, duty or obligation hereunder. If the Developer elects not to terminate this Agreement pursuant to this Section 22.2, the Developer shall be deemed satisfied with the condition of the Property.

22.3 Environmental Remediation. The Developer has obtained a Phase I ESA of the Property dated September 27, 2022. The Phase I ESA identified a number of Recognized Environmental Conditions ("RECs"), including without limitation an above ground storage tank, underground storage tanks at the City Property and adjacent properties, and historical industrial use of adjacent property. As a result of these findings, the Developer obtained a Phase II ESA on November 8 and 9, 2023, to ascertain the presence of any environmental impacts associated with the RECs. The Phase II ESA disclosed the presence of contaminants exceeding industrial/commercial remediation objectives as set forth in 35 Ill. Adm. Code Part 742, and, as such, the Developer shall enroll the Property (or the applicable portion thereof) and the 4700 Parcel in the SRP, unless the City determines that it is not necessary to enroll the Property in the SRP. If the Developer enrolls (or is required to enroll) the Property in the SRP, the 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 the Property. Upon receipt of the RAP Approval Letter, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Industrial/Commercial 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 Commercial 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 742.305. In addition, the Developer shall remove and close any identified underground storage tanks in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and if leaking, 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 that the City will not issue a Certificate of Completion until the IEPA has issued, 2FM has approved (which approval will not be unreasonably withheld), and the Developer has recorded a Final Comprehensive Industrial/Commercial NFR Letter for the Property with the Cook County Clerk's



Office. If the Developer fails to obtain the Final Comprehensive Industrial/Commercial NFR Letter within six (6) months of the submission of the Remedial Action Completion Report ("RACR") required by the IEPA in order to receive a Final Comprehensive Commercial NFR Letter 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 Commercial NFR Letter.

22.4 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 City Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (ii) the structural, physical or environmental condition of the City Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the City 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. .

22.5 Release Runs with the Land. The covenant of release in Section 22.4 shall run with the Property, and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer for the Purchase Price. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer, or any of the Developer Parties, arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither the Developer, nor any of the Developer Parties, will assert that those obligations must be satisfied in whole or in part by the City because Section 22.4 contains a full, complete and final release of all such claims.

22.6 Survival. This Section 22 shall survive the Closing or any termination of this Agreement (regardless of the reason for such termination).

**SECTION 23. DEVELOPER'S EMPLOYMENT OBLIGATIONS.**

23.1 Employment Opportunity. The Developer agrees, and shall contractually obligate its various contractors, subcontractors and any Affiliate of the Developer operating on the Property (collectively, the "Employers" and individually, an "Employer") to agree, that with respect to the provision of services in connection with the construction of the Project:

(a) Neither the Developer nor any Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Section 2-160-010 et seq. of the Municipal Code, as amended from time to time (the "Human Rights Ordinance"). The Developer and each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon the foregoing grounds, and are treated in a non-discriminatory manner with regard to all job-related matters, including, without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Developer and each Employer, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon the foregoing grounds.

(b) To the greatest extent feasible, the Developer and each Employer shall (i) present opportunities for training and employment of low and moderate income residents of the City, and (ii) provide that contracts for work in connection with the construction of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in, the City.

(c) The Developer and each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including, without limitation, the Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), both as amended from time to time, and any regulations promulgated thereunder.

(d) The Developer, in order to demonstrate compliance with the terms of this Section 23.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

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



(f) Failure to comply with the employment obligations described in this Section 23.1 shall be a basis for the City to pursue remedies under the provisions of Section 19.

23.2 City Resident Employment Requirement.

(a) The Developer agrees, and shall contractually obligate each Employer to agree, that during the construction of the Project, the Developer and each Employer shall comply with the minimum percentage of total worker hours performed by actual residents of the City of Chicago as specified in Section 2-92-330 of the Municipal Code (**at least fifty percent**); provided, however, that in addition to complying with this percentage, the Developer and each Employer shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

(b) The Developer and the Employers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code in accordance with standards and procedures developed by the chief procurement officer of the City of Chicago.

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

(d) The Developer and the Employers shall provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed on the construction of the Project. The Developer and the Employers shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

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

(f) The Developer and the Employers shall provide full access to their employment records to the chief procurement officer, DPD, the Superintendent of the Chicago Police Department, the inspector general, or any duly authorized representative thereof. The Developer and the Employers shall maintain all relevant personnel data and records for a period of at least three (3) years after the issuance of the Certificate of Completion.

(g) At the direction of DPD, the Developer and the Employers shall provide affidavits and other supporting documentation to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

(h) Good faith efforts on the part of the Developer and the Employers to provide work for actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the chief procurement officer) shall not suffice to replace the actual, verified achievement of the

requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents.

(i) If the City determines that the Developer or an Employer failed to ensure the fulfillment of the requirements of this Section 23.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 23.2. If such non-compliance is not remedied in accordance with the breach and cure provisions of Section 19.3, the parties agree that 1/20 of 1 percent (.05%) of the aggregate hard construction costs set forth in the Budget shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer and/or the other Employers or employees to prosecution.

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

(k) The Developer shall cause or require the provisions of this Section 23.2 to be included in all construction contracts and subcontracts related to the construction of the Project.

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

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 23.3, during the course of construction of the Project, at least **26%** of the aggregate hard construction costs shall be expended for contract participation by minority-owned businesses and at least **6%** of the aggregate hard construction costs shall be expended for contract participation by women-owned businesses.

(b) For purposes of this Section 23.3 only:

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

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

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

(c) Consistent with Sections 2-92-440 and 2-92-720 of the Municipal Code, the Developer's MBE/WBE commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer) or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture, or (ii) the amount of any actual work performed on the Project by the MBE or WBE); by the Developer utilizing a MBE or a WBE as the General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor); by subcontracting or causing the General Contractor to subcontract a portion of the construction of the Project to one or more MBEs or WBEs; by the purchase of materials or services used in the construction of the Project from one or more MBEs or WBEs; or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE commitment as described in this Section 23.3. In accordance with Section 2-92-730 of the Municipal Code, the Developer shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of DPD.

(d) The Developer shall deliver quarterly reports to the City's monitoring staff during the construction of the Project describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include, inter alia, the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the construction of the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City's monitoring staff in determining the Developer's compliance with this MBE/WBE commitment. The Developer shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs in connection with the construction of the Project for at least five (5) years after completion of the Project, and the City's monitoring staff shall have access to all such records maintained by the Developer, on prior notice of at least five (5) Business Days, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the construction of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if the disqualified party misrepresented such status, the Developer shall be

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

(f) Any reduction or waiver of the Developer's MBE/WBE commitment as described in this Section 23.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730 of the Municipal Code, as applicable.

**23.4 Pre-Construction Conference and Post-Closing Compliance Requirements.** Not less than ten (10) Business Days prior to the Closing Date, the Developer and the Developer's General Contractor and all major subcontractors shall meet with DPD monitoring staff regarding compliance with all Section 23 requirements. During this pre-construction meeting, the Developer shall present its plan to achieve its obligations under this Section 23, the sufficiency of which the City's monitoring staff shall approve as a precondition to the Closing. During the construction of the Project, the Developer shall submit all documentation required by this Section 23 to the City's monitoring staff, including, without limitation, the following: (a) subcontractor's activity report; (b) contractor's certification concerning labor standards and prevailing wage requirements (if applicable); (c) contractor letter of understanding; (d) monthly utilization report; (e) authorization for payroll agent; (f) certified payroll; (g) evidence that MBE/WBE contractor associations have been informed of the Project via written notice and hearings; and (h) evidence of compliance with job creation/job retention requirements (if any). Failure to submit such documentation on a timely basis, or a determination by the City's monitoring staff, upon analysis of the documentation, that the Developer is not complying with its obligations under this Section 23, shall, upon the delivery of written notice to the Developer, be deemed an Event of Default. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (x) issue a written demand to the Developer to halt construction of the Project, (y) withhold any further payment of any City funds to the Developer or the General Contractor (if applicable), or (z) seek any other remedies against the Developer available at law or in equity.

## **SECTION 24. REPRESENTATIONS AND WARRANTIES.**

**24.1 Representations and Warranties of the Developer.** To induce the City to execute this Agreement and perform its obligations hereunder, the Developer represents, warrants and covenants as follows:

(a) The Developer is an Illinois limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois. The Developer is in good standing and authorized to do business in the State of Illinois. The Developer has the full power and authority to acquire, own and redevelop the Property, and the person signing this Agreement on behalf of the Developer has the authority to do so.

(b) All certifications and statements contained in the Economic Disclosure Statement submitted to the City by the Developer are true, accurate and complete.

(c) The Developer has the right, power and authority to enter into, execute, deliver and perform this Agreement. The Developer's execution, delivery and performance of this Agreement, and all instruments and agreements contemplated hereby, have been duly authorized by all necessary action, and do not and will not violate the Developer's articles of incorporation or bylaws (as amended and supplemented), or any applicable Laws, nor will such execution, delivery and performance, upon the giving

of notice or lapse of time or both, result in a breach or violation of, or constitute a default under, or require any consent under, any other agreement, instrument or document to which the Developer, or any party affiliated with the Developer, is a party or by which the Developer or the Property is now or may become bound.

(d) No action, litigation, investigation or proceeding of any kind is pending or threatened against the Developer or any party affiliated with the Developer, by or before any court, governmental commission, board, bureau or any other administrative agency, and the Developer know of no facts which could give rise to any such action, litigation, investigation or proceeding, which could: (i) affect the ability of the Developer to perform its obligations hereunder; or (ii) materially affect the operation or financial condition of the Developer.

(e) The Developer is now and for the term of this Agreement shall remain solvent and able to pay its debts as they mature.

(f) The Developer shall procure and maintain all Governmental Approvals necessary to construct, complete and operate the Project.

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

(h) The Project will not violate: (i) any applicable Laws, including, without limitation, any zoning and building codes; or (ii) any building permit, restriction of record or other agreement affecting the Property.

(i) The Developer has performed a Phase I environmental site assessment of the Property in accordance with the requirements of the ASTM E 1527-13 standard and other environmental studies sufficient to conclude that the Project may be completed and operated in accordance with all Environmental Laws and this Agreement.

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

(k) Neither the Developer or any Affiliate of the Developer is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable Laws: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

**24.2 Representations and Warranties of the City.** To induce the Developer to execute this Agreement and perform its obligations hereunder, the City hereby represents and warrants to the Developer that the City has authority under its home rule powers to execute and deliver this Agreement and perform the terms and obligations contained herein.

24.3 Survival of Representations and Warranties. Each of the Parties agrees that all warranties, representations, covenants and agreements contained in this Section 24 and elsewhere in this Agreement are true, accurate and complete as of the Effective Date and shall survive the Effective Date and shall be in effect until the issuance of the Certificate of Completion.

#### **SECTION 25. NOTICES.**

Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) email, provided that there is written confirmation of such communication; (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:	K Town BPC, LLC 4647 W. Polk St. Chicago, Illinois 6064487
With a copy to:	c/o Jessica Ashley Garmon <u>401 S. Carlton Ave.</u>  Wheaton, Illinois 60187 Attn: _____

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, respectively, 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 non-business day, it shall be deemed to have been given on the next business day. Any notice, demand or communication given pursuant to clause (c) shall be deemed received on the business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) shall be deemed received three (3) Business Days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given. The refusal to accept delivery by any party or the inability to deliver any communication because of a changed address of which no notice has been given in accordance with this Section 25 shall constitute delivery.

**SECTION 26. BUSINESS RELATIONSHIPS.**

The Developer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-145-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**SECTION 27. PROHIBITION ON CERTAIN CONTRIBUTIONS PURSUANT TO MAYORAL EXECUTIVE ORDER NO. 2011-4.**

27.1 The Developer agrees that the Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in the Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, the Developer's contractors (i.e., any person or entity in direct contractual privity with the Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (such Owners and all other preceding classes of persons and entities, collectively the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago or to his political fundraising committee (a) after execution of this Agreement by the Developer, (b) while this Agreement or any Other Contract (as hereinafter defined) is executory, (c) during the term of this Agreement or any Other Contract, or (d) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated. This provision shall not apply to contributions made prior to May 16, 2011, the effective date of Executive Order 2011-4.

27.2 The Developer represents and warrants that from the later of (a) May 16, 2011, or (b) the date the City approached the Developer, or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

27.3 The Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

27.4 The Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

27.5 Notwithstanding anything to the contrary contained herein, the Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any



covenant or warranty under this Section 27 or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including, without limitation, termination for default) under this Agreement, and under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

27.6 If the Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the Closing, the City may elect to decline to close the transaction contemplated by this Agreement.

27.7 For purposes of this provision:

(a) "Bundle" means to collect contributions from more than one source, which contributions are then delivered by one person to the Mayor or to his political fundraising committee.

(b) "Other Contract" means any other agreement with the City to which the Developer is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

(c) "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code, as amended.

(d) Individuals are "domestic partners" if they satisfy the following criteria:

(i) they are each other's sole domestic partner, responsible for each other's common welfare; and

(ii) neither party is married; and

(iii) the partners are not related by blood closer than would bar marriage in the State of Illinois; and

(iv) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and

(v) two of the following four conditions exist for the partners:

(1) The partners have been residing together for at least 12 months.

(2) The partners have common or joint ownership of a residence.

(3) The partners have at least two of the following arrangements:

(A) joint ownership of a motor vehicle;

(B) joint credit account;

(C) a joint checking account;



(D) a lease for a residence identifying both domestic partners as tenants.

(4) Each partner identifies the other partner as a primary beneficiary in a will.

(e) "Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code, as amended.

#### **SECTION 28. INSPECTOR GENERAL.**

It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

#### **SECTION 29. WASTE ORDINANCE PROVISIONS.**

In accordance with Section 11-4-1600(e) of the Municipal Code, the Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, any violation of the Waste Sections by the Developer, its General Contractor or any subcontractor, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Commissioner of DPD. Such breach and default entitles the City to all remedies under this Agreement, at law or in equity. This section does not limit the duty of the Developer, the General Contractor and any subcontractors to comply with all applicable Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developer's eligibility for future contract awards.

#### **SECTION 30. 2014 CITY HIRING PLAN.**

30.1 The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (as amended, the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

30.2 The Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with the Developer, either as an employee or as a subcontractor, and from directing the Developer to hire an individual as an employee or as a subcontractor. Accordingly, the Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developer under this Agreement are employees or subcontractors of the Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developer.

30.3 The Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

30.4 In the event of any communication to the Developer by a City employee or City official in violation of Section 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.



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 Ciere Boatright, the Commissioner of the Department of Planning and Development of the City of Chicago, an Illinois municipal corporation ("City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that, as said Commissioner, she signed and delivered the foregoing instrument pursuant to authority given by the City as her 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 \_\_\_\_\_, 2024.

\_\_\_\_\_  
 NOTARY PUBLIC

[(Sub)Exhibit "A" referred to in this Agreement for Sale and Redevelopment of Land constitutes Exhibit "A" to ordinance printed on page 10269 of this *Journal*.]

[(Sub)Exhibits "B" and "C" referred to in this Agreement for Sale and Redevelopment of Land unavailable at time of printing.]

(Sub)Exhibit "D" referred to in this Agreement for Sale and Redevelopment of Land reads as follows:

(Sub) Exhibit "D".

(To Redevelopment Agreement With K Town BCP LLC And City Of Chicago)

Joint Order Escrow Agreement.

Escrow Number: \_\_\_\_\_ Date: \_\_\_\_\_, 2024

To: \_\_\_\_\_ [name of title company] ("Escrowee")

\_\_\_\_\_

\_\_\_\_\_

Chicago, Illinois 606\_\_

Parties: (a) K Town BCP LLC, an Illinois limited liability company ("Developer");

(b) City of Chicago, an Illinois municipal corporation ("City"); and

1. The City hereby deposits \$196,760 (the "Escrow Funds") with Escrowee for use solely to reimburse the Developer for the costs shown on Schedule 4 attached hereto, otherwise known as the "Approved Project Costs", relating to Developer's performance of the "Remediation Work", as such terms are defined in that certain Agreement for the Sale and Redevelopment of Land dated as of even date herewith between the City and the Developer (the "RDA"). The Remediation Work will be performed on the Property legally described in Schedule 1 attached hereto.

2. Escrowee shall disburse the Escrow Funds only upon the written joint order of (1) \_\_\_\_\_, in her/his capacity as the \_\_\_\_\_ of the Developer, or her/his duly authorized designee, (2) the Commissioner or any Deputy Commissioner of the Department of Fleet and Facility Management. The joint order must be substantially in the form of Schedule 2 attached hereto, and shall be accompanied by a written statement from \_\_\_\_\_, the Developer's general contractor or environmental remediation contractor, in substantially the form of Schedule 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within thirty (30) days of the Developer incurring the expense for Approved Project Costs).

3. Escrowee is hereby expressly authorized to disregard, in its sole discretion, any and all notices or warnings not given jointly by all of the parties to this Agreement, but Escrowee is hereby expressly authorized to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrowee obeys or complies with any such order, judgment or decree of any court, it shall not be liable to any of the parties to this Agreement or any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being entered

without jurisdiction or being subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this Agreement, to which Escrowee is or may at any time become a party, Escrowee shall have a lien on the Escrow Funds for any and all costs and attorneys' fees, whether such attorney shall be regularly retained or specifically employed, and any other expenses that Escrowee may have incurred or become liable for on account thereof out of said Escrow Funds, and the parties to this Agreement jointly and severally agree to pay Escrowee upon demand all such costs, fees and expenses so incurred.

4. Except as set forth in Paragraph 10 hereof, in no case shall Escrow Funds be surrendered except on a joint order signed by the Developer and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 2 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefor, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and to direct that all sums due to Escrowee pursuant to this Agreement be deducted from the Escrow Funds. The undersigned hereby grant Escrowee a lien against the Escrow Funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement the terms of the RDA. It is not intended to cancel, supersede or modify such terms. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. The Developer and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the Escrow Funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the Escrow Funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Escrow Funds or any part thereof.



8. The fee for establishing the escrow is \$\_\_\_\_\_, payable by the Developer at the time the Escrow Funds are deposited. An annual fee of \$\_\_\_\_\_ will be payable by the Developer for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after the anniversary of the date first set forth above. Wire transfer or overnight delivery fees will be assessed at the rate of \$\_\_\_\_\_ each. All fees relating to this escrow account shall be billable to and payable solely by the Developer. Funds from the escrow account may not be used to pay any such fees, including fees for check payments after the first ten (10) such payments. The Escrowee shall disburse all funds in the escrow account to the City if the Developer fails to timely pay Escrowee such fees.

9. Escrowee may resign as escrow agent by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to the Developer and the City care of their designated representatives and at the addresses set forth below, and thereafter Escrowee shall deliver all remaining Escrow Funds to a successor escrow agent named by the Developer and the City in a joint written and signed order. If the Developer and the City do not agree on a successor escrow agent, then Escrowee shall deliver all remaining Escrow Funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Developer completes the Remediation Work in accordance with the terms of the RDA, as evidenced by the Developer's recording of the Final Comprehensive Commercial NFR Letter, or (ii) \_\_\_\_\_, 20\_\_\_\_, as such date may be extended in writing by the City. All funds, including accumulated interest on the Escrow Funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the Escrowee to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

City: City of Chicago  
 Department of Fleet  
 and Facility Management  
 2 North LaSalle Street, Suite 200  
 Chicago, Illinois 60602  
 Attention: Commissioner

with copies to:

City of Chicago  
 Department of Planning  
 and Development  
 121 North LaSalle Street, Room 1000  
 Chicago, Illinois 60602  
 Attention: Commissioner

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

Developer:

K Town BCP LLC  
4647 West Polk Street  
Chicago, Illinois 60644

with a copy to:

Jessica Ashley Garmon  
401 South Carlton Avenue  
Wheaton, Illinois 60644

Escrowee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Chicago, Illinois 606\_\_\_\_  
Attention: \_\_\_\_\_

K Town BCP LLC

City of Chicago

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Escrowee: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

[Schedule 1 referred to in this Joint Order Escrow Agreement constitutes Exhibit "A" to ordinance printed on page 10269 of this *Journal*.]

Schedules 2, 3 and 4 referred to in this Joint Order Escrow Agreement read as follows:

*Schedule 2.*  
(To Joint Order Escrow Agreement)

*Disbursement Direction.*

I, \_\_\_\_\_, the \_\_\_\_\_ of K Town BCP LLC, an Illinois limited liability company, hereby direct \_\_\_\_\_, Escrowee, under its Escrow Number \_\_\_\_\_ to pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_ from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_

K Town BCP LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ [Commissioner/Deputy Commissioner] of the City of Chicago Department of Fleet and Facility Management, hereby authorize the disbursement requested above approving its payment as so directed.

Dated: \_\_\_\_\_

City of Chicago, acting by and through its Department of Fleet and Facility Management

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_  
 [Lender], hereby direct \_\_\_\_\_, Escrowee, under its Escrow  
 Number \_\_\_\_\_ to pay to \_\_\_\_\_ the sum of \$ \_\_\_\_\_  
 from the cash Deposit held in said Escrow.

Dated: \_\_\_\_\_ [Lender]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

*Schedule 3.*  
 (To Joint Order Escrow Agreement)

The undersigned has served as the general contractor or remediation contractor to K Town BCP LLC, an Illinois limited liability company ("Developer") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Developer for "Approved Project Costs" incurred by the Developer for the "Remediation Work", as defined in, and determined and governed by, that certain Agreement for the Sale and Redevelopment of Land dated as of \_\_\_\_\_, between the City and the Developer. The undersigned has obtained and has included with this certification lien waivers for all the work for which reimbursement is sought.

Dated: \_\_\_\_\_  
 \_\_\_\_\_  
 [General Contractor or Remediation Contractor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*Schedule 4.*  
(To Joint Order Escrow Agreement)

*Approved Project Costs.*

The funds in the Escrow Account will be used solely to reimburse the Developer for the following categories of environmental costs incurred by the Developer in the performance of the Remediation Work at the City Property:

1. Excavation, transportation and disposal of soils exceeding TACO 35 IAC 742.305 "source material" as set forth in the Remedial Action Plan (the "RAP") approved by the IEPA, but not including soil removal required for routine construction;
2. Import and compaction of CA-6 or clean soil to backfill soil area contaminated with soils exceeding TACO 35 IAC 742.305 "source material" in accordance with the approved RAP;
3. Incremental costs for disposal of the construction spoils, defined as the difference between tipping fees for clean construction or demolition debris and tipping fees for special waste;
4. Environmental consultant costs and SRP fees;
5. Installation of vapor barriers, geotextile and soil barriers to the extent required by the approved RAP; and
6. UST removal in accordance with Section 22 of the RDA.

Such environmental costs must be based on the Developer's actual costs, verified by actual receipts, with no markup by the Developer for these costs. Such receipts must include hourly billing rates for the prime environmental consultant and any environmental subcontractors, as proposed by the Developer and approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.**

---

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 38.99 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF W. ADDISON ST.

[O2024-0007819]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Nicholas Sposato (which was referred on February 21, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (38.99) to allow the issuance of additional alcoholic liquor licenses on a portion of West Addison Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(38.99) On Addison Street, from Overhill Avenue to Ozanam Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 39.84 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. ELSTON AVE.

[O2024-0007693]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Samantha Nugent (which was referred on February 15, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (39.84) to allow the issuance of additional package goods licenses on a portion of North Elston Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(39.84) On North Elston Avenue, from West Berteau Avenue to West Montrose Avenue.~~

(Omitted text is unaffected by this ordinance.)



SECTION 2. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 44.2 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR  
LICENSES ON PORTION OF W. BELMONT AVE.

[O2024-0007711]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Bennett R. Lawson (which was referred on February 15, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-022 (44.2) to allow the issuance of additional alcoholic liquor licenses on a portion of West Belmont Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(44.2) On Belmont Avenue, from Clark Street to Sheffield Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY ADDING NEW SUBSECTIONS 23.545 AND 23.546 TO DISALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. 63<sup>RD</sup> ST.

[O2024-0007664]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Silvana Tabares (which was referred on February 15, 2024) to amend Section 4-60-023 of the Municipal Code of Chicago by

adding new subsections 23.545 and 23.546 to disallow the issuance of additional package goods licenses on a portion of West 63<sup>rd</sup> Street, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. The City Council finds that the areas described in Section 2 of this ordinance are adversely affected by the over-concentration of businesses licensed to sell package goods within and near the area.

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by inserting the underscored language as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for package goods within the following areas:

(Omitted text is unaffected by this ordinance.)

(23.545) On 63<sup>rd</sup> Street, from Hamlin Avenue to Pulaski Road.

(23.546) On 63<sup>rd</sup> Street, from Central Park Avenue to Hamlin Avenue.

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in full force and effect from and after its passage and publication.

---

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 37.18 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. NORTH AVE.

[O2024-0007654]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Emma Mitts (which was referred on February 15, 2024) to amend the Municipal Code of Chicago by lifting subsection 4-60-023 (37.18) to allow the issuance of additional package goods licenses on a portion of West North Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(37.18) On West North Avenue, from North Long Avenue to North Central Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING  
SUBSECTION 50.33 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS  
LICENSES ON PORTION OF W. TOUHY AVE.

[O2024-0007559]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderperson Debra Silverstein (which was referred on February 15, 2024) to amend the Municipal Code of Chicago by deleting subsection 4-60-023 (50.33) to allow the issuance of additional package goods licenses on a portion of West Touhy Avenue, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(50.33) On Touhy Avenue, from California Avenue to Rockwell Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and publication.

---

AMENDMENT OF SECTION 4-60-073 OF MUNICIPAL CODE BY INCREASING NUMBER OF LAKEFRONT VENUE LIQUOR LICENSES PER PERIOD AND AUTHORIZING ISSUANCE OF LAKEFRONT VENUE LIQUOR LICENSE FOR CONCRETE PAD AT NORTH AVENUE BEACH HOUSE.

[SO2024-0007860]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Timmy Knudsen (which was referred on February 21, 2024) to amend Section 4-60-073 of the Municipal Code of Chicago regarding lakefront venue liquor licenses, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-073 of the Municipal Code of Chicago is hereby amended by deleting the language struck-through, and inserting the language underlined, as follows:

4-60-073 Lakefront Venue Liquor Licenses -- Special Conditions.

(Omitted text is unaffected by this ordinance.)

(c) No more than ~~2829~~ Lakefront Venue liquor licenses shall be issued during any license period. Locations eligible for Lakefront Venue licenses for sale of beer, wine and spirits: Oak Street Beach; the Sidney Marovitz Golf Course; Berger Park; the Theater on the Lake Building in Lincoln Park; Southfield House in Lincoln Park; the Jackson Park Golf Course club house; Grant Park, at the southern portion of the Daley Bicentennial Plaza; Burnham Harbor, near the harbor master's office; the upper level of the beach house at North Avenue Beach; the concrete pad located about 10 feet northwest of the beach house at North Avenue Beach; three locations in Millennium Park, including a restaurant and up to two locations on or adjacent to the Chase Promenade Central; the Lincoln Park Zoo; Northerly Island; South Shore Golf Course; Ohio Street Beach in Olive Park; Calumet Beach House in Calumet Park; Diversey Driving Range and Miniature Golf Course; Waveland Clock Tower Building in Lincoln Park; Osterman Beach House in Lincoln Park; DuSable Harbor Building; North Rose Garden at Buckingham Fountain; Diversey Grill in Lincoln Park; Montrose Beach House in Lincoln Park; South Shore Cultural Center; 31<sup>st</sup> Street Boathouse in Burnham Park; 63<sup>rd</sup> Street Beach House in Jackson Park; and 87<sup>th</sup> Street Harbor.



(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall take effect upon passage and publication.

---

AMENDMENT OF CHAPTER 4-388 OF MUNICIPAL CODE BY MODIFYING  
VARIOUS SECTIONS REGARDING SALE OF ALCOHOLIC LIQUOR BY SPECIAL  
CLUB LICENSEES ON ROOFTOPS IN WRIGLEY FIELD ADJACENT AREA.  
[SO2024-0007874]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderperson Bennett R. Lawson (which was referred on February 21, 2024) to amend Chapter 4-388 of the Municipal Code of Chicago regarding the Wrigley Field Adjacent Area, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the Committee on License and Consumer Protection on March 13, 2024.

Respectfully submitted,

(Signed) DEBRA SILVERSTEIN,  
*Chair.*

On motion of Alderperson Chico, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Section 4-388-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-388-010 Definitions.

Whenever used in this chapter the following words and phrases shall have the following meanings:

(a) "Rooftops" means for any building in the Wrigley Field Adjacent Area in which a special club license is located on: (i) the roof of the building and any enclosed area, deck or other structure on or above the roof of the building; and (ii) the upper enclosed floor directly below the roof of the building.

(b) "Wrigley Field Adjacent Area" means only that property included inside the following boundary line: the alley next north of and parallel to West Waveland Avenue; North Kenmore Avenue; a line 29.15 feet north of West Waveland Avenue; the alley next west of and parallel to North Sheffield Avenue; a line 79.4 feet north of West Waveland Avenue; North Sheffield Avenue; West Waveland Avenue; the westerly right-of-way of the Chicago Transit Authority elevated structure; West Addison Street; North Sheffield Avenue; West Waveland Avenue; and North Seminary Avenue.

(c) "Special club license" means a license, issued by the Commissioner ~~commissioner of business affairs and consumer protection~~, giving the license holder the rights specified in this chapter.

(d) "Commissioner" means the ~~commissioner~~ Commissioner of ~~business affairs~~ Business Affairs and ~~consumer protection~~ Consumer Protection of the City of Chicago.

(e) "Day-of-event admission sales" means any sale or transfer of ownership of a right-of-access to a rooftop that occurs on the same day that the right-of-access is eligible to be used, redeemed, or otherwise utilized for admission to a rooftop.

(f) "Game days" means any date in which a major league baseball game is scheduled to be played at Wrigley Field. "Game days" include all scheduled Chicago Cubs regular season home games at Wrigley Field, all scheduled Chicago Cubs playoff home games at Wrigley Field, and the major league baseball All-Star Game, if played at Wrigley Field.

(g) To "sell food, ~~beer~~ and ~~wine~~ alcoholic liquor" means the sale of food, ~~beer~~ and ~~wine~~ alcoholic liquor and the service of food, ~~beer~~ and ~~wine~~ alcoholic liquor as part of the rights granted in the special club license as specified in this chapter.

(h) "Roof level" means the roof of the building, and any deck, seating structure or other structure located on, or extending above, the roof.

(i) "Alcoholic liquor" means and includes alcohol, spirits, wine, and beer.

(j) "Package goods" means alcoholic liquor enclosed in the original bottle, jug, can, keg, cask, or other receptacle or container, corked, capped, or sealed and labeled by a manufacturer of alcoholic liquor, to contain and convey any alcoholic liquor.

(k) "Wrigley Field production" means an event held at Wrigley Field anticipated to have an attendance that exceeds 12,500 people, said attendance to be determined by the owner or operator of Wrigley Field, or a promoter of the event to be held at Wrigley Field.

SECTION 2. Section 4-388-020 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-388-020 Sale Of Food, ~~Beer And Wine~~ Alcoholic Liquor -- Permitted.

(a) Notwithstanding any other provision of the Municipal Code, a special club licensee may sell rooftop admission rights and sell food, ~~beer and wine~~ alcoholic liquor on rooftops in the Wrigley Field Adjacent Area in accordance with ~~the provisions of this chapter. The sale or service by a special club licensee of any alcoholic beverage or liquor other than beer or wine is not permitted under a special club license at any time.~~

(b) A special club licensee shall not serve alcoholic liquor in quantities greater than:

(i) 16 fluid ounces for beer, hard cider, hard seltzer, malt liquor, and similar beverages;

(ii) 6.3 fluid ounces for wine; and

(iii) 3 fluid ounces for spirits.

(c) A special club licensee shall not sell or offer for sale any package goods.

(d) A special club licensee shall be required to own no other City of Chicago licenses to conduct the activities delineated in this ordinance other than the "special club license" as defined in this ordinance.

SECTION 3. Section 4-388-040 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-388-040 Fees.

The license fee, payable every two years, for a special club license as defined in this ordinance shall be ~~\$1,000.00~~ \$4,400.00.

SECTION 4. Section 4-388-070 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-388-070 Special Club License -- Term/Renewal/Transfer Of Interest.

(a) A special club license shall be issued every two years by the Commissioner ~~commissioner, and shall be valid only from March 1 through November 10 of each calendar year in which it is valid.~~ Transfer of ownership shall be allowed on any special club license. Renewals, expansions pursuant to Section 4-60-110, and transfers of special club licenses shall be granted by the ~~commissioner~~ Commissioner, provided that the applicant has satisfied all legal requirements and in accordance with applicable law.

(Omitted text is unaffected by this ordinance.)

SECTION 5. Section 4-388-120 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

4-388-120 Days And Hours Of Operation.

Rooftops in the Wrigley Field Adjacent Area may be open for business only on game days ~~only~~ and on days with a Wrigley Field production, for exclusive invitees only, from 8:00 A.M. to 12:00 A.M. Provided, however, ~~beer and wine~~ alcoholic liquor may be served beginning two (2) hours prior to the scheduled start of the game or event, and closing no more than one (1) hour after completion of the game or event. However, regardless of the scheduled start time or of completion of the game or event, ~~beer and wine~~ alcoholic liquor may not be served on rooftops by a special club licensee after 11:00 P.M. from Sunday through Thursday, after 11:59 P.M. Friday and Saturday, and prior to 11:00 A.M. Sunday.

SECTION 6. 4-388-175 of the Municipal Code of Chicago is hereby amended by adding the language underlined and deleting the language struck through, as follows:

4-388-175 Miscellaneous Requirements.

The following provisions apply to buildings in the Wrigley Field Adjacent Area in which a special club license is located.

(Omitted text is unaffected by this ordinance.)

(f) The front facade of any building in which a special club license is located shall not be altered or modified unless the special club licensee has received, in writing, the approval of the zoning administrator. The Commissioner shall approve such changes if,

in ~~his or her~~ the Commissioner's determination, the alterations to the front facade will not: 1) alter the existing streetscape by permitting building additions that encroach onto front yards; 2) alter the building's bulk or scale by the additions of balconies, enclosed porches, or other front additions; or 3) alter the historic character of the Wrigley Field Adjacent Area. Nothing in this section shall be construed as restricting the routine maintenance or repair of the building front facade.

(g) Fire extinguishers shall be located in all areas of the rooftop club in compliance with NFPA 10 standards.

(h) The sale of food, beverages, ~~alcohol~~ alcoholic liquor, or merchandise is prohibited in the front yard or on the first floor of the building.

(i) (1) Every building in which a special club license is located shall have a written evacuation plan in place. The evacuation plan shall plan for the emergency evacuation of occupants of the building and rooftop club, and include such other information that the ~~fire commissioner~~ Fire Commissioner shall prescribe in rules ~~and regulations~~.

(2) It shall be the duty of the special club licensee to create, implement, maintain and update the evacuation plan.

(3) Every special club licensee shall submit the evacuation plan to the ~~fire department~~ Fire Department for approval no later than May 10, 2006. Thereafter, the licensee shall review the plan annually and shall amend or update the plan as necessary. Any changes or amendments to the plan shall be submitted to the ~~fire department~~ Fire Department for approval prior to any changes or amendments becoming effective.

(4) The ~~fire commissioner~~ Fire Commissioner is authorized to promulgate rules ~~and regulations~~ to effectuate the purposes of this subsection (i). The rules ~~and regulations~~ shall set forth the minimum requirements of the plan, including the designation of required personnel and information required in the plan.

SECTION 7. Section 4-388-180 of the Municipal Code of Chicago is hereby amended by adding the language underlined and deleting the language struck through, as follows:

4-388-180 Catering Establishments.

Notwithstanding any other provision of the Municipal Code, any establishment that is located in the Wrigley Field Adjacent Area may provide catering services to a special club licensee, including the provision of ~~beer and wine~~ alcoholic liquor allowed to be served by a special club licensee pursuant to this chapter.

SECTION 8. This ordinance shall be in full force and effect upon publication.

**COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.****ESTABLISHMENT AND AMENDMENT OF NO PARKING ZONES.**

[SO2024-0008230]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and an order to establish and/or amend no parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. That the Commissioner of Transportation is hereby authorized and directed to establish and/or amend no parking zone signs at the below listed locations:

Ward	Location
1	West Division Street (both sides) from North Damen Avenue to North Leavitt Street -- no parking/tow-away zone -- 12:00 A.M. to 5:00 A.M. -- Thursday through Monday; [O2024-0008100]
23	Repeal no parking/tow-away zone (passed May 26, 1976, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 3056) at South Newland Avenue (both sides) from South Archer Avenue to the first alley north thereof -- no parking/tow-away zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday by striking the above; [O2024-0007617]
27	North Ada Street (east side) from West Lake Street to West Fulton Street -- no parking/tow-away zone -- at all times -- all days (public benefit); [O2024-0007755]
41	6083 North Northwest Highway -- two percent reserved disabled parking -- no parking/tow-away -- 9:00 A.M. to 8:00 P.M. -- all days (public benefit); [O2024-0007752]
41	Repeal two-hour parking at West Gregory Street, from North Oakview Avenue to North East River Road (both sides of the street) -- at all times -- all days; [Or2024-0008059]
42	North LaSalle Drive (east and west sides) from West Superior Street to West Chicago Avenue -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M. -- all days; [O2024-0007397]
42	Upper East Wacker Drive (south side) from a point 20 feet east of North Columbus Drive to a point 700 feet east thereof -- no parking/tow-away zone -- 11:00 P.M. to 6:00 A.M. -- all days; [O2024-0007401]

Ward      Location

43      Amend no parking/tow-away zones at North Clark Street (east side) from West LaSalle Drive to West Lincoln Avenue -- parking prohibited during specified hours -- 4:00 A.M. to 3:00 P.M. -- Wednesdays and Saturdays -- April 1 to November 31 -- except vendor trucks with permits on North Clark Street;

North Stockton Drive (east side) from a point 1,045 feet north of West LaSalle Drive to a point 230 feet north thereof -- parking prohibited from 4:00 A.M. to 3:00 P.M. -- Wednesdays and Saturdays -- April 1 to November 31 -- except vendor trucks with permits on North Stockton Drive;

North Stockton Drive (east side) from a point 720 feet north of West LaSalle Drive to a point 15 feet north thereof -- parking prohibited from 4:00 A.M. to 3:00 P.M. -- Wednesdays and Saturdays -- April 1 to November 31 -- except vendor trucks with permits on North Stockton Drive;

North Stockton Drive (west side) from a point 1,195 feet north of West LaSalle Drive to a point 145 feet north thereof -- parking prohibited from 4:00 A.M. to 3:00 P.M. -- Wednesdays and Saturdays -- April 1 to November 31 -- except vendor trucks with permits on North Stockton Drive.

[O2024-0008070]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

ESTABLISHMENT AND AMENDMENT OF PARKING RESTRICTIONS.

(Except For Handicapped)

[SO2024-0008228]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking prohibited restrictions at all times -- disabled permits on portions of sundry streets; begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.



This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
Chair.

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 050 of the Municipal Code of Chicago, the operator of a vehicle shall not park such vehicle at any time upon the following public way, as indicated:

*Establishment Of Disabled Permit Parking:*

Ward	Location And Permit Number
1	2050 North Bingham Street -- Disabled Parking Permit Number 133956; [O2024-0007898]
1	2228 West Augusta Boulevard -- Disabled Parking Permit Number 119705; [O2024-0007900]

Ward	Location And Permit Number
1	1400 North Greenview Avenue (signs to be posted at 1516 West Blackhawk Street as close to North Greenview Avenue and West Blackhawk Street corner as possible) -- Disabled Parking Permit Number 133294; [O2024-0007909]
1	1134 North Hoyne Avenue -- Disabled Parking Permit Number 117103; [O2024-0008098]
1	2725 West Medill Avenue -- Disabled Parking Permit Number 119688; [O2024-0008099]
4	3420 South Giles Avenue -- Disabled Parking Permit Number 94781; [O2024-0007981]
4	931 East 42 <sup>nd</sup> Place -- Disabled Parking Permit Number 129944; [O2024-0007982]
4	4754 South Champlain Avenue -- Disabled Parking Permit Number 131979; [O2024-0007992]
7	8234 South Colfax Avenue -- Disabled Parking Permit Number 133018; [O2024-0007902]
8	7828 South Euclid Avenue -- Disabled Parking Permit Number 130199; [O2024-0007607]
8	7949 South Avalon Avenue -- Disabled Parking Permit Number 130983; [O2024-0007608]
8	438 East 88 <sup>th</sup> Place -- Disabled Parking Permit Number 130482; [O2024-0007609]
8	1134 East 81 <sup>st</sup> Street -- Disabled Parking Permit Number 132882; [O2024-0008006]
9	11343 South Prairie Avenue -- Disabled Parking Permit Number 130081; [O2024-0007983]
10	10359 South Avenue M (location signs to be posted at 3534 East 104 <sup>th</sup> Street) -- Disabled Parking Permit Number 131443; [O2024-0007115]

Ward	Location And Permit Number
11	3205 South Wells Street -- Disabled Parking Permit Number 132640; [O2024-0007656]
11	1215 West 31 <sup>st</sup> Place -- Disabled Parking Permit Number 132938; [O2024-0007657]
11	3348 South Wallace Street -- Disabled Parking Permit Number 132813; [O2024-0007658]
11	2900 South Union Avenue -- Disabled Parking Permit Number 133781; [O2024-0007659]
12	4450 South Homan Avenue -- Disabled Parking Permit Number 132886; [O2024-0008007]
12	3804 South Wood Street -- Disabled Parking Permit Number 132953; [O2024-0008017]
13	6043 South Kilpatrick Avenue -- Disabled Parking Permit Number 133158; [O2024-0007668]
13	5515 South Natoma Avenue -- Disabled Parking Permit Number 133687; [O2024-0007669]
13	6022 South Tripp Avenue -- Disabled Parking Permit Number 133485; [O2024-0007671]
13	6243 South Nashville Avenue -- Disabled Parking Permit Number 133081; [O2024-0007672]
13	6922 West 63 <sup>rd</sup> Place -- Disabled Parking Permit Number 133061; [O2024-0007673]
13	5931 South Kolmar Avenue -- Disabled Parking Permit Number 132654; [O2024-0007674]
13	6414 South Lamon Avenue -- Disabled Parking Permit Number 133499; [O2024-0007682]
13	5600 South Moody Avenue -- Disabled Parking Permit Number 133484; [O2024-0007684]
13	6153 South Karlov Avenue -- Disabled Parking Permit Number 132920; [O2024-0007720]

Ward	Location And Permit Number
13	6218 South Neenah Avenue -- Disabled Parking Permit Number 132792; [O2024-0007748]
13	5819 West 63 <sup>rd</sup> Place -- Disabled Parking Permit Number 132727; [O2024-0008003]
14	5159 South Albany Avenue -- Disabled Parking Permit Number 122250; [O2024-0007740]
14	4737 South Harding Avenue -- Disabled Parking Permit Number 131429; [O2024-0007743]
14	5636 South Albany Avenue -- Disabled Parking Permit Number 131711; [O2024-0007744]
14	4936 South Tripp Avenue -- Disabled Parking Permit Number 132609; [O2024-0007745]
14	5138 South Artesian Avenue -- Disabled Parking Permit Number 130562; [O2024-0007984]
14	5514 South Christiana Avenue -- Disabled Parking Permit Number 128670; [O2024-0008113]
14	3500 West 57 <sup>th</sup> Place -- Disabled Parking Permit Number 133131; [O2024-0008139]
14	4931 South Tripp Avenue -- Disabled Parking Permit Number 133029; [O2024-0008144]
14	4734 South Keeler Avenue -- Disabled Parking Permit Number 132751; [O2024-0008147]
14	3807 West 46 <sup>th</sup> Street -- Disabled Parking Permit Number 132257; [O2024-0008148]
14	3249 West 61 <sup>st</sup> Place -- Disabled Parking Permit Number 129683; [O2024-0008150]
15	632 West 48 <sup>th</sup> Place -- Disabled Parking Permit Number 132271; [O2024-0007994]
15	4446 South Hermitage Avenue -- Disabled Parking Permit Number 132301; [O2024-0007995]

Ward	Location And Permit Number
15	5746 South Maplewood Avenue -- Disabled Parking Permit Number 132951; [O2024-0008015]
18	7131 South Albany Avenue -- Disabled Parking Permit Number 132643; [O2024-0007746]
18	8631 South Kostner Avenue -- Disabled Parking Permit Number 132662; [O2024-0007747]
18	3540 West 81 <sup>st</sup> Street -- Disabled Parking Permit Number 130874; [O2024-0007988]
19	11140 South Trumbull Avenue -- Disabled Parking Permit Number 131093; [O2024-0007990]
20	4317 South Princeton Avenue -- Disabled Parking Permit Number 132952; [O2024-0008016]
21	550 West 87 <sup>th</sup> Street -- Disabled Parking Permit Number 132958; [O2024-0008020]
22	3026 South Homan Avenue -- Disabled Parking Permit Number 132850; [O2024-0007749]
22	2234 South Kostner Avenue -- Disabled Parking Permit Number 133093; [O2024-0007901]
22	2847 South Homan Avenue -- Disabled Parking Permit Number 132848; [O2024-0008005]
22	3251 South Keeler Avenue -- Disabled Parking Permit Number 132902; [O2024-0008009]
23	5225 South Hamlin Avenue -- Disabled Parking Permit Number 127610; [O2024-0007709]
23	3722 West 62 <sup>nd</sup> Place -- Disabled Parking Permit Number 132525; [O2024-0007998]
25	1936 West 22 <sup>nd</sup> Place -- Disabled Parking Permit Number 130981; [O2024-0007903]
26	1706 North Keeler Avenue -- Disabled Parking Permit Number 132748; [O2024-0007508]

Ward	Location And Permit Number
26	2125 North Latrobe Avenue -- Disabled Parking Permit Number 132594; [O2024-0007510]
26	1911 North Tripp Avenue -- Disabled Parking Permit Number 133004; [O2024-0007511]
26	3334 West Potomac Avenue -- Disabled Parking Permit Number 133603; [O2024-0007512]
27	2721 West Monroe Street -- Disabled Parking Permit Number 132635; [O2024-0008001]
28	4021 West Adams Street -- Disabled Parking Permit Number 128796; [O2024-0007683]
28	3532 West Congress Parkway -- Disabled Parking Permit Number 132878; [O2024-0007685]
29	103 South Mason Avenue -- Disabled Parking Permit Number 132982; [O2024-0007771]
29	1139 South Monitor Avenue -- Disabled Parking Permit Number 132692; [O2024-0007773]
29	504 South Lockwood Avenue -- Disabled Parking Permit Number 132912; [O2024-0007774]
29	741 North Mayfield Avenue -- Disabled Parking Permit Number 132993; [O2024-0007778]
29	1526 North Mason Avenue -- Disabled Parking Permit Number 132694; [O2024-0007788]
29	1707 North Melvina Avenue -- Disabled Parking Permit Number 132717; [O2024-0008002]
29	1446 North Monitor Avenue -- Disabled Parking Permit Number 132928; [O2024-0008014]
30	5631 West Eddy Street -- Disabled Parking Permit Number 132895; [O2024-0008008]
32	2634 North Marshfield Avenue -- Disabled Parking Permit Number 133318; [O2024-0008023]

Ward	Location And Permit Number
33	4946 North Spaulding Avenue -- Disabled Parking Permit Number 133281; [O2024-0007485]
33	4012 North Francisco Avenue -- Disabled Parking Permit Number 132624; [O2024-0007487]
36	2718 West Cortez Street -- Disabled Parking Permit Number 132954; [O2024-0008019]
36	2211 North Major Avenue -- Disabled Parking Permit Number 132983; [O2024-0008022]
37	5428 West Walton Street -- Disabled Parking Permit Number 131124; [O2024-0007575]
37	1740 North Linder Avenue -- Disabled Parking Permit Number 132210; [O2024-0007576]
37	1534 North Latrobe Avenue -- Disabled Parking Permit Number 128394; [O2024-0007577]
37	4831 West Kamerling Avenue -- Disabled Parking Permit Number 131076; [O2024-0007578]
37	4814 West Wabansia Avenue -- Disabled Parking Permit Number 132877; [O2024-0007579]
37	1743 North Latrobe Avenue -- Disabled Parking Permit Number 129349; [O2024-0007580]
37	1029 North Laramie Avenue -- Disabled Parking Permit Number 131983; [O2024-0007581]
37	5235 West Kamerling Avenue -- Disabled Parking Permit Number 132887; [O2024-0007593]
37	1638 North Lorel Avenue -- Disabled Parking Permit Number 132528; [O2024-0007610]
37	1712 North Leclaire Avenue -- Disabled Parking Permit Number 131818; [O2024-0007612]
38	3718 North Oriole Avenue -- Disabled Parking Permit Number 131664; [O2024-0007491]

Ward	Location And Permit Number
38	4344 North Mobile Avenue -- Disabled Parking Permit Number 131775; [O2024-0007991]
38	5936 West Warwick Avenue -- Disabled Parking Permit Number 132489; [O2024-0007996]
38	3622 North Sayre Avenue -- Disabled Parking Permit Number 132926; [O2024-0008013]
39	5725 North Spaulding Avenue -- Disabled Parking Permit Number 132925; [O2024-0008012]
39	5622 North Kimball Avenue -- Disabled Parking Permit Number 132965; [O2024-0008021]
40	6106 North Ravenswood Avenue -- Disabled Parking Permit Number 132141; [O2024-0007993]
40	5438 North Artesian Avenue -- Disabled Parking Permit Number 132628; [O2024-0008000]
40	6129 North Wolcott Avenue -- Disabled Parking Permit Number 132903; [O2024-0008011]
40	6134 North Seeley Avenue -- Disabled Parking Permit Number 132742; [O2024-0008072]
40	1734 West Thome Avenue -- Disabled Parking Permit Number 132923; [O2024-0008074]
48	5427 North Kenmore Avenue -- Disabled Parking Permit Number 129094; [O2024-0006901]
48	5040 North Kenmore Avenue (signs to be posted at 5026 North Kenmore Avenue) -- Disabled Parking Permit Number 132824; [O2024-0006902]
49	2014 West Birchwood Avenue -- Disabled Parking Permit Number 132855; [O2024-0007486]
49	6748 North Ashland Avenue (signs to be posted at 1627 West Columbia Avenue) -- Disabled Parking Permit Number 104638; [O2024-0007492]



Ward	Location And Permit Number
49	7010 North Sheridan Road -- Disabled Parking Permit Number 131563; [O2024-0007710]
49	7334 North Ridge Boulevard -- Disabled Parking Permit Number 104636; [O2024-0008092]
50	6337 North Monticello Avenue -- Disabled Parking Permit Number 132937; [O2024-0007534]
50	6218 North Whipple Street -- Disabled Parking Permit Number 132494; [O2024-0007535]
50	2344 West Granville Avenue -- Disabled Parking Permit Number 122185. [O2024-0007676]

*Repeal Of Disabled Permit Parking:*

Ward	Location And Permit Number
8	Repeal Disabled Parking Permit Number 130195 at 8027 South Clyde Avenue; [O2024-0007797]
13	Repeal Disabled Parking Permit Number 127599 at 6119 South Massasoit Avenue; [O2024-0007678]
13	Repeal Disabled Parking Permit Number 107509 at 6100 West 63 <sup>rd</sup> Place; [O2024-0007679]
13	Repeal Disabled Parking Permit Number 113982 at 6612 South Kildare Avenue; [O2024-0007680]
18	Repeal Disabled Parking Permit Number 129044 at 7337 South Campbell Avenue; [O2024-0007677]
22	Repeal Disabled Parking Permit Number 125818 at 3040 South Homan Avenue; [O2024-0007741]

Ward	Location And Permit Number
23	Repeal Disabled Parking Permit Number 94545 at 5024 South Lawler Avenue; [O2024-0007614]
23	Repeal Disabled Parking Permit Number 116192 at 5305 South Harding Avenue; [O2024-0007714]
23	Repeal Disabled Parking Permit Number 126491 at 3643 West 67 <sup>th</sup> Place; [O2024-0007718]
38	Repeal Disabled Parking Permit Number 97754 at 5921 West Waveland Avenue; [O2024-0007493]
38	Repeal Disabled Parking Permit Number 28946 at 3708 North Osceola Avenue; [O2024-0007494]
40	Repeal Disabled Parking Permit Number 110016 at 2421 West Lunt Avenue; [O2024-0008057]
40	Repeal Disabled Parking Permit Number 128089 at 2423 West Lunt Avenue. [O2024-0008063]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

---

ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2024-0008232]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64, Section 090 of the Municipal Code of Chicago, portions of the below named streets are hereby designated as residential permit parking zones, for the following locations:

Ward	Location And Permit Number
1	1401 -- 1403 (odd only) North Wicker Park Avenue and 1826 West Evergreen Avenue -- buffer zone for Residential Permit Parking Zone 154; [O2024-0007905]
11	Amend Residential Permit Parking Zone 2405 at 1198 -- 1128 West 31 <sup>st</sup> Place (north side of the street, from South May Street to South Racine Avenue) -- at all times -- all days; [O2024-0007660]

Ward	Location And Permit Number
12	Residential Permit Parking Zone 672 at 3514 -- 3559 South Wood Street (both sides of the street) -- at all times -- all days; [O2024-0007509]
23	Amend Residential Permit Parking Zone 37 wraparound at 5158 South Springfield Avenue on West 52 <sup>nd</sup> Street, from South Springfield Avenue to the first alley west thereof -- at all times -- all days; [O2024-0007728]
26	Amend Residential Permit Parking Zone 2253 (passed April 4, 2020, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 15523) at 1715 -- 1742 North Spaulding Avenue (east and west sides) -- 6:00 P.M. to 6:00 A.M. -- all days by striking: "1715 -- 1742" and inserting: "1714 -- 1742" in lieu thereof; [O2024-0007719]
35	Amend Residential Permit Parking Zone 346 at 3059 -- 3159 North Washtenaw Avenue (west and east sides of the street) -- at all times -- all days; [O2024-0007713]
40	Residential Permit Parking Zone 2433 at 2540 -- 2550 and 2541 -- 2557 West Balmoral Avenue -- 5:00 P.M. to 8:00 A.M. -- all days; [O2024-0008064]
41	Amend Residential Permit Parking Zone 1322 at 7000 -- 7027 West Summerdale Avenue (both sides of the street) -- at all times -- all days by striking the above; [O2024-0007751]
41	Amend Residential Permit Parking Zone 2427 (passed December 13, 2023, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 7354) at 4900 -- 4953 North Neva Avenue -- Residential Permit Parking Zone 2428, at 7133 -- 7121 West Argyle Street -- Residential Permit Parking Zone 2429, at 7122 -- 7132 West Strong Street -- at all times -- all days by striking: "Residential Permit Parking Zone 2427, Residential Permit Parking Zone 2428, Residential Permit Parking Zone 2429" and inserting: "Residential Permit Parking Zone 2427". [O2024-0008047]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.  
[SO2024-0008231]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to erect and/or amend traffic warning signs and signals, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) DANIEL LA SPATA,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
10	Amend single direction (passed January 24, 2024, <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 8588) at East 128 <sup>th</sup> Street alley, from South Commercial Avenue to East 128 <sup>th</sup> Street -- one-way westerly by striking the above and inserting: "East/West 128 <sup>th</sup> Street alley, from South Carondelet Avenue to South Exchange Avenue -- one-way westerly" in lieu thereof; [O2024-0007114]
10	South Avenue N, from East 130 <sup>th</sup> Street to East 134 <sup>th</sup> Street -- speed limitation -- 20 miles per hour; [O2024-0008093]
10	East 134 <sup>th</sup> Street, from South Brainard Avenue to South Avenue K -- speed limitation -- 20 miles per hour; [O2024-0008095]
10	East 100 <sup>th</sup> Street, from South Avenue J to South Avenue G -- speed limitation -- 20 miles per hour; [O2024-0008096]
10	South Ewing Avenue, from East 118 <sup>th</sup> Street to East 114 <sup>th</sup> Street -- speed limitation -- 20 miles per hour; [O2024-0008097]
13	West 56 <sup>th</sup> Street and South Newcastle Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0007188]
23	West 52 <sup>nd</sup> Street and South Leamington Avenue -- "All-Way Stop" sign, stopping all approaches; [Or2024-0007496]
23	West 52 <sup>nd</sup> Street and South Long Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0007553]
23	South Central Park Avenue and West 57 <sup>th</sup> Place -- "One-Way Stop" sign, stopping eastbound traffic on West 57 <sup>th</sup> Place for South Central Park Avenue; [O2024-0007641]
24	South St. Louis Avenue and West 12 <sup>th</sup> Place -- "All-Way Stop" sign, stopping all approaches; [O2024-0008071]

Ward	Location And Type Of Sign
26	North Central Park Avenue, from West Armitage Avenue to West Dickens Avenue -- speed limitation -- 20 miles per hour; [O2024-0008024]
26	North Latrobe Avenue, from West Belden Avenue to West Dickens Avenue; North Laramie Avenue, from West Belden Avenue to West Dickens Avenue; West Belden Avenue, from North Latrobe Avenue to North Laramie Avenue; West Palmer Avenue, from North Latrobe Avenue to North Laramie Avenue; and West Dickens Avenue from North Latrobe Avenue to North Laramie Avenue -- speed limitation -- 20 miles per hour; [O2024-0008052]
31	North Lockwood Avenue, from West Fullerton Avenue to West Belden Avenue; North Latrobe Avenue, from West Fullerton Avenue to West Belden Avenue; North Laramie Avenue, from West Fullerton Avenue to West Belden Avenue; and West Belden Avenue, from North Lockwood Avenue to North Laramie Avenue -- speed limitation -- 20 miles per hour; [O2024-0008043]
36	West Augusta Boulevard, from North Western Avenue to North Wood Street -- speed limitation -- 20 miles per hour; [O2024-0008035]
36	North Long Avenue, from West Fullerton Avenue to West Grand Avenue; North Lorel Avenue, from West Fullerton Avenue to West Grand Avenue; North Lockwood Avenue, from West Fullerton Avenue to West Grand Avenue; North Latrobe Avenue, from West Belden Avenue to West Grand Avenue; North Laramie Avenue, from West Dickens Avenue to West Grand Avenue; West Belden Avenue, from North Long Avenue to North Latrobe Avenue; West Palmer Avenue, from North Long Avenue to North Latrobe Avenue; and West Dickens Avenue, from North Lockwood Avenue to North Latrobe Avenue -- speed limitation -- 20 miles per hour; [O2024-0008039]
36	West Grand Avenue, from West Chicago Avenue to North Damen Avenue -- speed limitation -- 25 miles per hour; [O2024-0008102]
40	North Rockwell Street and West Ardmore Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0008065]
45	North Austin Avenue, from West Foster Avenue to West Avondale Avenue -- speed limitation -- 20 miles per hour; [O2023-0006232]

Ward	Location And Type Of Sign
45	West Avondale Avenue and West Gregory Street, from North Austin Avenue to North Nagle Avenue -- speed limitation -- 20 miles per hour; [O2023-0006236]
45	North Medina Avenue and North Melvina Avenue -- "One-Way Stop" sign, stopping westbound traffic on North Medina Avenue for North Melvina Avenue; [O2024-0007595]
45	North Ionia Avenue and North Tonty Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0007795]
45	North Hiawatha Avenue and North Tonty Avenue -- "All-Way Stop" sign, stopping all approaches; [O2024-0007796]
47	West Melrose Street, from North Campbell Avenue to North Rockwell Street -- speed limitation -- 20 miles per hour; [O2023-0004354]
47	North Campbell Avenue, from West Belmont Avenue to West Roscoe Street -- speed limitation -- 20 miles per hour; [O2023-0004357]
47	North Rockwell Street, from West Melrose Street to West Addison Street -- speed limitation -- 20 miles per hour; [O2023-0004360]
47	West Roscoe Street, from North Western Avenue to North Campbell Avenue -- speed limitation -- 20 miles per hour; [O2023-0004362]
47	North Lincoln Avenue and West Byron Street -- "All-Way Stop" sign, stopping all approaches; [Or2024-0007409]
48	North Kenmore Avenue, from West Ainslie Street to West Sheridan Road -- speed limitation -- 20 miles per hour. [O2024-0008056]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.



**COMMITTEE ON POLICE AND FIRE.****APPOINTMENT OF DUANE M. DE VRIES AS MEMBER OF CHICAGO  
EMERGENCY TELEPHONE SYSTEM BOARD.**

[A2024-0007285]

The Committee on Police and Fire submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Police and Fire held a meeting on Monday, March 18, 2024, in person to consider the appointment of Duane M. DeVries as a member of the Chicago Emergency Telephone System Board (A2024-0007285) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Duane M. DeVries as a member of the Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

REAPPOINTMENT OF MARY SHERIDAN AS MEMBER OF CHICAGO  
EMERGENCY TELEPHONE SYSTEM BOARD.

[A2024-0007286]

The Committee on Police and Fire submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Police and Fire held a meeting on Monday, March 18, 2024, in person to consider the reappointment of Mary Sheridan as a member of the Chicago Emergency Telephone System Board (A2024-0007286) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was concurred by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed reappointment of Mary Sheridan as a member of the Chicago Emergency Telephone System Board was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

APPOINTMENT OF ADRIENNE M. JOHNSON AS MEMBER OF DISTRICT COUNCIL 001.

[A2024-0007824]

The Committee on Police and Fire submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Police and Fire held a meeting on Monday, March 18, 2024, in person to consider the appointment of Adrienne M. Johnson as a member of the District Council 001 (A2024-0007824) and having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by the affirmative vote of all the committee members present for roll call to determine quorum.

Sincerely,

(Signed) CHRIS TALIAFERRO,  
*Chair.*

On motion of Alderperson Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Adrienne M. Johnson as a member of the District Council 001 was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

**COMMITTEE ON PUBLIC SAFETY.**

---

**APPOINTMENT OF JOSE TIRADO AS EXECUTIVE DIRECTOR OF OFFICE OF EMERGENCY MANAGEMENT AND COMMUNICATIONS.**

[A2024-0007311]

The Committee on Public Safety submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Public Safety, to which was referred an appointment of Jose Tirado as the Executive Director of the Office of Emergency Management and Communications (A2024-0007311), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a vote of the members of the committee present, with no dissenting votes on March 14, 2024.

Sincerely,

(Signed) BRIAN HOPKINS,  
*Chair.*

On motion of Alderperson Yancy, the committee's recommendation was *Concurred In* and the said proposed appointment of Jose Tirado as the Executive Director of the Office of Emergency Management and Communications was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

**COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.****APPOINTMENT OF TOM CARNEY AS COMMISSIONER OF CHICAGO DEPARTMENT OF TRANSPORTATION.**

[A2024-0007308]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way, to which was referred a mayoral appointment of Tom Carney as the new Commissioner of the Chicago Department of Transportation (A2024-0007308) which appointment was referred to the committee on January 24, 2024, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed appointment of Tom Carney as the Commissioner of the Chicago Department of Transportation was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

## APPOINTMENT OF ROBERTO REQUEJO AS MEMBER OF CHICAGO TRANSIT BOARD.

[A2024-0007851]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way, to which was referred a mayoral appointment of Roberto Requejo as a member of the Chicago Transit Board for a term effective immediately and expiring September 1, 2029, to succeed Alejandro Silva, who has resigned (A2024-0007851) which appointment was referred to committee on February 21, 2024, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

On motion of Alderperson Mitchell, the committee's recommendation was *Concurred In* and the said proposed appointment of Roberto Requejo as a member of the Chicago Transit Board was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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

INTERGOVERNMENTAL AGREEMENT WITH CHICAGO METROPOLITAN AGENCY FOR PLANNING REGARDING ECONOMIC IMPACT ANALYSIS OF TRANSPORTATION IMPROVEMENTS CONSIDERING PLACEMAKING, WALKABILITY, MULTIMODAL SAFETY AND CONNECTIVITY FOR ALL USERS WHEN CONSIDERING COMMERCIAL EXPANSION.

[O2024-0007884]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0007884) transmitted herewith to authorize an intergovernmental agreement with the Chicago Metropolitan Agency for Planning regarding economic impact analysis of transportation improvements considering location, walkability, multimodal safety and connectivity for all users when considering commercial expansion. This ordinance was referred to the committee on February 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City"), a home rule unit of government under Section 6(a), Article VII of the 1970 Constitution of the State of Illinois; and

WHEREAS, The City wishes to collaborate with the Chicago Metropolitan Agency for Planning ("CMAP"), a unit of local government established by the Regional Planning Act, to analyze the economic impacts of enhanced transportation improvements that support placemaking, walkability, multimodal safety, and connectivity for all users, while fostering economically prosperous commercial corridors (the "Economic Impact Analysis"); and

WHEREAS, CMAP will lead the effort to develop the Economic Impact Analysis; and

WHEREAS, The City, through its Department of Transportation ("CDOT"), will support CMAP in the development of the Economic Impact Analysis; and

WHEREAS, CDOT shall pay for or reimburse CMAP in an amount not to exceed \$9,000 in connection with the Economic Impact Analysis (the "City Contribution"); and

WHEREAS, The City and CMAP wish to enter into an intergovernmental agreement in substantially the form attached as Exhibit A (the "Agreement") authorizing and setting conditions for the Economic Impact Analysis and the City Contribution; 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 amount of the City Contribution, payable from any legally available source of funds, is hereby appropriated for the uses and purposes set forth in the Agreement.

SECTION 3. Subject to the approval of the City's Corporation Counsel, the Commissioner of Transportation, or a designee thereof, on behalf of the City, is authorized to execute and deliver the Agreement in substantially the form attached hereto as Exhibit A, and such other documents as are necessary between the City and CMAP.

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

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

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



*Exhibit "A".*  
(To Ordinance)

*Intergovernmental Agreement With Chicago Metropolitan Agency For Planning And  
CDOT Enhanced Transportation Improvements Economic Impact Analysis.*

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the City of Chicago, by and through its Department of Transportation, herein called the GOVERNMENTAL BODY. The purpose of this agreement is to facilitate technical assistance to the City of Chicago Department of Transportation to develop an analysis of impacts of enhanced transportation improvement projects, which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT") with a technical assistance contribution in the amount of \$9,000.

**Required Signatures**

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Attachments thereto.

**For the GOVERNMENTAL BODY:**

Signature	Type or Print Name of Authorized Representative	Date

**For CMAP:**

Erin Aleman Executive Director	Attest Signature	Date

- 
- Part 1 Scope/Compensation/Term
  - Part 2 General Conditions
  - Part 3 Responsibilities
  - Part 4 Technical Assistance Contribution
  - Attachment 1 Project Charter
  - Attachment 2 Applicant Invoice Information

**Part 1: Scope/Compensation/Term**

1. **Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY agree as specified in Part 3.
2. **Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within sixty (60) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

CMAP email address for confirmation: [accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)

3. **Tax Identification Number.** CMAP certifies that:
  - a) The number shown on this form is a correct taxpayer identification, **and**
  - b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
  - c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

4. **Term of Agreement.** The term of this Agreement shall be eighteen (18) months from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.
5. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the GOVERNMENTAL BODY and be incorporated by written amendment, signed by the parties.

**Part 2: General Conditions**

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

1. **Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in

part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.

- a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. As reflected in the Preliminary Assumptions to the underlying Project Charter (attached hereto as Attachment 1), the GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
  - b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
  - c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
  - d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
  - e) For its convenience, CMAP reserves the right to extend the Term of this Agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed via an amendment signed by authorized representatives of both parties and, as necessary, approved by the appropriate representative body.
2. **Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
  3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation. GOVERNMENTAL BODY'S obligations hereunder with respect

to the Technical Assistance Program Contribution are subject in every respect to the availability of funds as described in and limited by this section. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the GOVERNMENTAL BODY for disbursements of the Technical Assistance Program Contribution then the GOVERNMENTAL BODY will notify CMAP in writing of that occurrence, and the GOVERNMENTAL BODY may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
  - a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
  - c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
    - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
    - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3)

years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

- 7. Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.

  - a) **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
  - b) **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
  - c) **Records.** CMAP shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
  - d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
- 8. Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
- 9. Method of Payment.** PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.
- 10. Suspension.** If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.
- 11. Termination.**

  - a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the

terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.

Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.

- b) **No Further Liability.** Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

**12. Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

**13. Equal Employment Opportunity.** The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**14. Small and Minority Business Enterprise.** In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

- 15. Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 16. Prohibited Interest.**
- a) No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
  - b) No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
  - c) The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.
- 17. Conflict of Interest.** In order to further their shared goals reflected in the Project Charter, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement to make best efforts not to undertake any activities which could conflict directly or indirectly with those CMAP and/or GOVERNMENTAL BODY interests reflected within this Agreement. The GOVERNMENTAL BODY and CMAP shall advise the other of any such conflict of interest as soon as practicable after becoming aware of a potential conflict of interest. CMAP and GOVERNMENTAL BODY shall jointly determine as to whether a conflict of interest exists and the manner in which to resolve such conflict of interest.
- 18. Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.
- 19. Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the



- purpose of this clause in all contracts for work under this Agreement.
- 20. Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts ("FOIA"), any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
  - 21. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
  - 22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
  - 23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.
  - 24. Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
  - 25. Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
  - 26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless



the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

27. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
28. **International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
29. **Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
30. **Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.

### **Part 3: Responsibilities**

The GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

1. **Project Charter.** The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the GOVERNMENTAL BODY.
2. **Scope of Work.** Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
  - b) All work performed by CMAP staff must be related to the scope of work.
- 3. Roles and Relationship.** CMAP and the GOVERNMENTAL BODY shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:
- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.
  - b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
  - c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
  - d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
  - e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
  - f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
  - g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.
- 4. Access to resources.** CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:
- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.
  - b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information, as available, necessary to successfully complete the PROJECT.
  - c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.
- 5. Demonstration of local support.** GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.
- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.

- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

**6. Project management and review.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

**Part 4. Technical Assistance Contribution**

The GOVERNMENTAL BODY will be responsible for a contribution in the amount of \$9,000 which will be deposited in the Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the GOVERNMENTAL BODY and the payment will be sent two weeks after the signature of the Agreement. The payment will be due 60 days after receipt of the invoice by the GOVERNMENTAL BODY. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

Attachments 1 and 2 referred to this Intergovernmental Agreement with Chicago Metropolitan Agency for Planning and CDOT Enhanced Transportation Improvements Economic Impact Analysis read as follows:

*Attachment 1.*  
 (To Intergovernmental Agreement With Chicago Metropolitan Agency For Planning And  
 CDOT Enhanced Transportation Improvements Economic Impact Analysis)

*Module 1: Project Charter.*

WORK PLAN NO.	PROJECT TITLE	DATE
2021.904	CDOT Enhanced Transportation Improvements Economic Impact Analysis	12/1/2022

**General Information**

<b>PROJECT TYPE</b>	Consultant project
<b>PRELIM. DURATION*</b>	13 months
<b>PRELIM. START DATE*</b>	2/15/2023
<b>PRELIM. END DATE*</b>	13 months from contract start

**1. Project Description**

Streets play a vital role in the livability, vitality, and character of the City of Chicago's neighborhoods and commercial areas. The City of Chicago (the "City") is committed to building Complete Streets to ensure that everyone – people walking, taking the CTA bus/train, biking, or driving – can travel safely and comfortably along and across City streets. Complete Streets give Chicagoans of all ages and abilities safer, cheaper, and healthier travel options. They support economic development and can incorporate environmental benefits and placemaking, which helps to create sustainable infrastructure and communities. The City's Department of Transportation (CDOT) seeks to create streets that support community identity, promote walkability, sustainability, safety, and connectivity for all users, while fostering vibrant neighborhoods and economically prosperous commercial corridors. Having a clear understanding of the economic impacts of enhanced transportation improvements projects will empower CDOT to make recommendations for future equitable investments that can help stimulate economic activity in the City's neighborhood commercial corridors. More broadly, understanding economic impacts of enhanced transportation improvement projects can inform decisions on land use and transportation regionwide.

The City's enhanced transportation improvement projects further community goals, including economic development. This project will explore indicators of economic development activity and will consist of two phases – 1) evaluation strategy development and 2) data collection and analysis. The findings of this project will help to inform future data collection and management and policy development.

**2. Preliminary Key Topics**

The project activities will include:

TOPIC	DESCRIPTION
Evaluation	Evaluation will seek to analyze the community conditions and economic activity of selected corridors and their surrounding areas. Broad transportation and demographic data will be collected and analyzed, in addition to specific indicators for economic development analysis. The evaluation strategy portion of the project will identify and define data to be collected and analyzed in developing indicators and evaluation metrics of economic activity.
Data Collection & Analysis	Data collection and analysis activities outlined in the approved evaluation strategy. Data and indicators will be applied as uniformly as possible across all selected corridors. The analysis summary report will summarize the approach used to determine the indicators of economic activity and provide key findings related to economic development specific to each selected corridor.

**3. Preliminary Assumptions**

**NO. ASSUMPTION**

- 1 CDOT will provide access to relevant staff who will need to be involved in the project and will ensure that they allocate sufficient time to the project.
- 2 CDOT will provide access to all relevant available internal data, reports, and other information necessary to successfully complete the project.
- 3 CDOT will coordinate with relevant City departments as needed and will be supportive and provide content and feedback as necessary throughout the planning process.
- 4 CDOT leadership commits to participate in the project and allocate sufficient time at meetings to ensure due consideration so the project is successful.  
After the study is completed, CMAP may remain involved to a limited extent to monitor and encourage progress on the implementation actions specified in the summary report. CMAP staff may assist with marketing, specific implementation tasks, meet periodically with CDOT, facilitate discussions with regional and state agencies that may have a major implementation role, and similar activities.
- 5

**4. Preliminary Constraints**

**NO. CONSTRAINTS**

- 1 Availability of all necessary data

**5. Preliminary Deliverables**

NO.	DELIVERABLE	DESCRIPTION
1	Evaluation Strategy	The consultant will develop a strategy to identify, define, collect, and analyze data that will serve as indicators of economic activity in corridors CDOT is or will be implementing enhanced transportation improvement projects. The strategy will identify the quantitative, qualitative, and spatial data to be used to determine indicators of economic activity and evaluation metrics across all selected corridors. The strategy will clearly define how data is incorporated into the identified indicators and evaluation metrics. The indicators and evaluation metrics identified shall be applied as uniformly as possible across all eleven (11) selected corridors. The strategy will also outline mechanisms necessary to keep the project on track and external project messaging organized and consistent. The strategy will include how evaluation metrics can be applied from an economic development perspective. CMAP and CDOT must approve the evaluation strategy before moving to the next phase of the project.
2	Summary Report	The consultant will gather the data points outlined in the approved evaluation strategy and analyze that data to calculate the specific indicators needed for each corridor. The analysis will summarize the approach used to determine the indicators of economic activity and provide key findings related to economic development specific to each selected corridor and for the City as a whole. The summary will also document a process workflow for data collection and analysis to consistently study impacts in the future. The final report will include all relevant charts, maps, and appendices and will be provided in digital and print format.

**6. Preliminary ON TO 2050 Implementation**

CHAPTER	GOAL	RECOMMENDATION	PROJECT IMPLEMENTATION
---------	------	----------------	------------------------

Mobility	A system that works better for everyone	Leverage the transportation network to promote inclusive growth	Environmental justice principles shall be applied, and steps shall be taken to provide the public, including members of minority populations and low-income populations, access to public information and to develop a feasible shared vision for the plan. The engagement process will create a foundation and a framework for future outreach to avoid disproportionately high and adverse effects in future transportation and other programs, policies, and activities. (C5-G13-R29-A480)
Community	Reinvestment for vibrant communities	Support development of compact, walkable communities	Include recommendations and guidance on how to consider transit service, pedestrian and bicycle networks, and density in decisions about land use, transportation, and other infrastructure to promote transit-supportive land uses. (C1-G2-R6-A43)
Community	Development that supports local and regional economic strength	Incorporate market and fiscal feasibility into planning and development process	Include recommendations and guidance on how to consider market and fiscal feasibility, regional and subregional markets, and distribution networks in decisions about incentives, land use, transportation, and other infrastructure recommendations. (C1-G3-R10-A81)
Governance	Data driven and transparent investment decisions	Base investment decisions on data and performance	Program infrastructure funding based on performance, rather than by formula. (C4-G2-R14-A27)

**7. Preliminary Funding**

	<p>Studies relating to management, planning, operations, capital requirements, economic feasibility, performance-based planning, safety, and transit asset management [FTA C 8100.1D (2)(b)(1)];</p> <p>Work elements and related activities for planning for multimodal transportation access to transit facilities. This includes planning for improved pedestrian and bicycle access, including transit supportive land use plans [FTA C 8100.1D (2)(b)(5)];</p> <p>Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency [USC Title 23 Section 134(3)(h)(A)];</p> <p>Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight [USC Title 23 Section 134(3)(h)(F)];</p> <p>Environmental justice principles apply to planning and programming activities, and early planning activities are a critical means to avoid disproportionately high and adverse effects in future programs, policies, and activities. IDOT Order 5610.2(a)(5)(1)</p> <p>Steps shall be taken to provide the public, including members of minority populations and low-income populations, access to public information concerning the human health or environmental impacts of programs, policies, and activities, including information that will address the concerns of minority and low-income populations regarding the health and environmental impacts of the proposed action. IDOT Order 5610.2(a)(5)(2)</p>
<b>Other funding opportunities</b>	N/A

**8. Technical Assistance Contribution**

<b>AMOUNT</b>	\$9,000	<b>DUE DATE</b>	60 days after receipt of invoice
---------------	---------	-----------------	----------------------------------

*Attachment 2.*

(To Intergovernmental Agreement With Chicago Metropolitan Agency For Planning And  
CDOT Enhanced Transportation Improvements Economic Impact Analysis)

*Applicant Invoice Information.*

WORK PLAN NO.	PROJECT TITLE	DATE
2021.904	City of Chicago Enhanced Transportation Improvements Economic Impact Analysis	12/1/2022

**Contact Information**

**NAME** Vanessa Irizarry  
**TITLE** Coordinating Planner, City of Chicago Department of Transportation  
**ADDRESS** 2 N. LaSalle Street, Suite 950 Chicago, IL 60602-2570  
**PHONE** (312) 742-0318  
**EMAIL** Vanessa.Irizarry@cityofchicago.org



## APPROVAL OF PLAT OF BRONZEVILLE BY THE LAKE RESUBDIVISION.

[O2024-0007700]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0007700) transmitted herewith for a proposed Bronzeville by the Lake Resubdivision, being a subdivision bounded approximately by East Pershing Road, East Oakwood Avenue, South Vincennes Avenue and South Dr. Martin Luther King, Jr. Drive. This property is located in the 3<sup>rd</sup> Ward. This ordinance was referred to the committee on February 15, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:



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

SECTION 1. The Commissioner of the Chicago Department of Transportation, or his designee, is each hereby authorized and directed to approve a proposed Bronzeville by the Lake Resubdivision, being a subdivision of certain lots owned by 516 East Oakwood LLC, an Illinois limited liability company ("Developer"), in the block bounded by East Pershing Road, East Oakwood Boulevard, South Vincennes Avenue and South Dr. Martin Luther King, Jr. Drive, and legally described in the attached plat (Exhibit A, CDOT File: 03-03-23-4047) which, for greater certainty, is hereby made a part of this ordinance.

SECTION 2. The resubdivision herein provided for is made under the express condition that the Developer, and its successors and assigns, shall hold harmless, indemnify, and defend the City of Chicago from all claims related to the resubdivision.

SECTION 3. The resubdivision herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, Developer shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a certified copy of this ordinance, together with the associated full-sized plat as approved by the Superintendent of Maps and Plats.

SECTION 4. This ordinance shall take effect and be in force from and after its passage and publication. The subdivision shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Introduced By:

Signed Pat Dowell  
Aldersperson, 3<sup>rd</sup> Ward

CDOT File Number:

03-03-23-4047.

[Exhibit "A" referred to in this ordinance printed on page 10375 of this *Journal*.]



VACATION TO PROPOSED RELEASE OF COMED AND ILLINOIS BELL EASEMENTS FOR GRIT OF 1957, 1959 AND 2022 UTILITY EASEMENTS RESERVED FOR COMED AND ILLINOIS BELL ON PREVIOUSLY VACATED RIGHTS-OF-WAY CONTAINED WITHIN BOUNDARIES OF FORMER MICHAEL REESE HOSPITAL SITE IN AREA BOUNDED BY E. 26<sup>TH</sup> ST., E. 31<sup>ST</sup> ST., S. LAKE PARK AVE. AND S. DR. MARTIN LUTHER KING, JR. DRIVE.

[SO2024-0007732]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance (SO2024-0007732) transmitted herewith for a proposed vacation to proposed release of ComEd and Illinois Bell easements for grit of 1957, 1959 and 2022 utility easements reserved for ComEd and Illinois Bell on previously vacated rights-of-way contained within boundaries of former Michael Reese Hospital site in the area bounded by East 26<sup>th</sup> Street, East 31<sup>st</sup> Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive. This property is located in the 4<sup>th</sup> Ward. This substitute ordinance was referred to the committee on February 15, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago (the "City") is a home rule unit of government 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 Council of the City (the "City Council") previously authorized the recording of certain documents recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Documents 2207416019, 17511644, 18373313 and 17065468 ("Recorded Vacation Ordinances"), said documents authorizing the vacation of certain streets and alleys in the area bounded by East 26<sup>th</sup> Street, South Lake Park Avenue, East 31<sup>st</sup> Street and South Dr. Martin Luther King, Jr. Drive ("Subject Property") for the benefit of Michael Reese Hospital; and

WHEREAS, The Recorded Vacation Ordinances provided that the vacations contained within the boundaries of the Subject Property were conditioned upon certain easement reservations for various utility service providers, including Commonwealth Edison Company ("ComEd") and Illinois Bell Telephone Company LLC ("Illinois Bell") (such easements reserved for ComEd and Illinois Bell, the "Utility Easements"); and

WHEREAS, The City Council has long sought to encourage the revitalization of the Subject Property with commercial redevelopment; and

WHEREAS, The City currently owns the Subject Property; and

WHEREAS, In order to facilitate the redevelopment of the Subject Property, the City's Department of Planning and Development recommends that the City Council authorize the full releases of those certain Utility Easements to benefit the ComEd, as depicted in the attached Exhibit A; and the partial releases of Utility Easements to benefit ComEd and Illinois Bell, as depicted and legally described in Exhibit B, and Exhibit C, respectively; and

WHEREAS, The City Council, upon due investigation and consideration, has determined that the public interest now warrants certain full release of the Utility Easements, as depicted in the attached Exhibit A, and the partial releases of those certain Utility Easements as depicted and legally described in Exhibit B and Exhibit C; now, therefore,

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

SECTION 1. The above recitals are incorporated here.

SECTION 2. The full release of the Utility Easements depicted in the attached Exhibit A is hereby approved. The release of only those portions of the Utility Easements depicted and legally described in the attached Exhibit B and Exhibit C are hereby approved.

SECTION 3. The Commissioner of the City's Department of Transportation (the "Commissioner"), or the Commissioner's designee, is each hereby authorized to execute,

subject to the approval of the Corporation Counsel, a Full Release of Utility Easements ("Full Release"), in substantially the form attached in Exhibit D, and Partial Releases of Utility Easements ("Partial Releases"), each in substantially the form attached in Exhibit E and Exhibit F, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Full Release and the Partial Releases, with such changes, deletions and insertions as shall be approved by the persons executing the Full Release or the Partial Releases, as applicable. The Full Release in Exhibit D and Partial Release in Exhibit E are subject to ComEd's execution of such documents. The Partial Release in Exhibit F is subject to Illinois Bell's, or its successor's or assign's, execution of such document.

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. The Full Release and Partial Releases herein provided for are further made upon the express condition that within one hundred eighty (180) days after the passage and approval of this ordinance, the City, by and through its Department of Planning and Development, or its assignee, shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plats as authorized by the Superintendent of Maps and Plats, and the Full Release and Partial Release documents as approved by the Corporation Counsel.

SECTION 6. This ordinance shall take effect upon its passage and approval.

Release of Utility Easements  
Approved:

Signed Thomas Carney  
Acting Commissioner,  
Department of Transportation

Introduced By:

Signed Lamont Robinson  
Aldersperson, 4<sup>th</sup> Ward

CDOT File:

27-04-23-4053

[Exhibits "A", "B" and "C" referred to in this ordinance printed  
on pages 10388 through 10394 of this *Journal*.]

Exhibits "D", "E" and "F" referred to in this ordinance read as follows:

*Exhibit "D".  
(To Ordinance)*

*Full Release Of Utility Easements.*

*(Commonwealth Edison)*

City of Chicago, an Illinois municipal corporation ("City"), pursuant to vacation ordinances recorded September 27, 1948, and March 15, 2022 as Documents 14640815, and 2207416019/2207416021 respectively ("Vacation Ordinances") (such ordinances identified in (Sub)Exhibit D.1 hereto attached), with the Office of the Recorder of Deeds of Cook County, Illinois, provided for the reservation of utility easements (the "Utility Easements") for then-existing facilities owned by Commonwealth Edison Company ("ComEd") in the vacated public way in the blocks bounded approximately by East 26<sup>th</sup> Street, East 31<sup>st</sup> Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive ("Subject Property").

The City, upon due investigation and consideration, has determined that the public interest now warrants the full release of those certain Utility Easements for the benefit of ComEd as originally reserved in the Vacation Ordinances and depicted in (Sub)Exhibit D.1 attached hereto, subject to ComEd releasing such Utility Easements.

The City and ComEd disclaim, release and quit claim all right, title and interest they may have in and to the Utility Easements as originally reserved in the Vacation Ordinances.

All other reservations and covenants, if any, not subject to this release shall continue to encumber the Subject Property.

In Witness Whereof, The City of Chicago and The Commonwealth Edison Company have caused this release to be executed on or as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Chicago,  
an Illinois municipal corporation

Signed Thomas Carney  
Acting Commissioner,  
Department of Transportation

Approved as to Form and Legality:

\_\_\_\_\_  
Department of Law

Commonwealth Edison Company,  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 Thomas Carney, 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 as Acting Commissioner of the City of Chicago, Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 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 s/he signed, sealed and delivered as the \_\_\_\_\_ of Commonwealth Edison Company, the said instrument as her/his free and voluntary act, and as the free and voluntary act of Commonwealth Edison Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

[(Sub)Exhibit "D.1" referred to in this Full Release of Utility Easements (Commonwealth Edison) constitutes Exhibit "A" to ordinance printed on pages 10388 through 10390 of this *Journal*.]

*Exhibit "E".*  
(To Ordinance)

*Partial Release Of Utility Easements.*

(Commonwealth Edison)

City of Chicago, an Illinois municipal corporation ("City"), pursuant to a vacation ordinance recorded April 17, 1959 and April 5, 1957 as Documents 17511644 and 16869168 respectively ("Vacation Ordinances"), with the Office of the Recorder of Deeds of Cook County, Illinois, provided for the reservation of easements (the "Utility Easements") for the then-existing facilities owned by Commonwealth Edison Company ("ComEd") in the vacated public way in the blocks bounded approximately by East 26<sup>th</sup> Street, East 31<sup>st</sup> Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive ("Subject Property").

The City, upon due investigation and consideration, has determined that the public interest now warrants the release of certain portions of the Utility Easements, which portions are legally described and depicted in (a) the Plat of Partial Release of ComEd and Illinois Bell Easement Per Document 17511644 in (Sub)Exhibit E.I attached hereto and (b) the Plat of Partial Release of ComEd and Illinois Bell Easement Per Document 16869168 in (Sub)Exhibit E.II attached hereto, each subject to ComEd releasing those same portions of the Utility Easements.

The City and ComEd hereby disclaim, release and quit claim all right, title and interest they may have in and to the certain portions of the Utility Easements legally described in (Sub)Exhibit E.I and (Sub)Exhibit E.II.

All other reservations and covenants, if any, not subject to this release shall continue to encumber the Subject Property.

In Witness Whereof, The City of Chicago and The Commonwealth Edison Company have caused this release to be executed on or as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Chicago,  
an Illinois municipal corporation

By: \_\_\_\_\_  
Thomas Carney  
Acting Commissioner,  
Department of Transportation



Approved as to Form and Legality:

\_\_\_\_\_  
Department of Law

Commonwealth Edison Company,  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 Thomas Carney, 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 as Acting Commissioner of the City of Chicago, Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 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 s/he signed, sealed and delivered as the \_\_\_\_\_ of Commonwealth Edison Company, the said instrument as her/his free and voluntary act, and as the free and voluntary act of Commonwealth Edison Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

(Sub)Exhibits "E.I" and "E.II" referred to in this Partial Release of Utility Easements (Commonwealth Edison) read as follows:

*(Sub)Exhibit "E.I".*

(To Partial Release Of Utility Easements (Commonwealth Edison))

*Legal Description And Plat Of Utility Easements  
To Be Released Per Document No. 17511644.*

Part of vacated 12-foot wide northwesterly/southeasterly public alley, part of vacated East 27<sup>th</sup> Street, part of vacated South Iglehart Place, part of vacated East 28<sup>th</sup> Street and part of vacated 14-foot wide northwesterly/southeasterly public alley located in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, said part described as follows: beginning at the intersection of the south line of vacated East 28<sup>th</sup> Street and the easterly line of vacated South Cottage Grove Avenue; thence north 24 degrees, 44 minutes, 51 seconds west along said easterly line, 32.66 feet to the north line of said vacated East 28<sup>th</sup> Street; thence north 88 degrees, 32 minutes, 32 seconds east along said north line, 130.66 feet to the west line of said vacated 14-foot wide northwesterly/southeasterly public alley; thence north 24 degrees, 44 minutes, 51 seconds west along said west line and the west line of vacated South Iglehart Place, 492.71 feet to a point on the north line of vacated East 27<sup>th</sup> Street; thence north 88 degrees, 32 minutes, 32 seconds east, along said north line, 202.26 feet to the west line of said vacated 12-foot wide northwesterly/southeasterly public alley; thence north 24 degrees, 44 minutes, 51 seconds west along said west line, 363.42 feet to the north line of Lot 2 in subdivision of Lot 2 of Assessor's Division according to the plat thereof recorded September 12, 1881 as Document Number 347390; thence north 88 degrees, 28 minutes, 47 seconds east along the north line of said Lot 2 and the north line of Lot 2 in Chicago Land Clearance Commission Number 2 according to the plat thereof April 17, 1959 as Document Number 17511645, a distance of 13.06 feet to the east line of said vacated 12-foot wide northwesterly/southeasterly public alley; thence south 24 degrees, 44 minutes, 51 seconds

east along said east line, 406.04 feet to the south line of vacated East 27<sup>th</sup> Street; thence south 88 degrees, 32 minutes, 32 seconds west along said south line, 189.19 feet to the southwesterly line of the northeasterly 24 feet of vacated west line of South Iglehart Place; thence south 24 degrees, 44 minutes, 51 seconds east along said southwesterly line, 321.35 feet to the north line of a vacated 12-foot wide east/west public alley; thence south 88 degrees, 32 minutes, 32 seconds west along said north line, 10.89 feet to the east line of a vacated 14-foot wide northwesterly/southeasterly public alley; thence south 24 degrees, 44 minutes, 51 seconds east along said east line, 161.42 feet to a point on the south line of vacated East 28<sup>th</sup> Street; thence south 88 degrees, 32 minutes, 32 seconds west along said south line, 143.87 feet to the point of beginning, in Cook County, Illinois, containing 26,649 square feet or 0.612 acre, more or less.

[Plat attached to this Legal Description constitutes Exhibit "B" to ordinance printed on pages 10391 and 10392 of this *Journal*.]

*(Sub)Exhibit "E.II".*

(To Partial Release Of Utility Easements (Commonwealth Edison))

*Legal Description And Plat Of Utility Easements  
To Be Released Per Document No. 16869168.*

(Parcel 1) part of vacated 18-foot wide northwesterly/southeasterly public alley located in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, said part described as follows: commencing at the southeast corner of Lot 11 of Chicago Land Clearance Commission Number 2 according to the plat thereof recorded April 17, 1959 as Document Number 17511645; thence south 88 degrees, 19 minutes, 21 seconds west along the south line of said Lot 11 and the north line of above Parcel 1, a distance of 210.90 feet to the point of beginning; thence continuing south 88 degrees, 19 minutes, 21 seconds west along said last described line, 18.25 feet to the west line of vacated 18-foot wide northwesterly/southeasterly public alley; thence north 11 degrees, 07 minutes, 50 seconds west along said west line, 536.31 feet to a point on the north line of above Parcel 2; thence north 88 degrees, 35 minutes, 19 seconds east along said north line, 18.26 feet to the east line of said vacated 18-foot wide northwesterly/southeasterly public alley; thence south 11 degrees, 07 minutes, 50 seconds east along said east line, 536.22 feet to the point of beginning, in Cook County, Illinois, containing 9,653 square feet or 0.222 acre, more or less, together with (Parcel 2) part of vacated 16-foot wide east/west public alley and part of vacated 18-foot wide public alley located in the southeast fractional quarter of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, said part described as follows: commencing at the southwest corner of Lot 13 of Chicago Land Clearance Commission Number 2 according to the plat thereof recorded April 17, 1959 as Document Number 17511645; thence south 89 degrees, 48 minutes, 12 seconds east along the south line of said Lot 13, a distance of 71.69 feet to the west line of said vacated 18-foot wide public alley, said point also being

the point of beginning; thence north 00 degrees, 46 minutes, 24 seconds west along said west line, 160.95 feet to the south line of said vacated 16-foot wide east/west public alley; thence south 88 degrees, 21 minutes, 49 seconds west along said south line, 73.95 feet to the west line of said Lot 13; thence north 01 degree, 35 minutes, 36 seconds west along said west line, 16.00 feet to the north line of said vacated 16-foot wide east/west public alley; thence north 88 degrees, 21 minutes, 49 seconds east along said north line, 74.18 feet to the west line of said vacated 18-foot wide public alley; thence north 00 degrees, 46 minutes, 24 seconds west along said west line, 186.68 feet to the north line of said Lot 13; thence north 88 degrees, 19 minutes, 21 seconds east along said north line, 18.00 feet to the east line of said vacated 18-foot wide public alley; thence south 00 degrees, 46 minutes, 24 seconds east along said east line, 364.22 feet to the south line of said Lot 13; thence north 89 degrees, 48 minutes, 12 seconds west along said south line, 18.00 feet to the point of beginning, in Cook County, Illinois, containing 7,736 square feet or 0.178 acre, more or less, with the total area in all said above described parcels being 17,389 square feet or 0.400 acre, more or less.

[Plat attached to this Legal Description constitutes Exhibit "B" to ordinance printed on pages 10391 and 10392 of this *Journal*.]

*Exhibit "F".*  
(To Ordinance)

*Partial Release Of Utility Easements.*

(Illinois Bell Or Its Successor)

City of Chicago, an Illinois municipal corporation ("City"), pursuant to a vacation ordinance recorded April 17, 1959 as Document 17511644 ("Vacation Ordinance"), with the Office of the Recorder of Deeds of Cook County, Illinois, provided for a reservation of easement (the "Utility Easements") for the then-existing facilities owned by Illinois Bell Telephone Company LLC or its successor or assign ("Illinois Bell") in the vacated public way in the blocks bounded approximately by East 26<sup>th</sup> Street, East 31<sup>st</sup> Street, South Lake Park Avenue and South Dr. Martin Luther King, Jr. Drive ("Subject Property").

The City, upon due investigation and consideration, has determine that the public interest now warrants the release of certain portions of the Utility Easements, which portions are legally described and depicted in (a) the Plat of Partial Release of ComEd and Illinois Bell Easement Per Document 17511644 in (Sub)Exhibit F.I attached hereto and (b) the Plat of Partial Release of ComEd and Illinois Bell Easement Per Document 16869168 in (Sub)Exhibit F.II attached hereto, each subject to ComEd releasing those same portions of the Utility Easements.

The City and Illinois Bell hereby disclaim, release and quit claim all right, title and interest they may have in and to the certain portions of the Utility Easements legally described in (Sub)Exhibit F.I and (Sub)Exhibit F.II.

All other reservations and covenants, if any, not subject to this release shall continue to encumber the Subject Property.

In Witness Whereof, The City of Chicago and The Illinois Bell have caused this release to be executed on or as of the \_\_\_\_ day of \_\_\_\_\_, 2024.

City of Chicago,  
an Illinois municipal corporation

By: Thomas Carney  
Acting Commissioner,  
Department of Transportation

Approved as to Form and Legality:

\_\_\_\_\_  
Department of Law

Illinois Bell,  
an Illinois corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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 Thomas Carney, 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 as Acting Commissioner of the City of Chicago, Department of Transportation, the said instrument as his free and voluntary act, and as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 \_\_\_\_\_, 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 s/he signed, sealed and delivered as the \_\_\_\_\_ of Illinois Bell.

\_\_\_\_\_, the said instrument as her/his free and voluntary act, and as the free and voluntary act of, for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

[(Sub)Exhibit "F.I" referred to in this Partial Release of Utility Easements (Illinois Bell or its Successor) constitutes (Sub)Exhibit "E.I" to Partial Release of Utility Easements (Commonwealth Edison) printed on pages 10383 and 10384 of this *Journal*.]

[(Sub)Exhibit "F.II" referred to in this Partial Release of Utility Easements (Illinois Bell or its Successor) constitutes (Sub)Exhibit "E.II" to this Partial Release of Utility Easements (Commonwealth Edison) printed on pages 10384 and 10385 of this *Journal*.]



Exhibit "A".  
(To Ordinance)  
(Page 2 of 3)

Release Of ComEd Easement As Reserved In Documents 2207416019 And 2207416021.

**EXHIBIT "A"**

**RELEASE OF COM-ED EASEMENT AS RESERVED  
IN DOCS. 2207416019 & 2207416021**

THAT PART WITHIN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 27, TOWNSHIP 39  
NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

**LEGEND**

RIGHT OF WAY VACATED MAR. 15, 2022 BY DOCS. 2207416019 & 2207416021  
EASEMENT RESERVED FOR: COM-ED

I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF COMMONWEALTH EDISION COMPANY, HEREBY RELEASE AND ABROGATE ALL RIGHTS OF EASEMENT WITHIN PARCELS 1-9 AS VACATED IN DOCUMENTS 2207416019 & 2207416021 RECORDED MARCH 15, 2022, BEING HEREBY VACATED.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

COMMONWEALTH EDISION COMPANY

BY: \_\_\_\_\_  
(SIGNATURE)

NAME: \_\_\_\_\_  
(PLEASE PRINT)

TITLE: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

PAGE 2 OF 3

**CONSULTING ENGINEERS  
SITE DEVELOPMENT ENGINEERS  
LAND SURVEYORS**

9375 W. Higgins Road, Suite 700  
Rosemead, Illinois 60018  
Phone: (630) 918-0200 Fax: (630) 918-0643

CDOT#27-04-23-4053

*Ref*  
JAN 14, 2024



Exhibit "A".  
(To Ordinance)  
(Page 3 of 3)

Release Of ComEd Easement As Reserved In Document 14640815.

**EXHIBIT "A"**  
**RELEASE OF COM-ED EASEMENT AS RESERVED IN DOC. 14640815**

THAT PART WITHIN THE SOUTHEAST FRACTIONAL QUARTER OF SECTION 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

**LEGEND**

RIGHT OF WAY VACATED SEP. 27, 1948 AS DOC. 14640815 EASEMENT RESERVED FOR: COM-ED

I, THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF COMMONWEALTH EDISON COMPANY, HEREBY RELEASE AND ABROGATE ALL RIGHTS OF EASEMENT IN DOCUMENT 14640815 RECORDED SEPTEMBER 27, 1949, BEING HEREBY VACATED.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

COMMONWEALTH EDISON COMPANY

BY: \_\_\_\_\_  
(SIGNATURE)

NAME: \_\_\_\_\_  
(PLEASE PRINT)

TITLE: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS )  
COUNTY OF \_\_\_\_\_ ) SS

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT

WHO IS PERSONALLY KNOWN TO ME TO BE THE SAME WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE/SHE/THEY DID SIGN AND DELIVER THIS INSTRUMENT AS A FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTORIAL SEAL

THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
NOTARY PUBLIC

PAGE 3 OF 3

**CONSULTING ENGINEERS**  
**SITE DEVELOPMENT ENGINEERS**  
**LAND SURVEYORS**

4575 W. Higgins Road, Suite 700  
Skokie, Illinois 60077  
Phone: (847) 678-4032 Fax: (847) 678-4053

CDOT#27-04-23-4053

Ref  
MAY 27, 2024









## ACQUISITION OF PUBLIC RIGHT-OF-WAY FOR ARCHER AVENUE AND BELT RAILWAY COMPANY OF CHICAGO GRADE SEPARATION PROJECT.

[O2024-0007313]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0007313) transmitted herewith to authorize a right-of-way acquisition for the Archer Avenue and Belt Railway Company of Chicago grade separation project. This ordinance was referred to the committee on January 24, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, Pursuant to an unidentified ordinance (the "Original Ordinance") passed by the City Council of the City (the "City Council") on an unknown date, the City authorized the Belt Railway Company of Chicago ("Belt Railway") to cross South Archer Avenue with its railroad line at a grade crossing near South Kolmar Avenue, in the City of Chicago ("Crossing"); and

WHEREAS, Beginning with a Joint Statement of Understandings ("JSOU") in 2003, the Chicago Regional Environmental and Transportation Efficiency program ("CREATE Program") has resulted in joint and coordinated projects by and among the Class 1 freight railroads (including CSX), Amtrak, Metra, the Illinois Department of Transportation ("IDOT"), Cook County and the Chicago Department of Transportation ("CDOT") to restructure, modernize and expand the freight and passenger rail facilities and public highway systems and reduce environmental and social impacts of rail operations in the Chicago metropolitan area; and

WHEREAS, Pursuant to the CREATE Program, IDOT, CDOT, and the Belt Railway have agreed upon a plan to remove the grade crossing and construct and install grade separation facilities at the Crossing in order to improve traffic safety, reduce railroad and traffic delays, and address other negative impacts at the Crossing ("Project"); and

WHEREAS, The Belt Railway has agreed to maintain the bridge and other railroad improvements that are components of the Project in accordance with a construction and maintenance agreement between Belt Railway and the City; and

WHEREAS, Pursuant Section 2-102-030 of the Municipal Code of the City, the Commissioner of CDOT ("Commissioner") has the authority to manage the preparation, planning, development and monitoring of transportation system projects within the City, including the acquisition of rights-of-way for such projects; and

WHEREAS, The City has determined that it is useful, desirable, and necessary that the City acquire for the Project those parcels of real property as listed on the attached Exhibit A or portions thereof (the "Acquisition Parcels"); and

WHEREAS, The General Assembly in 735 ILCS 30/25-7-103.12, has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas by removing commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and



WHEREAS, The City Council has adopted the Midway Industrial Corridor TIF Redevelopment Project Area, dated February 16, 2000 ("Plan"), thereby finding that statutory criteria for blighted area eligibility were met in the area of the Crossing; and

WHEREAS, The City Council hereby finds that the Project will further and assist in the eradication and elimination of commercial blight or conservation areas containing buildings and structures that are detrimental to the health, safety and welfare of the occupants and the welfare of the urban community, consistent with Division 74.2 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City Council hereby finds that the Project will further and assist in the creation, development, improvement, maintenance, and redevelopment of business districts and involves further creation of new and lasting infrastructure consistent with Division 74.3 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City under its home rule power finds that it useful and necessary to use quick-take to acquire the Acquisition Parcels for these same purposes; and

WHEREAS, Pursuant to Resolution Number 23-CDC-48 adopted on December 12, 2023, the Community Development Commission recommended that CDOT acquire the designated Acquisition Parcels listed on Exhibit A in furtherance of the Plan without further Commission action; 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 Original Ordinance is hereby amended to permit the construction, maintenance and use of the Project in accordance with the terms and conditions of this ordinance, and the Belt Railway's occupation of the public ways at such location is hereby conditioned upon its cooperation and participation in the construction of the Project as provided in the CREATE Program, and its acceptance of ownership and maintenance of appropriate sections of such grade separation structure, pursuant to an agreement detailing the same, which agreement shall be subject to the approval of the Corporation Counsel ("Construction and Maintenance Agreement").

SECTION 3. It is hereby determined and declared that it is useful, desirable, and necessary that the City acquire the Acquisition Parcels for public purposes, including implementing the objectives of the Project and fulfilling the objectives of the Plan.

SECTION 4. The schedule for the Project, including the acquisition of the Acquisition Parcels or portions thereof, as set forth in Exhibit B, which is attached and incorporated, is hereby adopted by the City Council.



SECTION 5. The Corporation Counsel is authorized to negotiate with the owners of any interest in the parcels for the purchase of the Acquisition Parcels or portions thereof. If the Corporation Counsel and any owner are able to agree on the terms of the purchase, including the price or interests therein, the Corporation Counsel is authorized to purchase the Acquisition Parcels or portions thereof or interests therein on behalf of the City for the agreed price with such purchase price to be paid out of legally available funds of the City, including, without limitation, the proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with any owner of an Acquisition Parcel or portions thereof or interests therein on the terms of the purchase, or if an owner is unwilling or unable to enter into such a transaction with the City, or if an owner cannot be located, then the Corporation Counsel is authorized to institute and prosecute eminent domain proceedings, including a motion for immediate vesting of title, on behalf of the City for the purpose of acquiring the Acquisition Parcel or portion thereof or interest therein in accordance with the schedule for the Project referenced above. Such acquisition efforts shall commence with the delivery of an offer letter to the owner(s) of such Acquisition Parcel within four (4) years of the date of the publication of this ordinance.

SECTION 6. The Commissioner of CDOT is authorized to: (1) execute such documents as may be necessary to implement the provisions of this ordinance, including the Construction and Maintenance Agreement and other agreements with the Belt Railway, and any agreement with any property owner or other railroad impacted by the Project, and any such agreements may provide for City's indemnification of another party; (2) amend, modify, or change the schedule for the Project including the acquisition of the Acquisition Parcels, adopted above; and (3) determine, from time to time, whether the acquisition of the each of the Acquisition Parcels, or a portion thereof, or less than fee simple title remains necessary or appropriate to implement the Project, all subject to the approval of the Corporation Counsel.

SECTION 7. 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 8. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 9. This ordinance shall be effective upon its passage and approval.

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

*Exhibit "A".**Acquisition Parcels.*

(Subject To Final Survey And Title Commitment)

Parcel No.	Permanent Index No.	Property Address	Vacant Or Improved
1	19-10-313-016	5285 South Archer Avenue	Improved
2	19-10-303-001	5282 South Knox Avenue	Improved
3	19-10-313-014	5275 South Archer Avenue	Improved
	19-10-313-017		Improved
4	19-10-501-001	4560 West 53 <sup>rd</sup> Street	Improved
	19-10-502-002	5338 South Kilbourn Avenue	Improved
5	19-10-303-002	5248 South Archer Avenue	Improved
	19-10-303-003	5244 South Archer Avenue	Improved
6	19-10-313-002	5259 South Archer Avenue	Improved

*Exhibit "B".**Schedule For Project.*

1. Acquire all property interests for the Project, including fee simple interests, permanent easements and temporary easements, in those portions of the Acquisition Parcels designated on the plats on or before May 31, 2024.
2. Advertise for bids of the Project on or before September 30, 2024.
3. Commence bridge and highway construction for the Project on or before March 30, 2025.

ACQUISITION OF TEMPORARY EASEMENTS NEEDED FOR CHICAGO HALSTED IMPROVEMENT PROJECT.

[O2024-0007316]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0007316) transmitted herewith to authorize the acquisition of temporary easements needed for the Chicago Halsted Improvement Project. This ordinance was referred to the committee on January 24, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City's Department of Transportation ("CDOT") has a project for the reconstruction of West Chicago Avenue, from North Green Street to North Larrabee Street and North Halsted Street, from West Ancona Street to North Branch of the Chicago River ("Project"); and

WHEREAS, Pursuant Section 2-102-030 of the Municipal Code of the City, the Commissioner of CDOT ("Commissioner") has the authority to manage the preparation, planning, development, and monitoring of transportation system projects within the City, including the acquisition of rights-of-way for such projects; and

WHEREAS, The City has determined that it is useful, desirable, and necessary that the City acquire for the Project temporary easements in those parcels of real property as listed on the attached Exhibit A or portions thereof (the "Acquisition Parcels"); and

WHEREAS, The General Assembly in 735 ILCS 30/25-7-103.12, has authorized the use of quick-take eminent domain proceedings by municipalities for the purposes set forth in Division 74.2 and 74.3 of Article 2 of the Illinois Municipal Code, said purposes being the redevelopment of commercial or business areas by removing commercial blight for redevelopment purposes, and for the same purposes when established pursuant to home rule powers; and

WHEREAS, The City Council has adopted the River West Tax Increment Financing Redevelopment Plan and Project, dated September 20, 2000 ("River West Plan"), thereby finding that statutory criteria for conservation area eligibility were met in the area of the Project; and

WHEREAS, The City Council has adopted the Chicago/Kingsbury Tax Increment Financing Redevelopment Plan and Project, dated January 11, 2000 ("Chicago/Kingsbury Plan"), thereby finding that statutory criteria for blighted area eligibility were met in the area of the crossing; and

WHEREAS, The City Council hereby finds that the Project will further and assist in the eradication and elimination of commercial blight or conservation areas containing buildings and structures that are detrimental to the health, safety and welfare of the occupants and the welfare of the urban community, consistent with Division 74.2 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City Council hereby finds that the Project will further and assist in the creation, development, improvement, maintenance, and redevelopment of business districts and involves further creation of new and lasting infrastructure consistent with Division 74.3 of Article 11 of the Illinois Municipal Code; and

WHEREAS, The City under its home rule power finds that it useful and necessary to use quick-take to acquire the Acquisition Parcels for these same purposes; 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. It is hereby determined and declared that it is useful, desirable, and necessary that the City acquire temporary easements in the Acquisition Parcels for public purposes, including implementing the objectives of the Project.

SECTION 3. The schedule for the Project, including the acquisition of the Acquisition Parcels or portions thereof, as set forth in Exhibit B which is attached and incorporated, is hereby adopted by the City Council.

SECTION 4. The Corporation Counsel is authorized to negotiate with the owners of any interest in the Acquisition Parcels for the purchase of the temporary easements therein. If the Corporation Counsel and any owner are able to agree on the terms of the purchase, including the price, duration of temporary easement or other terms therein, the Corporation Counsel is authorized to purchase the desired interest in the Acquisition Parcels or portions thereof or interests therein on behalf of the City for the agreed price with such purchase price to be paid out of legally available funds of the City, including, without limitation, the proceeds of any grants or other funds received by the City. If the Corporation Counsel is unable to agree with any owner of an Acquisition Parcel on the price, duration of temporary easement, portions of Acquisition Parcels affected, or any of the terms of the purchase, or if an owner is unwilling or unable to enter into such a transaction with the City, or if an owner cannot be located, then the Corporation Counsel is authorized to institute and prosecute eminent domain proceedings, including a motion for immediate vesting of title, on behalf of the City for the purpose of acquiring the temporary easement in the Acquisition Parcel or portion thereof in accordance with the schedule for the Project referenced above.

SECTION 5. The Commissioner of CDOT is authorized to: (1) execute such documents as may be necessary to implement the provisions of this ordinance, including agreements with any property owner or railroad impacted by the Project, and any such agreements may provide for City's indemnification of any such party; and (2) amend, modify, or change the schedule for the Project including the acquisition of temporary easements in the Acquisition Parcels, adopted above, all subject to the approval of the Corporation Counsel.

SECTION 6. 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 7. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 8. This ordinance shall be effective upon its passage and approval.

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

*Exhibit "A".*

*Acquisition Parcels.*

(Subject To Final Survey And Title Commitment)

PARCEL	PARCEL NUMBER	PIN #	PROPERTY ADDRESS	NAME OF TAXPAYER OR OWNER	CURRENT USE
1	0001TE-A	17-05-500-048	810 W CHICAGO AVE	R2 Companies	Parking Lot
		17-05-425-010	828 W CHICAGO AVE		
		17-05-425-019	813 S PEORIA ST		
	0001TE-B	17-08-210-009	809 W CHICAGO AVE		Commercial Offices
		17-08-210-006	770 N HALSTED ST		
0001TE-C	17-08-210-008	734 N HALSTED ST	809 W CHICAGO AVE		
2	0002TE	17-05-500-048	810 W CHICAGO AVE	Union Pacific Railroad Company	Rail
		17-08-501-001	809 W CHICAGO AVE		
		17-09-100-024	735 W CHICAGO AVE		
3	0003TE-A	17-05-425-015	835 N PEORIA ST	VCNA Prairie Illinois Building Materials, LLC	Ready Mix Concrete Supplier
		17-05-425-022	805 S PEORIA ST		
	0003TE-B	17-05-425-017	835 N PEORIA ST		
4	0004TE	17-04-329-002	700 W CHICAGO AVE	Onni 700 West Chicago, LLC	Currently Vacant Building
		17-04-329-003	626 W CHICAGO AVE		Planned Development #1399 (Residential Buildings)
		17-04-329-007	821 N HALSTED ST		
		17-04-329-009	756 W CHICAGO AVE		
5	0005TE-A	17-09-100-004	655 W CHICAGO AVE	BACHIL001, LLC (BCC Development)	Currently Vacant Building
		17-09-100-018	763 W CHICAGO AVE		
	0005TE-B	17-09-100-015	715 N HALSTED ST		Planned Development #1426 (Casino)
		17-09-100-020	735 N HALSTED ST		
	0005TE-C	17-09-100-017	554 N JEFFERSON ST		Parking Lot
		17-09-112-008	531 N JEFFERSON ST		
		17-09-112-003	537 N JEFFERSON ST		Planned Development #1426 (Casino)
	0005TE-D	17-09-100-017	554 N JEFFERSON ST		
		17-09-112-008	531 N JEFFERSON ST		
		17-09-112-003	537 N JEFFERSON ST		

TE stands for Temporary Easement.

*Exhibit "B".**Schedule For Project.*

1. Acquire all property interests for the Project, including temporary easements, in those portions of the Acquisition Parcels designated on the plats on or before May 30, 2024.
2. Advertise for bids of the Project on or before June 30, 2024.
3. Commence bridge and highway construction for the Project on or before October 1, 2024.

---

WIDENING OF NORTH SIDE OF W. DIVISION ST., BETWEEN N. LARRABEE ST.  
AND N. HALSTED ST.

[O2024-0007799]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0007799) transmitted herewith for a proposed widening of the north side of West Division Street, between North Larrabee Street and North Halsted Street. This property is located in the 27<sup>th</sup> Ward. This ordinance was referred to the committee on February 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City can enhance public access by opening to traffic new rights-of-way, or widening existing rights of way, from adjacent publicly owned lots; and

WHEREAS, The City, by and through its Department of Transportation ("CDOT"), seeks to widen the north side of West Division Street, between North Halsted Street and approximately North Larrabee Street with lands held by the Chicago Housing Authority; now, therefore,

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

SECTION 1. The opening of public right-of-way described as follows: a 4.0-foot strip of land lying north of and adjoining the north right-of-way of West Division Street consisting of that part of Lots 3, 36, 37 and 38 in C.J. Hull's Subdivision of Lots 74 and 76, in Butterfield's Addition to Chicago, recorded as (ante-fire) Document Number 53174, and that part of Lots 1 and 2 in F.A. Fritze, Jr. Subdivision of Lots 8 and 9, in subdivision of Lots 78, 80 and 82, in said Butterfield's Addition to Chicago, recorded September 23, 1890, as Document Number 1341305, and that part of Lots 1 through Lot 5 in H. Greenebaum's Subdivision of Sublots 10 to 12 and the south 30 feet of Lot 13, in John Davlin's Subdivision of Lots 78, 80 and 82, in said Butterfield's Addition to Chicago, recorded as (ante-fire) Document Number 96708, and that part of Lots 5 through 14 in F.D. Owen's Subdivision of Lots 84, 86, 88, 90 and 92, in said Butterfield's Addition to Chicago (ante-fire), together with that part of North Burling Street, North Orchard Street, North Frontier Street and alleys vacated by ordinance passed July 8, 1959, and recorded October 5, 1959 as Document Number 17676065 within said subdivisions, all in the west half of the northwest quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows with bearings referenced to the Illinois State Plane Coordinate System, East Zone, NAD 83 (2011): commencing at a point on the north right-of-way line of West Division Street



at the intersection with the west right-of-way line of North Larrabee Street; thence south 88 degrees, 18 minutes, 55 seconds west on said north right-of-way line of West Division Street, 465.50 feet to the southwest corner of the premises described in deed recorded December 16, 2011, as Document Number 1135010102, and the point of beginning; thence continuing south 88 degrees, 18 minutes, 55 seconds west on said north right-of-way line, 683.83 feet to a point 107.00 feet east of the east right-of-way line of North Halsted Street, as originally platted and laid out; thence north 01 degree, 35 minutes, 14 seconds west parallel with said east right-of-way line of North Halsted Street, 4.00 feet; thence north 88 degrees, 18 minutes, 55 seconds east parallel with said north right-of-way line of West Division Street, 683.82 feet to the west line of said premises described in said deed, being a line 465.50 feet west of and parallel with said west right-of-way line of North Larrabee Street; thence south 01 degree, 41 minutes, 02 seconds east on said west line, 4.00 feet to the point of beginning, all in, County of Cook, State of Illinois, above described parcel containing 0.063 acre, or 2,735 square feet, more or less, as shaded and legally described by the words "Hereby Opened" on the plat hereto attached as Exhibit A, which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby opened to public and vehicular traffic as the same is intended for public use and the public interest will be subserved by such opening.

SECTION 2. The opening herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, CDOT shall file or cause to be filed for recordation with the Office of the Clerk of Cook County, Illinois, Recordings Division, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The opening shall take effect upon the recording of the published ordinance and approved plat.

Opening Accepted and Approved:

Signed Thomas Carney  
Acting Commissioner,  
Department of Transportation

Introduced By:

Signed Walter Burnett  
Alderman, 27<sup>th</sup> Ward

[Exhibit "A" referred to in this ordinance printed  
on page 10407 of this *Journal*.]



WIDENING OF CURVE OF N. KILBOURN AVE., BETWEEN W. CHICAGO AVE.  
AND W. OHIO ST.

[O2024-0007869]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance (O2024-0007869) transmitted herewith for a proposed widening of the curve of North Kilbourn Avenue, between West Chicago Avenue and West Ohio Street. This property is located in the 28<sup>th</sup> Ward. This ordinance was referred to the committee on February 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

WHEREAS, The City can enhance public access and safety by opening to traffic new rights-of-way, or widening existing rights-of-way, from adjacent City-owned lots; and

WHEREAS, The City, by and through its Department of Transportation, seeks to widen and improve the curve of North Kilbourn Avenue, between West Chicago Avenue and West Ohio Street; now, therefore,

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

SECTION 1. Hereby Opened to public traffic the area described as: that part of the east half of the northwest quarter of Section 10, Township 39 North, Range 13, East of the Third Principal Meridian, in the City of Chicago, Cook County, Illinois, more particularly described as follows: commencing at the intersection of the south line of West Chicago Avenue, said south line being a line drawn 50.00 feet south of and parallel with the north line of said northwest quarter of Section 10, with the west line of said east half of the northwest quarter of Section 10, being a point 54.98 feet west of the east line of North Kilbourn Avenue recorded October 26, 1967 as Document Number 20302748, measured along the south line of West Chicago Avenue, aforesaid; thence south along said west line of the east half of the northwest quarter of Section 10, 112.25 feet to a point on the southwest line of North Kilbourn Avenue, aforesaid; thence south 57 degrees, 28 minutes, 56 seconds east along said southwest line, 656.64 feet to the point of beginning; thence continue south 57 degrees, 28 minutes, 56 seconds east along said southwest line, 104.31 feet to a point of intersection that said North Kilbourn Avenue turns south; thence south 01 degree, 53 minutes, 56 seconds east along the west line of said North Kilbourn Avenue, 104.31 feet; thence northwest along a curve concaved southwesterly with a radius of 197.92 feet, arc length of 192.00 feet, chord bearing of north 29 degrees, 41 minutes, 26 seconds west and chord length of 184.56 feet to the point of beginning, all in Cook County, Illinois, above described parcel contains 0.0377 acre or 1,643 square feet, more or less, as shaded and legally described by the words "Hereby Opened" on the plat hereto attached as Exhibit A,

which plat for greater certainty, is hereby made a part of this ordinance, be and the same is hereby opened to public traffic, as the same is intended for public use, and the public interest and safety will be subserved by such opening.

SECTION 2. The opening herein provided for is further made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the City shall file, or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division, Illinois, a fully stamp-approved, certified copy of this ordinance, together with the similarly approved associated full-sized plat as authorized by the Superintendent of Maps and Plats.

SECTION 3. This ordinance shall take effect and be in force from and after its passage and publication. The opening shall take effect upon the recording of the published ordinance and approved plat.

Opening Approved:

Signed Thomas Carney  
Acting Commissioner,  
Department of Transportation

Introduced By:

Signed Jason Ervin  
Aldersperson, 28<sup>th</sup> Ward

[Exhibit "A" referred to in this ordinance printed on page 10411 of this *Journal*.]



EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT  
PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances and substitute ordinance transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances and substitute ordinance were referred to the committee on January 24, 31 and February 15, 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*ACIA CH Auto LLC.*

[O2024-0006856]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt ACIA CH Auto LLC, 1920 West Peterson Avenue, Chicago, Illinois 60660, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities at 1920 West Peterson Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Avondale Loving Care.*

[O2024-0007209]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Avondale Loving Care from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 3420 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Bear Stewart LLC/BBH Partners LLC.*  
(1009 -- 1025 N. Damen Ave.)

[SO2024-0007069]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt BBH Partners LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress from 1009 -- 1025 North Damen Avenue for the purposes of the business operations of Bear Stewart LLC.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.



*Bear Stewart LLC.*  
(1636 N. Honore St.)

[O2024-0006950]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt Bear Stewart LLC of 1636 North Honore Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Car Villa Complete Auto Repair Corporation.*

[O2024-0006889]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Car Villa Complete Auto Repair Corporation located at 3609 -- 3611 North Pulaski Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Carrie Secrist Gallery.*

[O2024-0007761]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Carrie Secrist Gallery, 424 North Wood Street, Chicago, Illinois 60622, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Crash Champions.*

[O2024-0006658]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Crash Champions located at 3545 and 3535 North Milwaukee Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Finn Construction, Inc.*

[O2024-0007653]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Finn Construction, Inc. at 4418 North Elston Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*First American Bank.*

[O2024-0007446]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt First American Bank of 1345 West Diversey Parkway from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*G&R Automotive & Tire Company/Jose Rodrigo Herrera-Patino.*

[O2024-0006964]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt G&R Automotive & Tire Company, Jose Rodrigo Herrera-Patino, 5940 North Elston Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to allow exit onto North Mason Avenue going southbound and exit access onto North Austin Avenue going westbound.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Garcia's Auto Parts, Tires & Service.*

[O2024-0007444]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Garcia's Auto Parts, Tires & Service located at 1211 North California Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Grand & Central Auto Rebuilders.*

[O2024-0007281]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Grand & Central Auto Rebuilders from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 5762 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*IL Properties LLC.*

[O2024-0006979]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt IL Properties LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 3043 -- 3047 West Irving Park Road.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Kars Auto Repair LLC.*

[O2024-0006978]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Kars Auto Repair LLC, 5627 West Irving Park Road, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Learn Together Child Development Center V.*

[O2024-0006875]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Learn Together Child Development Center V, 8938 -- 8948 South Cottage Grove Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Francisco Martinez.*

[O2024-0007106]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Francisco Martinez from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 1170 West Cullerton Street, Chicago, Illinois 60608.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

—

*Midwest Coast Brewing Company.*

[O2024-0007417]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Midwest Coast Brewing Company, 2137 West Walnut Street, Floors 1 and 2, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Midwest Foreign & Domestic Auto/Fernando Alvarado.*

[O2024-0007108]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Fernando Alvarado/Midwest Foreign & Domestic Auto from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 2331 -- 2347 West 18<sup>th</sup> Street, Chicago, Illinois 60608.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Mont-Mil. LLC/Brian Jupiter.*

[O2024-0007667]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Mont-Mil. LLC, Brian Jupiter, 5044 West Montrose Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to allow exit onto West Montrose Avenue going eastbound and westbound.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Motor Car Sales LLC/Christian Rodriguez.*

[O2024-0007891]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Christian Rodriguez/Motor Car Sales LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities at 2658 West Cermak Road, Chicago, Illinois 60608.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*MSP Parking Venue Valet USA.*

[O2024-0007505]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt MSP Parking Venue Valet USA, 1535 North Kingsbury Street, Chicago, Illinois 60642, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*New CFL Starters & Alternators/Luis Frias.*

[O2024-0007321]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Luis Frias of New CFL Starters & Alternators from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 4925 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Nook North Daycare.*

[O2024-0007890]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Revenue is hereby authorized and directed to exempt Nook North Daycare from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress from 2345 West North Avenue.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

---

*Quality Car Corner.*

[O2024-0007702]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Quality Car Corner located at 2205 North Cicero Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Red Top Parking, Inc.*

[O2024-0007415]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Red Top Parking, Inc., 1701 -- 1705 West Warren Boulevard (site 22), Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

—

*Rolling Clean Carwash.*

[O2024-0006858]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Rolling Clean Carwash, 5817 West Corcoran Place, Chicago, Illinois 60644, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force after its passage and publication.

—

*School Street Flats LLC.*

[O2024-0006851]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of the Department of Revenue is hereby authorized and directed to exempt



School Street Flats LLC of 1654 West School Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Standard Parking.*

[O2024-0007422]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt Standard Parking from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress at 222 West Erie Street.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*Su Nueva Lavanderia.*  
(5112 S. Kedzie Ave.)

[O2024-0007419]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Su Nueva Lavanderia located at 5112 South Kedzie Avenue from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Su Nueva Lavanderia.*  
(3319 W. 55<sup>th</sup> St.)

[O2024-0007420]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Director of Finance is hereby authorized and directed to exempt Su Nueva Lavanderia located at 3319 West 55<sup>th</sup> Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*Tapia's Auto Repair/7015 N. Ravenswood Ave.*

[O2024-0007689]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 7015 North Ravenswood Avenue (Tapia's Auto Repair) from the Municipal Code provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities and the loading facilities for their lot at 7015 North Ravenswood Avenue.

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

---

*220 Ada Owner LLC.*

[O2024-0007760]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt

220 Ada Owner LLC, 1353 West Fulton Street/220 North Ada Street, Chicago, Illinois 60607, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*1100 Grand Chicago Owner LLC.*

[O2024-0007414]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 1100 Grand Chicago Owner LLC, 1100 West Grand Avenue, Chicago, Illinois 60642, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for the premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*2820 North Elston Avenue LLC.*

[O2024-0007483]

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

SECTION 1. Pursuant to Section 10-20-430 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 2820 North Elston Avenue LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 2818 -- 2830 North Elston Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EXEMPTION OF PRAIRIE DISTRICT APARTMENT FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGE IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

[O2024-0007550]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Department of Transportation to exempt Prairie District Apartment from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities located at 1801 South Wabash Avenue and 1800 South Michigan Avenue in order to allow access to said parking facilities which are in excess of six (6) spaces. This ordinance was referred to the committee on January 24, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of the Department of Transportation is hereby authorized and exempt Prairie District Apartment from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facilities for 1801 South Wabash Avenue and 1800 South Michigan Avenue in order to allow access to said parking facilities which are in excess of six (6) spaces.

SECTION 2. This ordinance shall be in force and take effect from and after its passage and publication.

---

#### STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances and substitute ordinance were referred to the committee on and January 24 and February 15 and 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

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

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*6000 Block Of N. Neva Ave. To Be Known As "Helen Baran Way".*

[O2024-0007335]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the 6000 block of North Neva Avenue as "Helen Baran Way".

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

---

*W. Sunnyside Ave., Between N. Artesian Ave. And N. Claremont Ave., To Be Known As "Ossie Goff Way".*

[SO2024-0007867]

WHEREAS, Ossie Goff Ballew, more commonly known as Ossie Goff, was born on March 26, 1951; and

WHEREAS, Ossie Goff, through her work, exemplified the meaning of taking what may seem ordinary and making it extraordinary. With hard work, dedication, care, and compassion for the community, she served as a crossing guard for Chicago Public Schools and the Chicago Police Department for over 33 years at the corner of North Western Avenue and West Sunnyside Avenue; and

WHEREAS, Ossie Goff may have seemed like an ordinary individual who did her ordinary job as a crossing guard, but for the hundreds of families, children, and pets who had the opportunity to cross where she stood, she was anything but ordinary; and

WHEREAS, Ossie Goff took great pride in her job, and her diligence and care for the safety and welfare of the countless individuals in her charge was utmost in her mind; and

WHEREAS, Ossie Goff knew many members of her community by name and showed genuine interest in their lives. She loved her job and the protection it provided and was faithful to her duty and the people it served. She was a leader in sharing positivity and kindness, and ensured people were seen both literally and figuratively; and

WHEREAS, Quiet leaders like Ossie Goff propel the ordinary to extraordinary. She helped build a sense of community, one person at a time, in her care at her intersection for over three decades; and

WHEREAS, Ossie Goff will remain in the hearts of the community she served and her spirit will continue to keep watch over all who pass by North Western and West Sunnyside Avenues. She represents all the generosity that comes from living in the great neighborhoods of Chicago; now, therefore,

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of West Sunnyside Avenue, between North Artesian Avenue and North Claremont Avenue, as "Ossie Goff Way".

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

*7200 Block Of N. Oriole Ave. To Be Known As "Officer Richard P. Haljean Way".*

[O2024-0007336]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the 7200 block of North Oriole Avenue as "Officer Richard P. Haljean Way".

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

---

*S. Western Blvd., From W. 35<sup>th</sup> St. To W. 36<sup>th</sup> St., To Be Known As "Eric S. Hernandez Blvd".*

[O2024-0007865]

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Western Boulevard at West 35<sup>th</sup> Street going to West 36<sup>th</sup> Street, as "Eric S. Hernandez Blvd".

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

---

*S. Fairfield Ave., Between W. 109<sup>th</sup> St. And W. 110<sup>th</sup> St., To Be Known As "Honorary Tom 'Papa Hops' Hopkins Way".*

[O2024-0007735]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of



South Fairfield Avenue, between West 109<sup>th</sup> Street and West 110<sup>th</sup> Street, as "Honorary Tom 'Papa Hops' Hopkins Way".

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

\*\* Signs to be installed on existing poles located at 10900 South Fairfield Avenue and 10958 South Fairfield Avenue.

---

*Portions Of W. Montrose Ave. And N. Damen Ave. To Be Known As "Demetrios 'Jimmy' Pirpiris Way".*

[O2024-0007866]

WHEREAS, Demetrios Pirpiris, more commonly known as Jimmy Pirpiris, was born on October 1, 1929, in Athenion, Tripoli, Greece; and

WHEREAS, Jimmy Pirpiris, at the age of 18, immigrated to the United States from his home of Greece. Once finishing his service in the military as a Military Mechanic, he quickly found employment as a dealer manager with Oklahoma Enco, now known as Exxon Mobil Corporation. While an employee of Oklahoma Enco, he operated three gas stations serving the Ravenswood Neighborhood. For 30 years, he operated those stations, employed local residents, cleared snow from alleys and parked cars, and even grew tomatoes which he would hand out to customers and friends; and

WHEREAS, Jimmy Pirpiris in 1991 decided to retire after over 30 years working outside in the cold harsh winters and built what is now known as Ravenswood Plaza. He opened and operated a coin laundry in the center of the plaza which served the community until November of 2022, when he decided at the age of 93 that it was time to relax; and

WHEREAS, Jimmy Pirpiris in addition to owning and operating multiple local businesses, was a member of the Order of Ahepa (The American Hellenic Educational Progressive Association) for over 60 years. He served in many capacities as a President District Consul Member and Chairman of many committees, though he was especially proud of his work done with the Scholarship Foundation. As the chairman for over 40 years, he awarded hundreds of grants and scholarships to Greek American students. His other love was the Sports Award Committee which he chaired for and was a member of for over 40 years, rewarding young Greek American youth for their academic and athletic abilities; and

WHEREAS, Jimmy Pirpiris' proudest philanthropic achievement was being an original member of the Greek American Nursing Home and Rehabilitation Center. While with this first of a kind center in the Chicago area, he spent weeks on end fundraising and visiting elderly individuals who had few visitors; and

WHEREAS, Jimmy Pirpiris was married to his lifelong love, Nitsa, for over 63 years, was the father of two children, was the grandfather to two grandchildren, and was a role model to his many extended family members and neighbors across the Ravenswood Neighborhood. He dedicated his life to serving his family and community; now, therefore,

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the northwest corners of West Montrose Avenue and North Damen Avenue and extending to the alley going west 125 feet as "Demetrios 'Jimmy' Pirpiris Way".

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

---

*Northwest Corner Of N. Kimball Ave. And W. Wilson Ave. To Southeast Corner Of W. Wilson Ave. And N. St. Louis Ave., To Be Known As "Shel Silverstein Way".*

[O2024-0007233]

WHEREAS, Sheldon Allan Silverstein, also known as Shel Silverstein, was born on September 25, 1930 in Chicago, Illinois. He grew up in the Logan Square neighborhood of Chicago and attended Theodore Roosevelt High School in the Albany Park neighborhood. He attended the University of Illinois and the Chicago Academy of Fine Arts for one semester before being drafted into the United States Army and serving in Japan and Korea. Silverstein was a writer, poet, and creative with many famous works including "Where the Sidewalk Ends" and "The Giving Tree"; and

WHEREAS, Shel Silverstein is well known for his children's books, he is also famous for song writing. In 1969, Silverstein wrote the Johnny Cash Billboard hit, "A Boy Named Sue". Amongst his composing works, he has also worked on illustrations and adult-oriented books like, "Uncle Shelby's ABZ Book". Silverstein was the recipient of two Grammy Awards and nominations at the Golden Globes and Academy Awards; and

WHEREAS, Shel Silverstein was first published in the "Roosevelt Torch" while he attended Roosevelt University. His cartoons were also published while he was serving in the military. When he returned to Chicago, Silverstein would submit cartoons to magazines while working selling hot dogs at Chicago ballparks; and

WHEREAS, Shel Silverstein never married, but he had a daughter named Shoshanna on June 30, 1970. On April 24, 1982, Shoshanna died from a cerebral aneurysm at the age of 11. His book, "A Light in The Attic" is dedicated to his daughter; and

WHEREAS, Silverstein is a talented writer and illustrator, he also showed the world that he has the versatility to compose and write music for films, artists, and theaters; and

WHEREAS, Silverstein died on May 10, 1990 at the age of 68 from a heart attack. He died in his home in Key West, Florida. He left an impact on artists, writers, educators, and creatives in Chicago and all over the world. Because of his artistic impact and his status as an alumni of a Chicago high school, Shel Silverstein is nominated as an honorary street sign in the 33<sup>rd</sup> Ward; and

WHEREAS, After his death, Silverstein was inducted in Nashville Songwriters Hall of Fame in 2002. In 2014, Shel Silverstein was inducted into the Chicago Literary Hall of Fame; now, therefore,

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of the northwest corner of North Kimball Avenue and West Wilson Avenue to the southeast corner of West Wilson Avenue and North St. Louis Avenue, as "Shel Silverstein Way".

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

---

*N. Oak Park Ave., From W. Barry Ave. To W. Wellington Ave., To Be Known As "Honorary Coach Larry (Lawrence) Thurm Way".*

[O2024-0007707]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows for honorary street-name designation ("Designation Ordinance"), the Commissioner of the Chicago Department of Transportation shall take the necessary action for the

standardization of North Oak Park Avenue, from West Barry Avenue to West Wellington Avenue, as "Honorary Coach Larry (Lawrence) Thurm Way".

SECTION 2. Pursuant to Section 2-8-040(b) of the Municipal Code of Chicago, the Designation Ordinance shall be accompanied by a biography ("Exhibit A"), the reason for honoring the individual or group ("Exhibit B"), and a map indicating the blocks for the designation ("Exhibit C").

SECTION 3. This ordinance shall take full effect upon passage and publication.

[Exhibit "C" referred to in this ordinance printed on page 10435 of this *Journal*.]

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

*Exhibit "A".*

*Biography Of Lawrence "Larry" Thurm.*

Lawrence "Larry" Thurm was a lifelong Chicagoan, born September 30, 1935. He attended Lakeview High School where he played football as a running back. He also played softball in high school and semiprofessionally. Larry married his sweetheart Dixie DeLong and lived on Henderson Street in Roscoe Village until after his three daughters got married in the early 1980s.

From Henderson Street, Larry moved to 2958 North Oak Park Avenue. Being a sports person, Larry would walk across the street to Bell Park to watch the children play T-Ball. He encouraged his children to bring his grandchildren to Bell Park to play T-Ball, so he and Dixie could watch them play and grow.

Larry and his children got involved in the Bell Park Advisory Council along with other neighborhood residents. When Larry found out that after children reached the age of eight there was no option for neighborhood children to continue playing baseball locally, he started a movement to grow the baseball program.

Larry started the baseball league at Bell Park in 1985. He took the small community park and made it a vital part of the lives of thousands of youth throughout his 20 years of running the league. From starting at approximately 100 -- 120 T-Ball players, the program grew to

include both little league and high school age players. Larry brought so many neighborhood families into the park, and the program expanded to include both Rutherford Sayre Park and Riis Park. The program was age- and skill-appropriate, creating an American League with six teams of players aged 8 -- 10, a National League of four teams with players aged 11 and 12, and a Major League of three teams with players aged 13 -- 16 who did not play for a high school team. He built this program into one of the most respected baseball programs in the City of Chicago.

Through Larry's passion, commitment, and leadership, the league continued to grow year after year. Many players went on to play high school baseball, and several continued to also play NCAA baseball -- with a couple of players making it into the Major League Baseball draft. While there were ups and downs in numbers over the years, the league is currently flourishing, consisting of 14 teams. Many of the original players are still involved now as parents and coaches.

On October 29, 2023, at age 88, Larry passed away, surrounded by his loving family. Larry was the most loving and devoted husband of Dixie Thurm; loving Dad of Lorrie (Harold) Turrentine, Sherri Brock, and Shelly Lyon; adoring grandfather of Hal (Jenna) Turrentine, Jef (Crystal) Turrentine, Stevin (Katie) Turrentine, Lorne (Natalie) Turrentine, Aaron (Lisa) Brock, Sean Lyon, Brendan Lyon, Kevin (Kristin) Lyon, Tim Lyon, and the late Ryne Brock; most adoring great-grandfather of Jude, Violet and Penny Brock, Laura, Maria and Sara Lyon, Zack, Hailey and Mackenzie Turrentine, Jake, Chase and Clay Turrentine, Deskin Turrentine, and Emmett, Logan and Miles Turrentine; unforgettable uncle; caring cousin; and fond friend of many.

*Exhibit "B".*

*Reasons For Honoring Larry Thurm.*

The 36<sup>th</sup> Ward is honoring Larry Thurm for his numerous contributions to the community and the many children who have played baseball and learned life lessons and sportsmanship through participating in the programs Larry helped to create and grow. Larry's dedication to the Galewood and Montclare Neighborhoods will always be cherished and will never be forgotten.

The northwest corner of North Oak Park Avenue and West Wellington Avenue, and the southwest corner of North Oak Park Avenue and West Barry Avenue would be the perfect placement for signs acknowledging Larry's contribution to the Bell Park community and the many families and children who have been part of his dedicated work. These locations encompass the eastern boundary of Bell Park and both baseball diamonds and will provide maximum exposure to the community. Through this ordinance, we stand to name this section of North Oak Park Avenue as Honorary Coach Larry (Lawrence) Thurm Way.

*Exhibit "C".*

*Map.*

**DESIGNATION BLOCK:**

N. Oak Park Avenue, from W. Barry Avenue to W Wellington Avenue.

Signs will be placed at:

- Northwest Corner of N. Oak Park Avenue and W. Wellington Avenue
- Southwest Corner of N. Oak Park Avenue and W. Barry Avenue



STANDARDIZATION OF S. ROCKWELL ST., FROM W. 39<sup>TH</sup> PL. TO W. 40<sup>TH</sup> ST.,  
TO BE KNOWN AS "NICHOLAS RAMIREZ, JR. WAY".

[O2024-0007863]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary to honorarily designate South Rockwell Street, at West 39<sup>th</sup> Place going to West 40<sup>th</sup> Street, as "Nicholas Ramirez, Jr. Way". This ordinance was referred to the committee on February 21, 2024.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) GREGORY I. MITCHELL,  
*Chair.*

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

*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 47.

*Nays* -- Alderperson Lopez -- 1.

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

The following is said ordinance as passed:

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

SECTION 1. Pursuant to an ordinance heretofore passed by the City Council, which allows erection of honorary street-name signs, the Commissioner of Transportation shall take the necessary action for the standardization of South Rockwell Street, at West 39<sup>th</sup> Place going to West 40<sup>th</sup> Street, as "Nicholas Ramirez, Jr. Way".

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

**COMMITTEE ON WORKFORCE DEVELOPMENT.**

---

**APPOINTMENT OF SANDRA BLAKEMORE AS COMMISSIONER OF  
DEPARTMENT OF HUMAN RESOURCES.**

[A2024-0007309]

The Committee on Workforce Development submitted the following report:

CHICAGO, March 14, 2024.

*To the President and Members of the City Council:*

Your Committee on Workforce Development, having had under consideration an appointment (A2024-0007309) of Sandra Blakemore as the Commissioner of the Department of Human Resources, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

The committee has voted unanimously in favor of the appointment.

Respectfully submitted,

(Signed) MICHAEL D. RODRÍGUEZ,  
*Chair.*

On motion of Alderperson Rodríguez, the committee's recommendation was *Concurred In* and the said proposed appointment of Sandra Blakemore as the Commissioner of the Department of Human Resources was *Approved* by yeas and nays as follows:

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

*Nays* -- None.

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



**COMMITTEE ON ZONING, LANDMARKS  
AND BUILDING STANDARDS.**

---

AMENDMENT OF SECTION 17-6-0403-F OF MUNICIPAL CODE BY REQUIRING SPECIAL USE APPROVAL FOR SPORTS AND RECREATION PERMITS ISSUED IN PLANNED MANUFACTURING DISTRICT NO. 4-A.

[O2024-0007733]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on March 14, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2024-0007733 which is an amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for sports and recreation permits in specific use categories in Planned Manufacturing District Number 4-A located in the 27<sup>th</sup> Ward.

Page 1 also contains the historical landmark designation for the Phebe and John Gray House located at 4362 West Grace Street in the 30<sup>th</sup> Ward.

Pages 1 through 7 contain various map amendments in the 1<sup>st</sup>, 11<sup>th</sup>, 13<sup>th</sup>, 21<sup>st</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 28<sup>th</sup>, 33<sup>rd</sup>, 35<sup>th</sup>, 39<sup>th</sup>, 40<sup>th</sup>, 43<sup>rd</sup> and 47<sup>th</sup> Wards.

Page 7 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2<sup>nd</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 32<sup>nd</sup> and 33<sup>rd</sup> Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

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

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

*Nays* -- None.

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

The following is said ordinance as passed:

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

SECTION 1. Title 17, Section 17-6-0403-F of the Municipal Code of Chicago is hereby amended by deleting the struck-through language and adding the language underscored, as follows:

17-6-0403-F Use Table And Standards.

USE GROUP																	Use Standard			
Use Category	No. 2	No. 3	No. 4		No. 5	No. 6	No. 7		No. 8		No. 9	No. 10	No. 11		No. 12	No. 13		No. 14	No. 15	
Specific Use Type			A	B			A	B	A	B			A	B						
P = permitted by right S = special use approval required PD = planned development approval required - = not allowed																				
(Omitted text is unaffected by this ordinance.)																				
CC. Sports and Recreation	S	S	- <u>S</u>	S	S	-	S	P	-	S	-	P	-	P	-	-	P	-		
1. Shooting Range Facility	S	S	-	S	S	-	S	S	-	S	-	S	-	S	-	-	S	-		
(Omitted text is unaffected by this ordinance.)																				

SECTION 2. This ordinance shall be in full force and effect from and after its passage and publication.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF PARTICULAR AREAS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on March 14, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2024-0007733 which is an amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for sports and recreation permits in specific use categories in Planned Manufacturing District Number 4-A located in the 27<sup>th</sup> Ward.

Page 1 also contains the historical landmark designation for the Phebe and John Gray House located at 4362 West Grace Street in the 30<sup>th</sup> Ward.

Pages 1 through 7 contain various map amendments in the 1<sup>st</sup>, 11<sup>th</sup>, 13<sup>th</sup>, 21<sup>st</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 28<sup>th</sup>, 33<sup>rd</sup>, 35<sup>th</sup>, 39<sup>th</sup>, 40<sup>th</sup>, 43<sup>rd</sup> and 47<sup>th</sup> Wards.

Page 7 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2<sup>nd</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 32<sup>nd</sup> and 33<sup>rd</sup> Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 2-1 .*

(Application No. A-8868)

(Common Address: 2701 -- 2711 W. Lexington St. And 2712 -- 2714 W. Polk St.)

[O2024-0007765]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 2-1 in the area bounded by:

West Lexington Street; South Washtenaw Avenue; the alley next south of West Lexington Street; a line 115.25 feet west of and parallel to South Washtenaw Avenue; West Polk Street; a line 165.09 feet west of South Washtenaw Avenue; the alley next south of West Lexington Street; and a line 115.19 feet west of and parallel to South Washtenaw Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 2-I.*

(Application No. A-8867)

(Common Address: 2701 -- 2703 W. Polk St.)

[O2024-0007766]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 2-I in the area bounded by:

West Polk Street; the west line of the vacated South Washtenaw Avenue where no street exists; the alley (and vacated alley) next south of and parallel to West Polk Street; and a line 52.64 feet west of and parallel to the vacated South Washtenaw Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 2-K.*

(As Amended)

(Application No. 22365T1)

(Common Address: 4225 -- 4229 W. Madison St.)

[SO2024-0007742]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B3-3 Community Shopping District symbols and indications as shown on Map Number 2-K in the area bounded by:

West Madison Street; a line 250.0 feet west of and parallel to South Keeler Avenue; the public alley next south of and parallel to West Madison Street; and a line 300.8 feet west of and parallel to South Keeler Avenue,

to those of a C2-3 Motor Vehicle-Related Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Transit Map; Proposed Foundation, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floor Plans; Proposed Roof Plan; Commercial Front Facade Zoning Analysis; and Proposed North, South, East and West Building Elevations attached to this ordinance printed on pages 10445 through 10452 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

AMENDED TO BE A TYPE-1 ZONING MAP  
AMENDMENT APPLICATION NARRATIVE AND PLANS  
At 4225 West Madison Avenue  
B3-3 to C2-3

**The Property**

The subject property is a vacant lot located in a B3-3 Community Shopping District and sits in a Transit Served Location per the Chicago Zoning Ordinance, 2,333.38 feet from the Pulaski CTA Green Line Station entrance and is 2,362 feet from to the Pulaski CTA Blue Line Station entrance.

**The Project**

The Applicant seeks to rezone the property to construct a three-story mixed-use building with approximately a total of 2,173.31 square feet of ground floor commercial space to be used for a dog grooming and day care business that will include shelter/boarding kennel use and related retail use, and of which approximately 529.74 square feet will be designated as public area for parking calculation purposes. The proposed project also will include eight residential dwelling units above the ground floor. The Applicant will provide four surface parking spaces for residential use and four bicycle parking spaces for residential use per the Transit Served Location guidelines of the Chicago Zoning Ordinance. There will be one surface parking space for the proposed business. The rear of the building will include outdoor operations for the proposed business to allow an outdoor fenced dog play area. The proposed zoning height of the building will be approximately 37'-9".

In addition, the subject rezoning seeks Type 1 optional administrative adjustment relief under section 17-13-0303-D to allow five parking spaces on the property from the required 50% (four spaces) for a property located in an Equitable Transit Served Location guidelines of the Chicago Zoning Ordinance.

To allow the proposed project, the Applicant seeks a change in zoning classification for the subject property from a B3-3 Community Shopping District to a C2-3, Motor Vehicle-Related Commercial District.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	6,176 square feet
FAR:	1.54
Floor Area:	9,516.27 square feet
Residential Dwelling Units:	8
MLA Density:	772 square feet
Zoning Height:	37'-9"
Bicycle Parking:	4
Automobile Parking:	5*
Setbacks (proposed):	Front (Madison Avenue): 0.00' East: 3.13' West: 3.00' South (rear): 47.17'

A set of plans is attached.

\* Type 1 optional administrative adjustment 17-17-0303-D to increase parking.

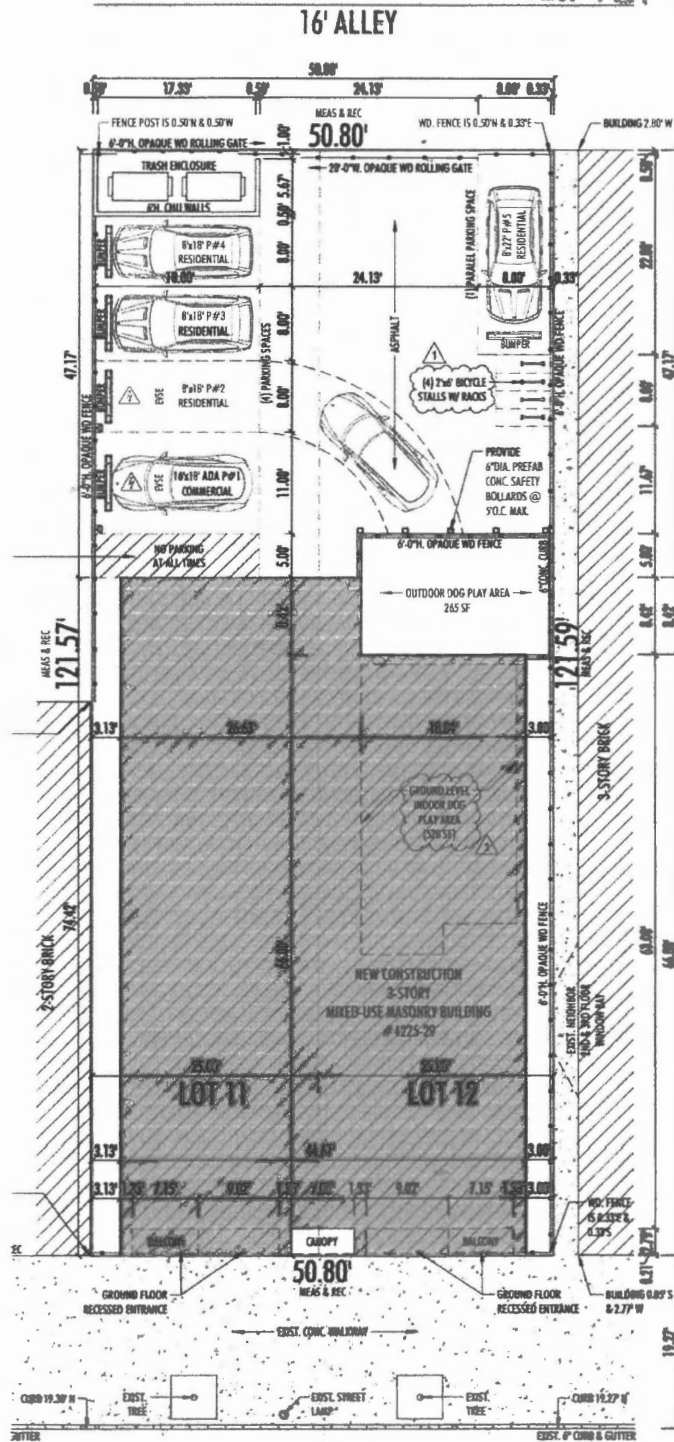
## Final for Publication

**AMENDED TO BE A TYPE-1 ZONING MAP  
AMENDMENT APPLICATION NARRATIVE AND PLANS  
At 4225 West Madison Avenue  
B3-3 to C2-3**

**17-3-0308 Specific Criteria for Transit-Served Locations.** In B and C districts, any new construction within 2,640 feet of a CTA or METRA rail station entrance or exit must satisfy all of the following specific criteria:

1. The project complies with the applicable standards of Section 17-10-0102-B;
  - a. The property is 2,333.38 feet from the Pulaski CTA Green Line Station entrance and is 2,362 feet from to the Pulaski CTA Blue Line Station entrance.
2. The project complies with the standards and regulations of Section 17-3-0504, except paragraph H if the project is not located along a *pedestrian street* and except paragraph C if the land use is designated in a non-commercial use group, pertaining to *pedestrian streets* and pedestrian retail streets, even if the project is not located along a *pedestrian street* or a pedestrian retail street;
  - a. The proposed frontage design meets any applicable pedestrian design regulations.
3. The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission;
  - a. The project has been designed with five parking spaces and bicycle spaces will be provided to encourage alternative modes of transportation such as the nearest ETOD train stations Pulaski CTA Green Line Station and Pulaski CTA Blue Line Station entrance and the nearest ETOD Madison Street Bus Corridor stop.
4. *Residential building* projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an *administrative adjustment* under the provisions of Section 17-13-1003-EE; and
  - a. The Applicant is seeking a 17-13-0303-D exemption to provide a total of five parking spaces on the property instead of the four required spaces.
5. The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.
  - a. If required, the Applicant will comply with any rules issued by CDOT.

Final for Publication



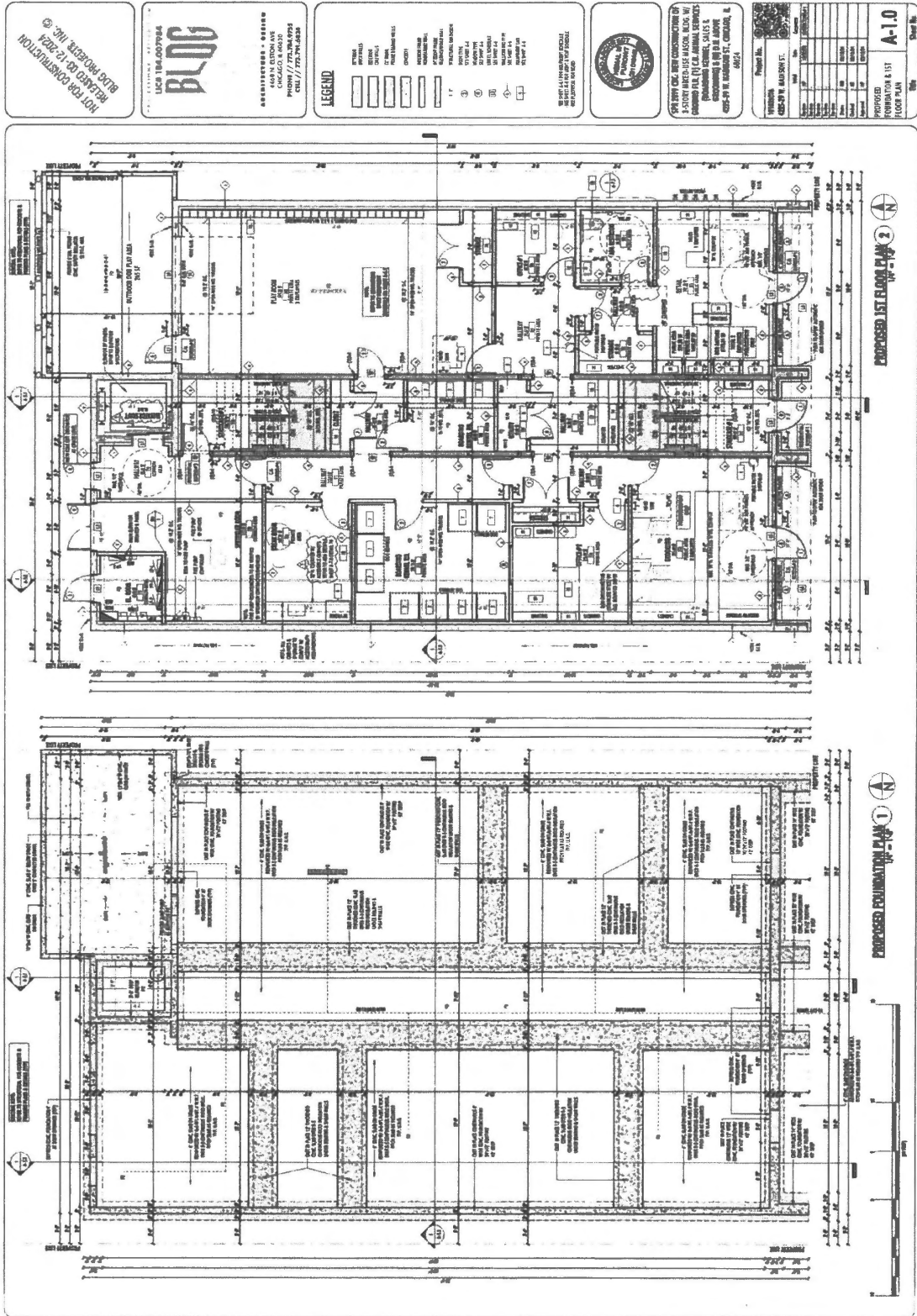
W. MADISON ST.  
(120' R.O.W.)

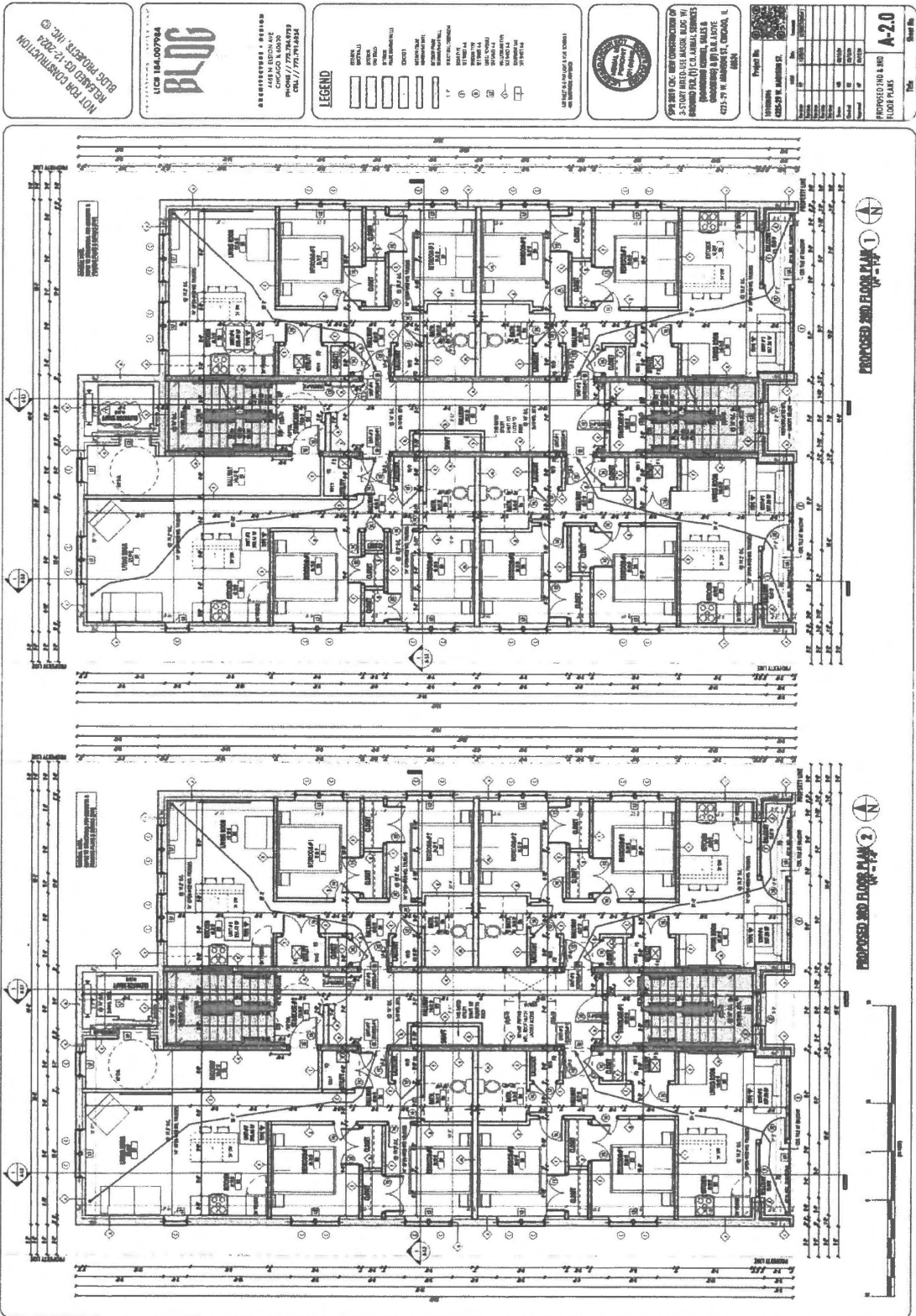
SITE PLAN 1  
1" = 10'-0"





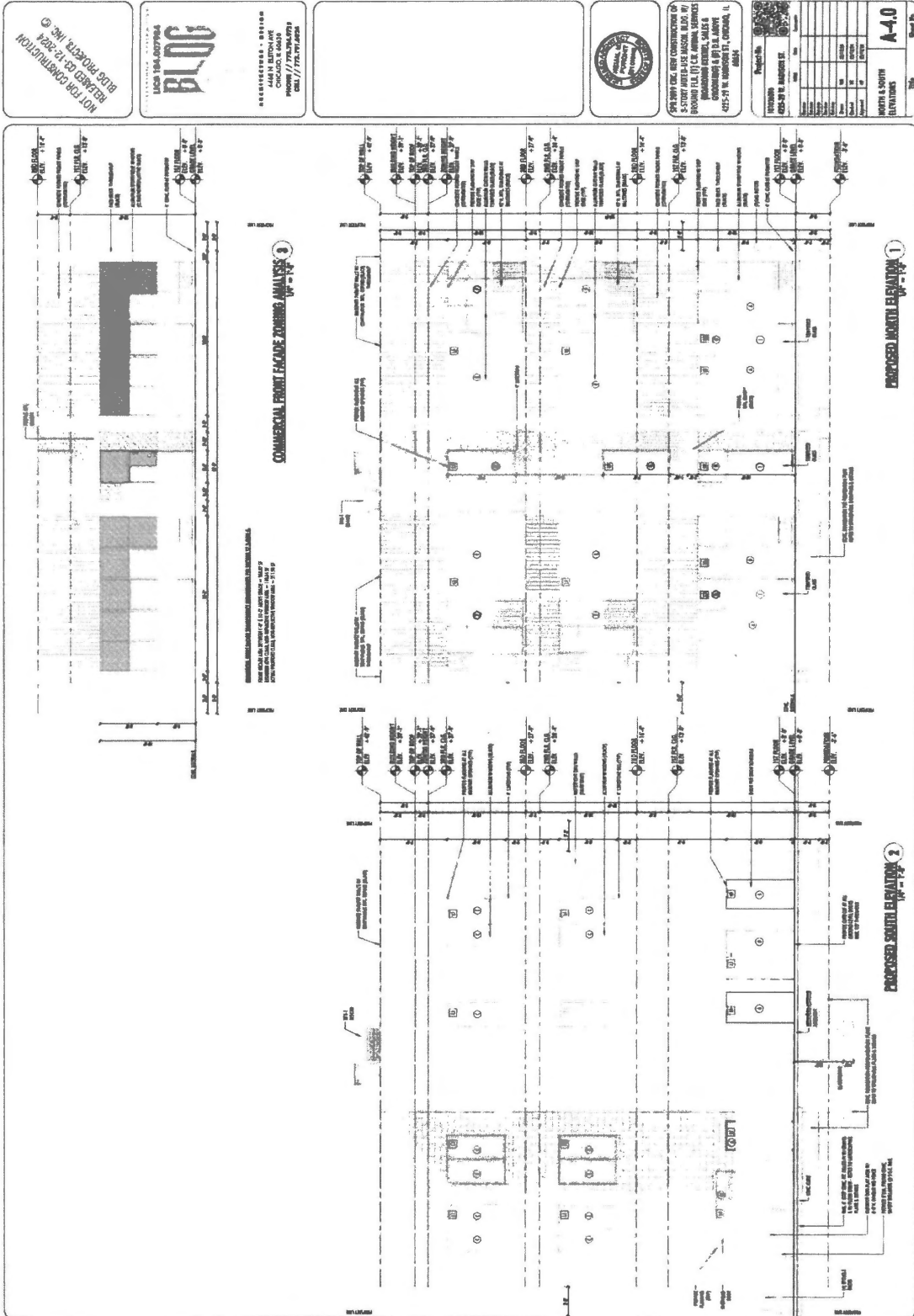






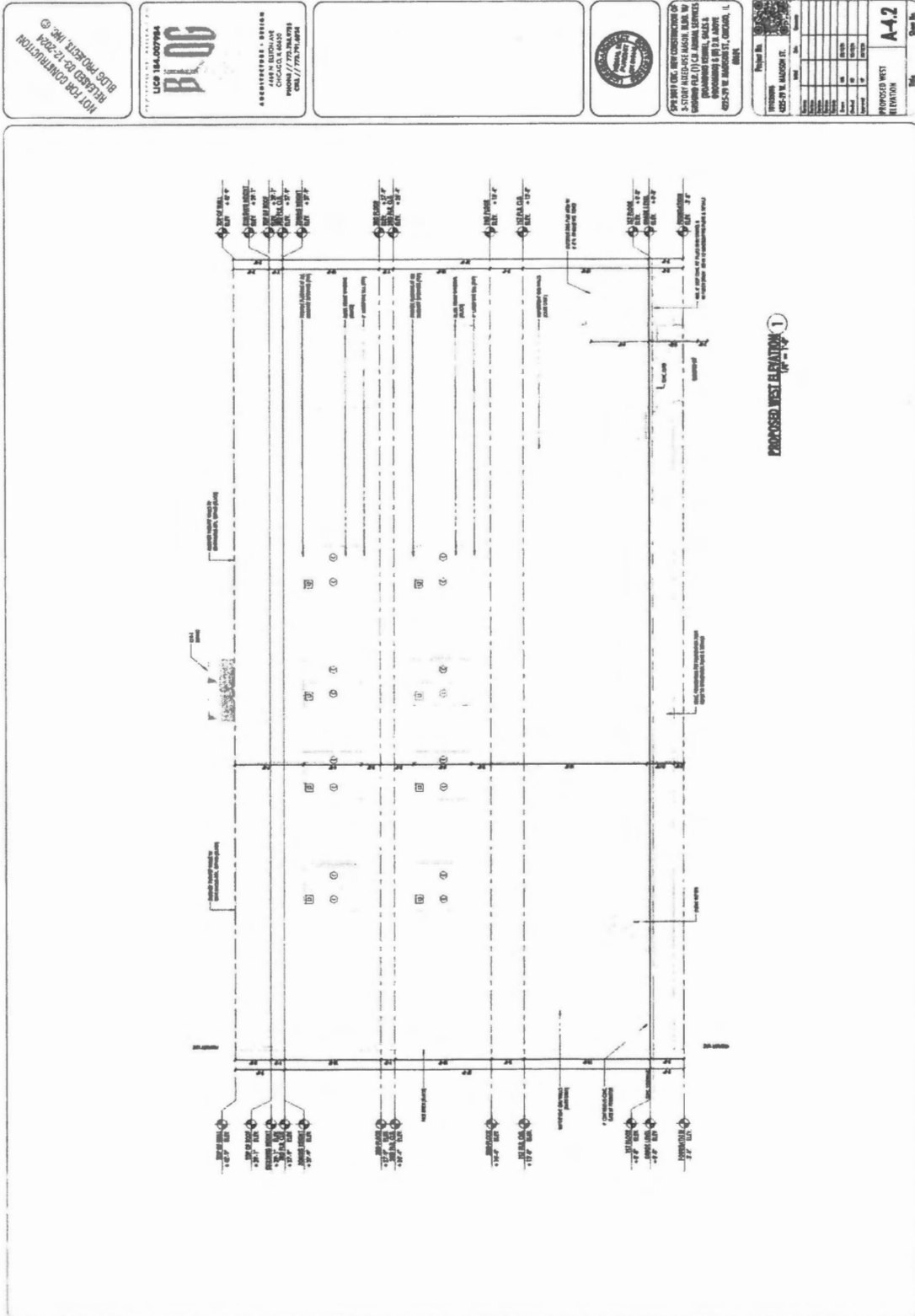
Final for Publication





Plan for Publication





Final for Publication

NOT FOR CONSTRUCTION  
 RELEASED 12-23-2024  
 BLUE PRINTS, INC. ©

ARCHITECTS - DESIGN  
 4400 N. ELSTON AVE  
 CHICAGO, IL 60630  
 PHONE // 773.284.9793  
 CELL // 773.741.8854



FOR THE CITY OF CHICAGO, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.

Project No.	Sheet No.
425-21 N. MADISON ST.	1
PROPOSED WEST ELEVATION	A-12

*Reclassification Of Area Shown On Map No. 3-G.*

(Application No. 22367T1)

(Common Address: 1441 W. Cortez St.)

[O2024-0007772]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 3-G in the area bounded by:

West Cortez Street; a line 390.70 feet west of North Noble Street; the public alley next south of and parallel to West Cortez Street; and a line 414.70 feet west of North Noble Street,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Existing Basement, First and Second Floor Plans; Third and Fourth Floor Demolition Plans; Proposed Third and Fourth Floor Plans; Existing North Building Elevation; Existing South, East and West Building Elevations (Demo); Proposed South, East and West Building Elevations; and Existing North Building Elevation (For Reference Only) attached to this ordinance printed on pages 10455 through 10462 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



NARRATIVE AND PLANS ATTACHMENT

TYPE I Rezoning from RS-3 to B2-3

1441 West Cortez Street

FINAL FOR PUBLICATION

The Project

The property is improved with a four-story residential building containing eight residential dwelling units, and three parking spaces. The Applicant seeks to rezone the property to legalize two of the existing eight residential dwelling units in the building. No exterior additions are proposed. No parking will be added, and the number of off-street parking spaces will remain at three spaces. The building height is and will remain at 42.5 feet.

The subject property is located on the south side of West Cortez Street in area that is primarily improved with multi-family buildings ranging in height from two to four stories. To legalize two of the existing eight building, the Applicant seeks a change in zoning classification for the subject property from the property's current RS-3 Residential Single-Unit (Detached House) District to a B2-3 Neighborhood Mixed-Use District under a Mandatory Type I Map Amendment. The area has a mix of zoning classifications, including RS-3, RT-4, RM-4.5, RM-5, RM-6, B1-2, B1-3, B2-2, B3-1 and B3-3. It is improved with multiple buildings of similar size, scale, and density to the subject building. The proposed B2-3 will legalize two of the existing eight units in the building, the other six being legal non-conforming units. The proposed rezoning is not only consistent with the variety of buildings and classifications in the area but also with the Plan for Chicago's Near Northwest Side adopted in September 2002. The property is a Transit Served Location per the Transit-Oriented Provisions of the Chicago Zoning Ordinance, Section 17-10-0102-B (1), as it is located within the requisite distance from three CTA bus line corridors as designated in Table 17-17-0400-B, being 863 feet from Ashland Avenue, 1,009 feet from Division Street and 311 feet from Milwaukee Avenue and also is located 1,362 feet from the CTA Division Blue Line Train Station entrance. Accordingly, the property qualifies for a parking reduction under the Transit Served provision of the Zoning Ordinance and a Variation under Section 17-13-1003-EE reducing the required parking for the eight units to three existing parking spaces is sought as part of the Type I rezoning, per Section 17-13-0303-D governing Optional Administrative Adjustments and also a Variation is sought as part of the Type I rezoning, again per Section 17-13-0303-D, to reduce under Section 17-13-1101-R the required minimum lot area per dwelling units for the eight residential dwelling units from 3,200 square feet to 2,990 square feet, which reduction is 93.44% of the otherwise required land area.

The following are the relevant zoning parameters for the proposed project:

Lot Area:	2,990 square feet	
Floor Area:	5,257 square feet (existing)	
Maximum FAR:	1.76	
Residential Dwelling Units:	8	
MLA Density:	373.75 square feet	
Height (existing):	42.5 feet	
Bicycle Parking:	2 spaces	
Automobile Parking:	3*	
Setbacks:	Front (Cortez Street):	None (existing)
	East Side:	3.40 feet (existing)
	South Side:	None (existing)
	Rear (Alley):	47.50 feet (existing)

\*A set of plans and a block plan showing the TSL distance of 311.0 feet to Milwaukee Avenue

# WEST CORTEZ ST.

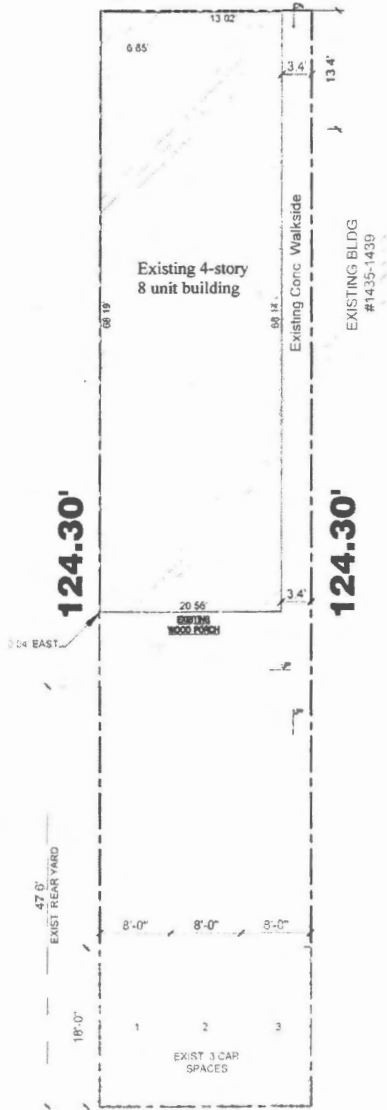
CONCRETE CURB

FINAL FOR PUBLICATION

CONC SIDEWALK  
(R=24.0')

**24.00'**

EXISTING METAL FRAME DOOR SERVICE



**124.30'**

**124.30'**

**24.00'**  
(R=24.0')

16.00 FEET PUBLIC ALLEY

## SITE PLAN

SCALE: 1/8" = 1'-0"



FINAL FOR PERMITS



SECOND FLOOR EXISTING PLAN

FIRST FLOOR EXISTING PLAN

BASEMENT EXISTING PLAN

Mario G. Cruz  
ARCHITECT

1441 W.  
CORTEZ  
STREET

CHICAGO ILLINOIS

Existing Floor  
Plans (Basement,  
First & Second)

D-100



1441 W. CORTEZ STREET

**PROPOSED FOURTH FLOOR PLAN A**  
[SCALE]

**PROPOSED THIRD FLOOR PLAN A**  
[SCALE]

**1441 W. CORTEZ STREET**  
CHICAGO ILLINOIS

Mario G. Cruz  
ARCHITECT

Proposed Floor Plans  
(Third & Atrium)

**A-101**

1441 W. CORTEZ STREET



Mario G. Cruz  
ARCHITECT

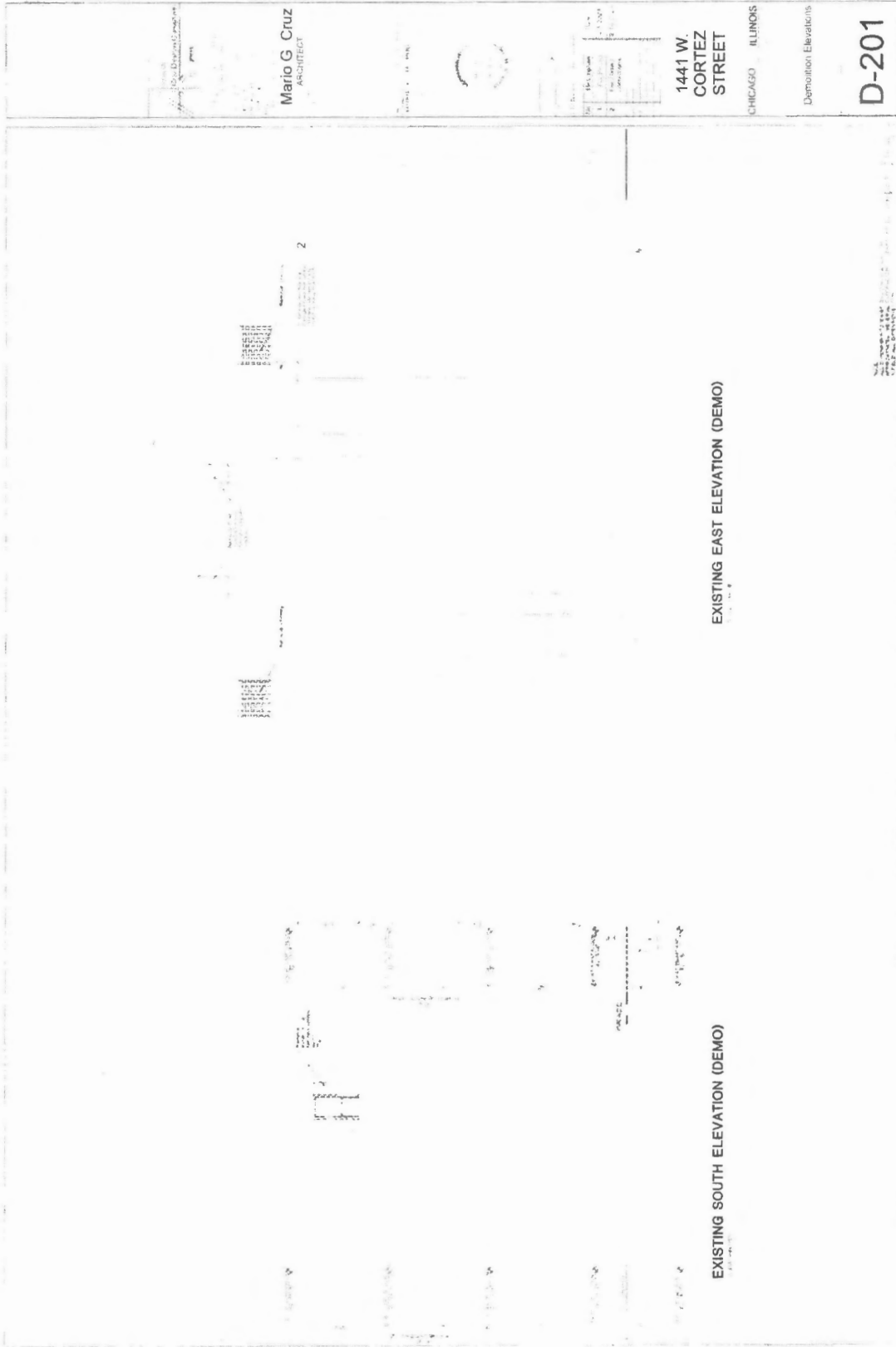
1441 W.  
CORTEZ  
STREET

CHICAGO, ILLINOIS

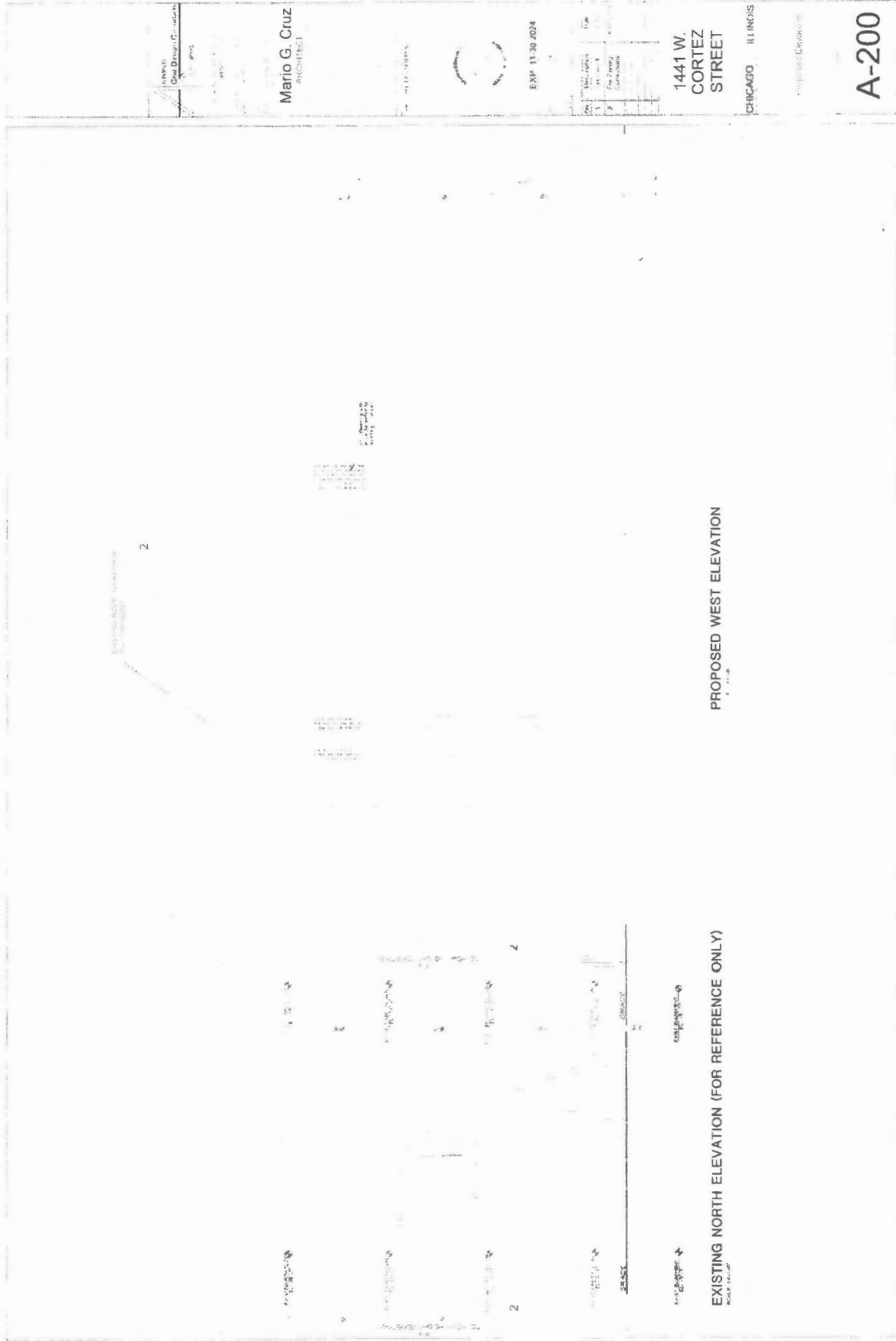
Demolition Elevations

D-200

PLAN FOR FOUNDATION

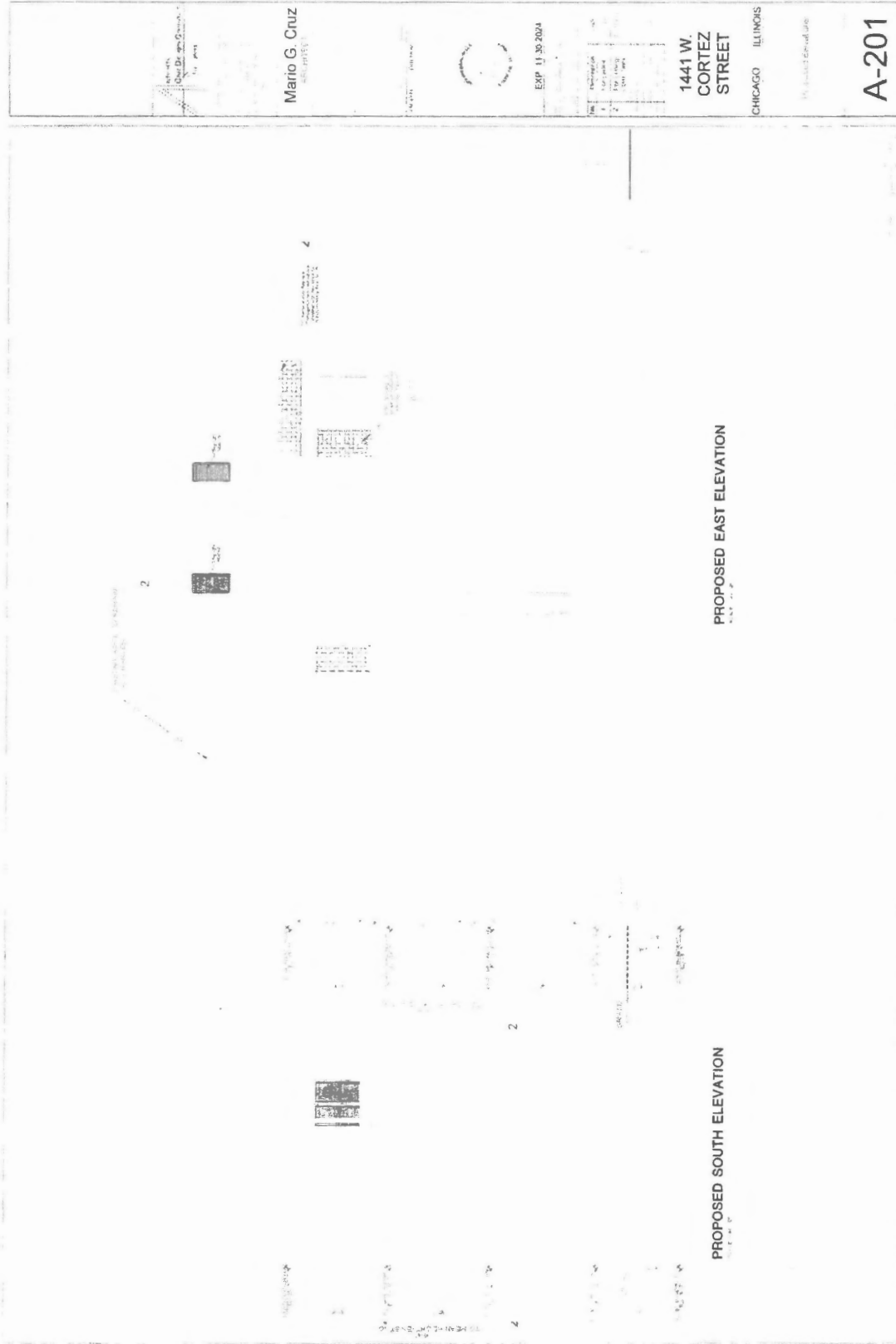


PROPOSED ELEVATION





PROPOSED SOUTH ELEVATION



*Reclassification Of Area Shown On Map No. 4-H.*  
(Application No. 22353)  
(Common Address: 1759 W. 19<sup>th</sup> St.)

[O2024-0007692]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 4-H in the area bounded by:

West 19<sup>th</sup> Street; a line 24.10 feet east of and parallel to South Wood Street; the alley next south of and parallel to West 19<sup>th</sup> Street; and South Wood Street,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 6-F.*  
(Application No. 22357)  
(Common Address: 501 -- 503 W. 26<sup>th</sup> St.)

[O2024-0007706]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 6-F in an area bounded by:

West 26<sup>th</sup> Street; South Normal Avenue; the alley next south of and parallel to West 26<sup>th</sup> Street; and a line 42.00 feet west of and parallel to South Normal Avenue,

to those of a B1-1 Neighborhood Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 6-G.*  
(Application No. 22358T1)  
(Common Address: 3004 -- 3008 S. Archer Ave.)

[O2024-0007712]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-2 Neighborhood Commercial District symbols and indications as shown on Map Number 6-G in the area bounded by:

a line 36 feet west of and parallel to South Lock Street; South Archer Avenue; a line 111 feet west of and parallel to South Lock Street; and the public alley next north of and parallel to South Archer Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plans; Site Plan Adjacent Property; Landscape Plan; Basement,  
1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Floor Plans; Roof Plans; North, South, East  
and West Building Elevations; 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floor Plans;  
and Attic Plan -- Non-Habitable Space attached  
to this ordinance printed on pages 10468  
through 10485 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**TYPE 1 ZONING AMENDMENT PROJECT  
NARRATIVE AND PLANS  
3004-3006 S. ARCHER AVENUE  
and 3008 S. ARCHER AVENUE**

The Applicant seeks to rezone 3004-3008 S. Archer from a C1-2 Neighborhood Commercial District to a B2-3 Neighborhood Mixed-Use District to divide the zoning lot and improve the vacant lot at 3008 S. Archer with a four story, two dwelling unit residential building while converting the existing building at 3004-3006 S. Archer. 3004-3008 S. Archer is a transit served location because it is 1,040 feet from the Ashland Orange Line CTA train station and located on the Archer CTA bus line corridor.

The property located at 3004-3006 S. Archer Avenue is currently improved with a nonconforming 4-story residential building with eight (8) dwelling units and six (6) surface parking lots. Vacant commercial space is provided at 3004-3006 S. Archer on the ground floor and the existing building is 46 feet, seven inches. No exterior changes are being proposed to the 3004-3006 S. Archer Avenue building, which is being included in the zoning map amendment application to convert the eight (8) dwelling unit and vacant ground floor commercial space into twelve (12) dwelling unit residential building with no commercial space. 3004-3006 S. Archer has an existing nonconforming rear setback of 19 feet, 2 inches. Pursuant to Section 17-13-0303-D, the Applicant seeks relief under Section 17-13-1003-I to reduce the rear setback from 30 feet to 19 feet, 2 inches to preserve the existing rear setback and to allow residential on the ground floor.

The property located at 3008 S. Archer Avenue is a vacant lot. The applicant intends to establish a four-story two-dwelling unit residential building at 3008 S. Archer Avenue. No commercial space is provided at 3008 S. Archer and the height of the proposed building will be 47 feet. The property located at 3008 S. Archer Avenue will require relief under Section 17-3-0308 of the Chicago Zoning Ordinance for the two parking spaces. Pursuant to Section 17-13-0303-D, the Applicant seeks to allow two (2) parking spaces under Section 17-3-0308, the Residential building projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number unless additional parking spaces are approved as an administrative adjustment under the provisions of Section 17-13-1003-EE. The project will also require rear setback relief under Section 17-13-1003-I to bring the rear setback to 22 feet.

FINAL FOR PUBLICATION

**Project Bulk and Density**

	<b>3008 S. Archer (New Building)</b>	<b>3004-3006 S. Archer (Existing Building)</b>
Lot Area	2,500 SF	5,000 SF
Density MLA (Lot area per unit)	1,250 SF (2 DU)	416.6 SF (12 DU)
Commercial SF	0 SF	0 SF
Off Street* Parking	2 spaces*	6 spaces (existing)* TSL as of right
Rear Setback*	22 feet*	19 feet, 2 inches* (existing)
Side Setback (West)	2 feet	0 feet (existing)
Side Setback (East)	3 feet	0 feet (existing)
Front Setback	6 inches	0 feet (existing)
Building SF	5,500 SF	14,175 SF (existing)
FAR	2.2	2.84 (existing)
Building Height	47 feet	46 feet 7 inches (existing)

**I. 17-3-0307 Exceptions.**

1. Any application seeking a zoning map amendment, pursuant to Section 17-13-0300, in order to establish a residential, day care, hospital, parks and recreation, school, eating and drinking establishment with an outdoor patio or outdoor assembly use that is proposed to be established within 660' of any (a) windrow composting facility, (b) intensive manufacturing, production and industrial service use, (c) Class III, Class IV A, Class IVB and Class V recycling facility, (d) warehousing, wholesaling, and freight movement use, (e) container storage, (f) freight terminal, (g) outdoor storage of raw material as a principal use, (h) waste-related use, or (i) manganese-bearing material operation use may be allowed only if farther reviewed and approved in accordance with the special use procedures of Section 17-13-0900, unless it otherwise meets a planned development threshold of Section 17-8-0500.

*The Applicant will comply with Section 17-3-0307 Exceptions of the Chicago Air Quality Ordinance should such provision be determined as applicable.*

**II. 17-3-0308 Specific Criteria for Transit-Served Location.**

1. The project complies with the applicable standards of Section 17-10-0102-B;

*3004-3008 S. Archer Avenue is a transit served location because it is 1,040 feet from the Ashland Orange Line CTA train station and located on the Archer CTA bus line corridor.*

FINAL FOR PUBLICATION

2. The project complies with the standards and regulations of Section 17-3-0504, except paragraph H if the project is not located along a pedestrian street and except paragraph C if the land use is designated in a non-commercial use group, pertaining to pedestrian streets and pedestrian retail streets, even if the project is not located along a pedestrian street or a pedestrian retail street;

*The Project complies with Section 17-3-0504-B because the building abuts Archer Avenue. The Project does not need to comply with Section 17-3-0504-C because this is a residential building. The Project complies with Section 17-3-0504-D because the building has a primary entrance on Archer Avenue to access the first-floor unit. Section 17-3-0504-E does not apply to this residential building. The Project complies with Section 17-3-0504-F and G because all parking is accessed from the rear public alley and not visible from Archer Avenue. Section 17-3-0504-H does not apply to this residential building. Section 17-3-0504-I does not apply to this all residential building.*

3. The project complies with the general goals set forth in the Transit Friendly Development Guide: Station Area Typology, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission;

*The Ashland Orange Line CTA train station typology allows for light density in infill opportunities. The proposed two-flat conforms to this typology where residential uses are already abundantly present.*

4. Residential building projects shall not have a number of parking spaces in excess of 50% of the Minimum Automobile Parking Ratio for the applicable district listed in Section 17-10-0207 with any fractional result rounded up to the next higher whole number, unless additional parking spaces are approved as an administrative adjustment under the provisions of Section 17-13-1003-EE; and

*The subject property at 3008 S. Archer Avenue pursuant to 17-13-0303-D seeks relief as an Administrative Adjustment as part of its Type-1 zoning amendment application to allow for two parking space under Section 17-13-1003-EE.*

5. The project complies with the Travel Demand Study and Management Plan rules of the Chicago Department of Transportation. The City's Commissioner of Transportation is authorized to issue Travel Demand Study and Management Plan rules consistent with this section.

*This Specific Criteria is not applicable to this project.*

FINAL FOR PUBLICATION

**NEW 2 UNIT RESIDENTIAL 4 STORY BUILDING**  
CHICAGO 3008 S. ARCHER AVE. ILLINOIS

**DRAWING LIST:**

**ARCHITECTURAL**

- C-1 1st FLOOR - BASEMENT FINISHING
- C-2 2nd DISTANCE PLAN
- C-3 3rd DISTANCE PLAN
- C-4 4th DISTANCE PLAN
- C-5 5th DISTANCE PLAN
- C-6 6th DISTANCE PLAN
- C-7 7th DISTANCE PLAN
- C-8 8th DISTANCE PLAN
- C-9 9th DISTANCE PLAN
- C-10 10th DISTANCE PLAN
- C-11 11th DISTANCE PLAN
- C-12 12th DISTANCE PLAN
- C-13 13th DISTANCE PLAN
- C-14 14th DISTANCE PLAN
- C-15 15th DISTANCE PLAN
- C-16 16th DISTANCE PLAN
- C-17 17th DISTANCE PLAN
- C-18 18th DISTANCE PLAN
- C-19 19th DISTANCE PLAN
- C-20 20th DISTANCE PLAN
- C-21 21st DISTANCE PLAN
- C-22 22nd DISTANCE PLAN
- C-23 23rd DISTANCE PLAN
- C-24 24th DISTANCE PLAN
- C-25 25th DISTANCE PLAN
- C-26 26th DISTANCE PLAN
- C-27 27th DISTANCE PLAN
- C-28 28th DISTANCE PLAN
- C-29 29th DISTANCE PLAN
- C-30 30th DISTANCE PLAN
- C-31 31st DISTANCE PLAN
- C-32 32nd DISTANCE PLAN
- C-33 33rd DISTANCE PLAN
- C-34 34th DISTANCE PLAN
- C-35 35th DISTANCE PLAN
- C-36 36th DISTANCE PLAN
- C-37 37th DISTANCE PLAN
- C-38 38th DISTANCE PLAN
- C-39 39th DISTANCE PLAN
- C-40 40th DISTANCE PLAN
- C-41 41st DISTANCE PLAN
- C-42 42nd DISTANCE PLAN
- C-43 43rd DISTANCE PLAN
- C-44 44th DISTANCE PLAN
- C-45 45th DISTANCE PLAN
- C-46 46th DISTANCE PLAN
- C-47 47th DISTANCE PLAN
- C-48 48th DISTANCE PLAN
- C-49 49th DISTANCE PLAN
- C-50 50th DISTANCE PLAN
- C-51 51st DISTANCE PLAN
- C-52 52nd DISTANCE PLAN
- C-53 53rd DISTANCE PLAN
- C-54 54th DISTANCE PLAN
- C-55 55th DISTANCE PLAN
- C-56 56th DISTANCE PLAN
- C-57 57th DISTANCE PLAN
- C-58 58th DISTANCE PLAN
- C-59 59th DISTANCE PLAN
- C-60 60th DISTANCE PLAN
- C-61 61st DISTANCE PLAN
- C-62 62nd DISTANCE PLAN
- C-63 63rd DISTANCE PLAN
- C-64 64th DISTANCE PLAN
- C-65 65th DISTANCE PLAN
- C-66 66th DISTANCE PLAN
- C-67 67th DISTANCE PLAN
- C-68 68th DISTANCE PLAN
- C-69 69th DISTANCE PLAN
- C-70 70th DISTANCE PLAN
- C-71 71st DISTANCE PLAN
- C-72 72nd DISTANCE PLAN
- C-73 73rd DISTANCE PLAN
- C-74 74th DISTANCE PLAN
- C-75 75th DISTANCE PLAN
- C-76 76th DISTANCE PLAN
- C-77 77th DISTANCE PLAN
- C-78 78th DISTANCE PLAN
- C-79 79th DISTANCE PLAN
- C-80 80th DISTANCE PLAN
- C-81 81st DISTANCE PLAN
- C-82 82nd DISTANCE PLAN
- C-83 83rd DISTANCE PLAN
- C-84 84th DISTANCE PLAN
- C-85 85th DISTANCE PLAN
- C-86 86th DISTANCE PLAN
- C-87 87th DISTANCE PLAN
- C-88 88th DISTANCE PLAN
- C-89 89th DISTANCE PLAN
- C-90 90th DISTANCE PLAN
- C-91 91st DISTANCE PLAN
- C-92 92nd DISTANCE PLAN
- C-93 93rd DISTANCE PLAN
- C-94 94th DISTANCE PLAN
- C-95 95th DISTANCE PLAN
- C-96 96th DISTANCE PLAN
- C-97 97th DISTANCE PLAN
- C-98 98th DISTANCE PLAN
- C-99 99th DISTANCE PLAN
- C-100 100th DISTANCE PLAN

**MECHANICAL / PLUMBING**

- M-1A MECHANICAL NOTES & DETAILS
- M-1B MECHANICAL NOTES & DETAILS
- M-1C MECHANICAL NOTES & DETAILS
- M-2 BASEMENT MECHANICAL PLAN
- M-3 1ST FLOOR MECHANICAL PLAN
- M-4 2ND FLOOR MECHANICAL PLAN
- M-5 3RD FLOOR MECHANICAL PLAN
- M-6 4TH FLOOR MECHANICAL PLAN
- M-7 ROOF MECHANICAL PLAN
- M-8 ROOF MECHANICAL PLAN
- M-9 ROOF MECHANICAL PLAN
- M-10 ROOF MECHANICAL PLAN
- M-11 ROOF MECHANICAL PLAN
- M-12 ROOF MECHANICAL PLAN
- M-13 ROOF MECHANICAL PLAN
- M-14 ROOF MECHANICAL PLAN
- M-15 ROOF MECHANICAL PLAN
- M-16 ROOF MECHANICAL PLAN
- M-17 ROOF MECHANICAL PLAN
- M-18 ROOF MECHANICAL PLAN
- M-19 ROOF MECHANICAL PLAN
- M-20 ROOF MECHANICAL PLAN
- M-21 ROOF MECHANICAL PLAN
- M-22 ROOF MECHANICAL PLAN
- M-23 ROOF MECHANICAL PLAN
- M-24 ROOF MECHANICAL PLAN
- M-25 ROOF MECHANICAL PLAN
- M-26 ROOF MECHANICAL PLAN
- M-27 ROOF MECHANICAL PLAN
- M-28 ROOF MECHANICAL PLAN
- M-29 ROOF MECHANICAL PLAN
- M-30 ROOF MECHANICAL PLAN
- M-31 ROOF MECHANICAL PLAN
- M-32 ROOF MECHANICAL PLAN
- M-33 ROOF MECHANICAL PLAN
- M-34 ROOF MECHANICAL PLAN
- M-35 ROOF MECHANICAL PLAN
- M-36 ROOF MECHANICAL PLAN
- M-37 ROOF MECHANICAL PLAN
- M-38 ROOF MECHANICAL PLAN
- M-39 ROOF MECHANICAL PLAN
- M-40 ROOF MECHANICAL PLAN
- M-41 ROOF MECHANICAL PLAN
- M-42 ROOF MECHANICAL PLAN
- M-43 ROOF MECHANICAL PLAN
- M-44 ROOF MECHANICAL PLAN
- M-45 ROOF MECHANICAL PLAN
- M-46 ROOF MECHANICAL PLAN
- M-47 ROOF MECHANICAL PLAN
- M-48 ROOF MECHANICAL PLAN
- M-49 ROOF MECHANICAL PLAN
- M-50 ROOF MECHANICAL PLAN
- M-51 ROOF MECHANICAL PLAN
- M-52 ROOF MECHANICAL PLAN
- M-53 ROOF MECHANICAL PLAN
- M-54 ROOF MECHANICAL PLAN
- M-55 ROOF MECHANICAL PLAN
- M-56 ROOF MECHANICAL PLAN
- M-57 ROOF MECHANICAL PLAN
- M-58 ROOF MECHANICAL PLAN
- M-59 ROOF MECHANICAL PLAN
- M-60 ROOF MECHANICAL PLAN
- M-61 ROOF MECHANICAL PLAN
- M-62 ROOF MECHANICAL PLAN
- M-63 ROOF MECHANICAL PLAN
- M-64 ROOF MECHANICAL PLAN
- M-65 ROOF MECHANICAL PLAN
- M-66 ROOF MECHANICAL PLAN
- M-67 ROOF MECHANICAL PLAN
- M-68 ROOF MECHANICAL PLAN
- M-69 ROOF MECHANICAL PLAN
- M-70 ROOF MECHANICAL PLAN
- M-71 ROOF MECHANICAL PLAN
- M-72 ROOF MECHANICAL PLAN
- M-73 ROOF MECHANICAL PLAN
- M-74 ROOF MECHANICAL PLAN
- M-75 ROOF MECHANICAL PLAN
- M-76 ROOF MECHANICAL PLAN
- M-77 ROOF MECHANICAL PLAN
- M-78 ROOF MECHANICAL PLAN
- M-79 ROOF MECHANICAL PLAN
- M-80 ROOF MECHANICAL PLAN
- M-81 ROOF MECHANICAL PLAN
- M-82 ROOF MECHANICAL PLAN
- M-83 ROOF MECHANICAL PLAN
- M-84 ROOF MECHANICAL PLAN
- M-85 ROOF MECHANICAL PLAN
- M-86 ROOF MECHANICAL PLAN
- M-87 ROOF MECHANICAL PLAN
- M-88 ROOF MECHANICAL PLAN
- M-89 ROOF MECHANICAL PLAN
- M-90 ROOF MECHANICAL PLAN
- M-91 ROOF MECHANICAL PLAN
- M-92 ROOF MECHANICAL PLAN
- M-93 ROOF MECHANICAL PLAN
- M-94 ROOF MECHANICAL PLAN
- M-95 ROOF MECHANICAL PLAN
- M-96 ROOF MECHANICAL PLAN
- M-97 ROOF MECHANICAL PLAN
- M-98 ROOF MECHANICAL PLAN
- M-99 ROOF MECHANICAL PLAN
- M-100 ROOF MECHANICAL PLAN

**ELECTRICAL**

- E-1 ELECTRICAL SYMBOLS & GENERAL NOTES
- E-2 1ST FLOOR ELECTRICAL PLANS
- E-3 2ND FLOOR ELECTRICAL PLANS
- E-4 3RD FLOOR ELECTRICAL PLANS
- E-5 4TH FLOOR ELECTRICAL PLANS
- E-6 ROOF ELECTRICAL PLANS
- E-7 ROOF ELECTRICAL PLANS
- E-8 ROOF ELECTRICAL PLANS
- E-9 ROOF ELECTRICAL PLANS
- E-10 ROOF ELECTRICAL PLANS
- E-11 ROOF ELECTRICAL PLANS
- E-12 ROOF ELECTRICAL PLANS
- E-13 ROOF ELECTRICAL PLANS
- E-14 ROOF ELECTRICAL PLANS
- E-15 ROOF ELECTRICAL PLANS
- E-16 ROOF ELECTRICAL PLANS
- E-17 ROOF ELECTRICAL PLANS
- E-18 ROOF ELECTRICAL PLANS
- E-19 ROOF ELECTRICAL PLANS
- E-20 ROOF ELECTRICAL PLANS
- E-21 ROOF ELECTRICAL PLANS
- E-22 ROOF ELECTRICAL PLANS
- E-23 ROOF ELECTRICAL PLANS
- E-24 ROOF ELECTRICAL PLANS
- E-25 ROOF ELECTRICAL PLANS
- E-26 ROOF ELECTRICAL PLANS
- E-27 ROOF ELECTRICAL PLANS
- E-28 ROOF ELECTRICAL PLANS
- E-29 ROOF ELECTRICAL PLANS
- E-30 ROOF ELECTRICAL PLANS
- E-31 ROOF ELECTRICAL PLANS
- E-32 ROOF ELECTRICAL PLANS
- E-33 ROOF ELECTRICAL PLANS
- E-34 ROOF ELECTRICAL PLANS
- E-35 ROOF ELECTRICAL PLANS
- E-36 ROOF ELECTRICAL PLANS
- E-37 ROOF ELECTRICAL PLANS
- E-38 ROOF ELECTRICAL PLANS
- E-39 ROOF ELECTRICAL PLANS
- E-40 ROOF ELECTRICAL PLANS
- E-41 ROOF ELECTRICAL PLANS
- E-42 ROOF ELECTRICAL PLANS
- E-43 ROOF ELECTRICAL PLANS
- E-44 ROOF ELECTRICAL PLANS
- E-45 ROOF ELECTRICAL PLANS
- E-46 ROOF ELECTRICAL PLANS
- E-47 ROOF ELECTRICAL PLANS
- E-48 ROOF ELECTRICAL PLANS
- E-49 ROOF ELECTRICAL PLANS
- E-50 ROOF ELECTRICAL PLANS
- E-51 ROOF ELECTRICAL PLANS
- E-52 ROOF ELECTRICAL PLANS
- E-53 ROOF ELECTRICAL PLANS
- E-54 ROOF ELECTRICAL PLANS
- E-55 ROOF ELECTRICAL PLANS
- E-56 ROOF ELECTRICAL PLANS
- E-57 ROOF ELECTRICAL PLANS
- E-58 ROOF ELECTRICAL PLANS
- E-59 ROOF ELECTRICAL PLANS
- E-60 ROOF ELECTRICAL PLANS
- E-61 ROOF ELECTRICAL PLANS
- E-62 ROOF ELECTRICAL PLANS
- E-63 ROOF ELECTRICAL PLANS
- E-64 ROOF ELECTRICAL PLANS
- E-65 ROOF ELECTRICAL PLANS
- E-66 ROOF ELECTRICAL PLANS
- E-67 ROOF ELECTRICAL PLANS
- E-68 ROOF ELECTRICAL PLANS
- E-69 ROOF ELECTRICAL PLANS
- E-70 ROOF ELECTRICAL PLANS
- E-71 ROOF ELECTRICAL PLANS
- E-72 ROOF ELECTRICAL PLANS
- E-73 ROOF ELECTRICAL PLANS
- E-74 ROOF ELECTRICAL PLANS
- E-75 ROOF ELECTRICAL PLANS
- E-76 ROOF ELECTRICAL PLANS
- E-77 ROOF ELECTRICAL PLANS
- E-78 ROOF ELECTRICAL PLANS
- E-79 ROOF ELECTRICAL PLANS
- E-80 ROOF ELECTRICAL PLANS
- E-81 ROOF ELECTRICAL PLANS
- E-82 ROOF ELECTRICAL PLANS
- E-83 ROOF ELECTRICAL PLANS
- E-84 ROOF ELECTRICAL PLANS
- E-85 ROOF ELECTRICAL PLANS
- E-86 ROOF ELECTRICAL PLANS
- E-87 ROOF ELECTRICAL PLANS
- E-88 ROOF ELECTRICAL PLANS
- E-89 ROOF ELECTRICAL PLANS
- E-90 ROOF ELECTRICAL PLANS
- E-91 ROOF ELECTRICAL PLANS
- E-92 ROOF ELECTRICAL PLANS
- E-93 ROOF ELECTRICAL PLANS
- E-94 ROOF ELECTRICAL PLANS
- E-95 ROOF ELECTRICAL PLANS
- E-96 ROOF ELECTRICAL PLANS
- E-97 ROOF ELECTRICAL PLANS
- E-98 ROOF ELECTRICAL PLANS
- E-99 ROOF ELECTRICAL PLANS
- E-100 ROOF ELECTRICAL PLANS

**STRUCTURAL**

- S-1 GENERAL NOTES
- S-2 FOUNDATION & FIRST FLOOR FRAMING PLAN
- S-3 2ND & 3RD FLOOR FRAMING
- S-4 4TH FLOOR & ROOF FRAMING PLAN
- S-5 FOUNDATION DETAILS
- S-6 ROOF DETAILS
- S-7 ROOF DETAILS
- S-8 ROOF DETAILS
- S-9 ROOF DETAILS
- S-10 ROOF DETAILS
- S-11 ROOF DETAILS
- S-12 ROOF DETAILS
- S-13 ROOF DETAILS
- S-14 ROOF DETAILS
- S-15 ROOF DETAILS
- S-16 ROOF DETAILS
- S-17 ROOF DETAILS
- S-18 ROOF DETAILS
- S-19 ROOF DETAILS
- S-20 ROOF DETAILS
- S-21 ROOF DETAILS
- S-22 ROOF DETAILS
- S-23 ROOF DETAILS
- S-24 ROOF DETAILS
- S-25 ROOF DETAILS
- S-26 ROOF DETAILS
- S-27 ROOF DETAILS
- S-28 ROOF DETAILS
- S-29 ROOF DETAILS
- S-30 ROOF DETAILS
- S-31 ROOF DETAILS
- S-32 ROOF DETAILS
- S-33 ROOF DETAILS
- S-34 ROOF DETAILS
- S-35 ROOF DETAILS
- S-36 ROOF DETAILS
- S-37 ROOF DETAILS
- S-38 ROOF DETAILS
- S-39 ROOF DETAILS
- S-40 ROOF DETAILS
- S-41 ROOF DETAILS
- S-42 ROOF DETAILS
- S-43 ROOF DETAILS
- S-44 ROOF DETAILS
- S-45 ROOF DETAILS
- S-46 ROOF DETAILS
- S-47 ROOF DETAILS
- S-48 ROOF DETAILS
- S-49 ROOF DETAILS
- S-50 ROOF DETAILS
- S-51 ROOF DETAILS
- S-52 ROOF DETAILS
- S-53 ROOF DETAILS
- S-54 ROOF DETAILS
- S-55 ROOF DETAILS
- S-56 ROOF DETAILS
- S-57 ROOF DETAILS
- S-58 ROOF DETAILS
- S-59 ROOF DETAILS
- S-60 ROOF DETAILS
- S-61 ROOF DETAILS
- S-62 ROOF DETAILS
- S-63 ROOF DETAILS
- S-64 ROOF DETAILS
- S-65 ROOF DETAILS
- S-66 ROOF DETAILS
- S-67 ROOF DETAILS
- S-68 ROOF DETAILS
- S-69 ROOF DETAILS
- S-70 ROOF DETAILS
- S-71 ROOF DETAILS
- S-72 ROOF DETAILS
- S-73 ROOF DETAILS
- S-74 ROOF DETAILS
- S-75 ROOF DETAILS
- S-76 ROOF DETAILS
- S-77 ROOF DETAILS
- S-78 ROOF DETAILS
- S-79 ROOF DETAILS
- S-80 ROOF DETAILS
- S-81 ROOF DETAILS
- S-82 ROOF DETAILS
- S-83 ROOF DETAILS
- S-84 ROOF DETAILS
- S-85 ROOF DETAILS
- S-86 ROOF DETAILS
- S-87 ROOF DETAILS
- S-88 ROOF DETAILS
- S-89 ROOF DETAILS
- S-90 ROOF DETAILS
- S-91 ROOF DETAILS
- S-92 ROOF DETAILS
- S-93 ROOF DETAILS
- S-94 ROOF DETAILS
- S-95 ROOF DETAILS
- S-96 ROOF DETAILS
- S-97 ROOF DETAILS
- S-98 ROOF DETAILS
- S-99 ROOF DETAILS
- S-100 ROOF DETAILS

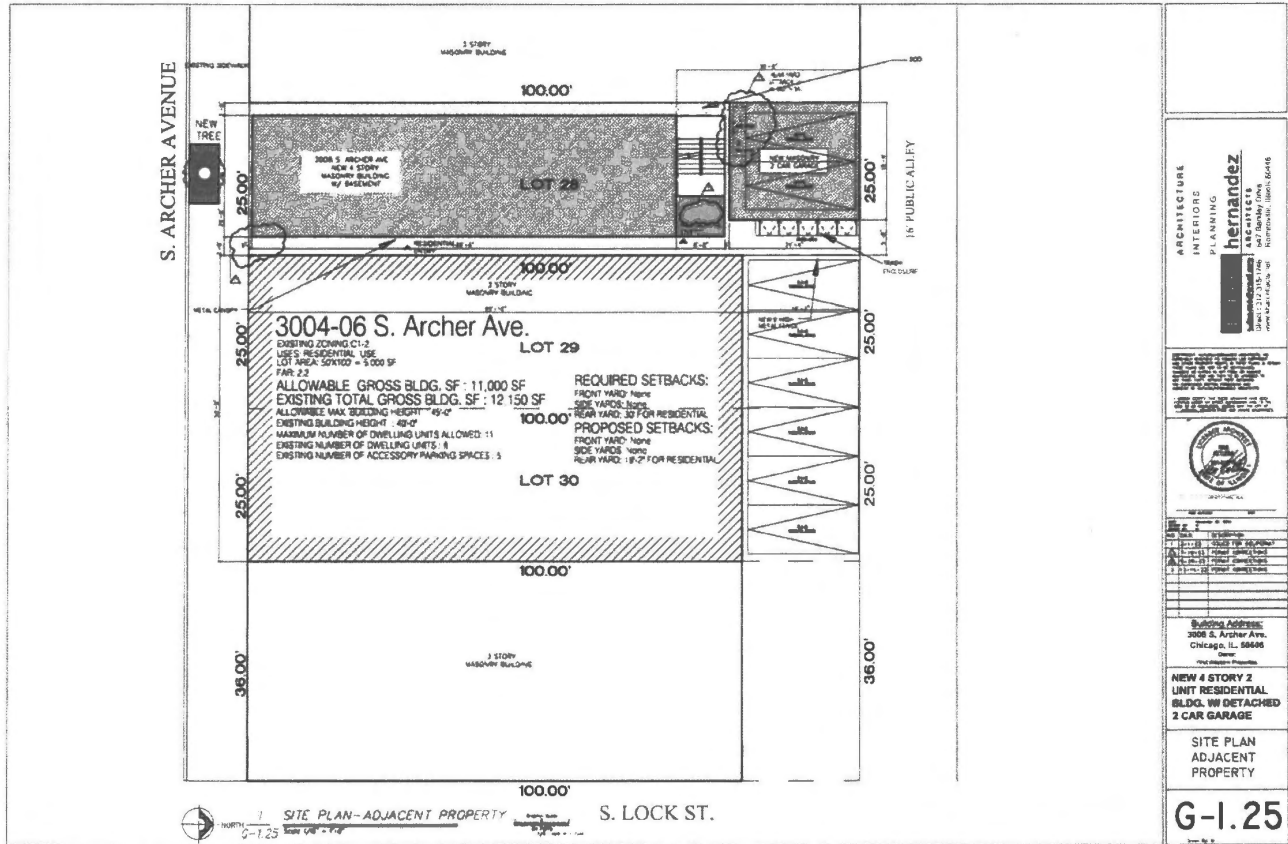
**ARCHITECTURE**  
**INTERIORS**  
**PLANNING**  
**HERNANDEZ**  
ARCHITECTS  
1111 N. LA SALLE ST. SUITE 200  
CHICAGO, IL 60610  
TEL: 312.467.1111  
WWW.HERNANDEZARCHITECTS.COM

**3008 S. ARCHER AVE.**  
**NEW 4 STORY MASONRY BUILDING w/ BASEMENT**

**ARCHITECTURE**  
**INTERIORS**  
**PLANNING**  
**HERNANDEZ**  
ARCHITECTS  
1111 N. LA SALLE ST. SUITE 200  
CHICAGO, IL 60610  
TEL: 312.467.1111  
WWW.HERNANDEZARCHITECTS.COM

**1 SITE PLAN**  
**G-1**

PLANS FOR PUBLICATION



ARCHITECTURE  
 INTERIOR  
 PLANNING  
**hermandez**  
 ARCHITECTS  
 300 S. Dearborn Street, Suite 200  
 Chicago, IL 60606  
 Tel: (773) 327-1100  
 Fax: (773) 327-1101  
 www.hermandezarch.com

NO. 1	NO. 2	NO. 3	NO. 4	NO. 5	NO. 6	NO. 7	NO. 8	NO. 9	NO. 10

Building Address:  
 3004 S. Archer Ave.  
 Chicago, IL 60606

**NEW 4 STORY 2 UNIT RESIDENTIAL BLDG. W/ DETACHED 2 CAR GARAGE**

SITE PLAN ADJACENT PROPERTY

G-I.25



**PLANT LIST**

SYMBOL	NAME	QUANTITY	DATE	REVISION
1	SHADE TREES - PINE	1	03/20/24	
2	DECOUDED SHRUBS	1	03/20/24	

**GENERAL CONSTRUCTION NOTES**

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CHICAGO BUILDING CODE AND ALL APPLICABLE ORDINANCES.
2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHICAGO DEPARTMENT OF PERMITS AND INSPECTION.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHICAGO DEPARTMENT OF PERMITS AND INSPECTION.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHICAGO DEPARTMENT OF PERMITS AND INSPECTION.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CHICAGO DEPARTMENT OF PERMITS AND INSPECTION.

**OWNER'S STATEMENT**

I, the undersigned, acknowledge that the landscape plan shown on the attached landscape plan for the property at 3025 S. ARCHER AVE., CHICAGO, ILLINOIS, is the best of the undersigned applicant's knowledge, best interest and will be installed, maintained and replaced as required by ordinance and subsequent orders in accordance with the requirements of Title 16, Chapter 23 of the CHICAGO MUNICIPAL CODE, THE LANDSCAPING STANDARDS OF THE CHICAGO ZONING ORDINANCE, AND THE RULES OF THE CHICAGO LANDSCAPE DEPARTMENT.

**ARCHITECT'S STATEMENT**

I, the undersigned architect, acknowledge that the landscape plan and construction details shown on the attached landscape plan for the property at 3025 S. ARCHER AVE., CHICAGO, ILLINOIS, are prepared in accordance with the requirements of Title 16, Chapter 23 of the CHICAGO MUNICIPAL CODE, THE LANDSCAPING STANDARDS OF THE CHICAGO ZONING ORDINANCE, AND THE RULES OF THE CHICAGO LANDSCAPE DEPARTMENT.

ARCHITECT'S SIGNATURE & STAMP

**LANDSCAPE PLAN**  
Scale: 1/8" = 1'-0"

**WOOD FENCE ELEVATION**

1. MASONRY FENCE DETAILS

2. FENCE DETAILS

3. WOOD FENCE DETAILS

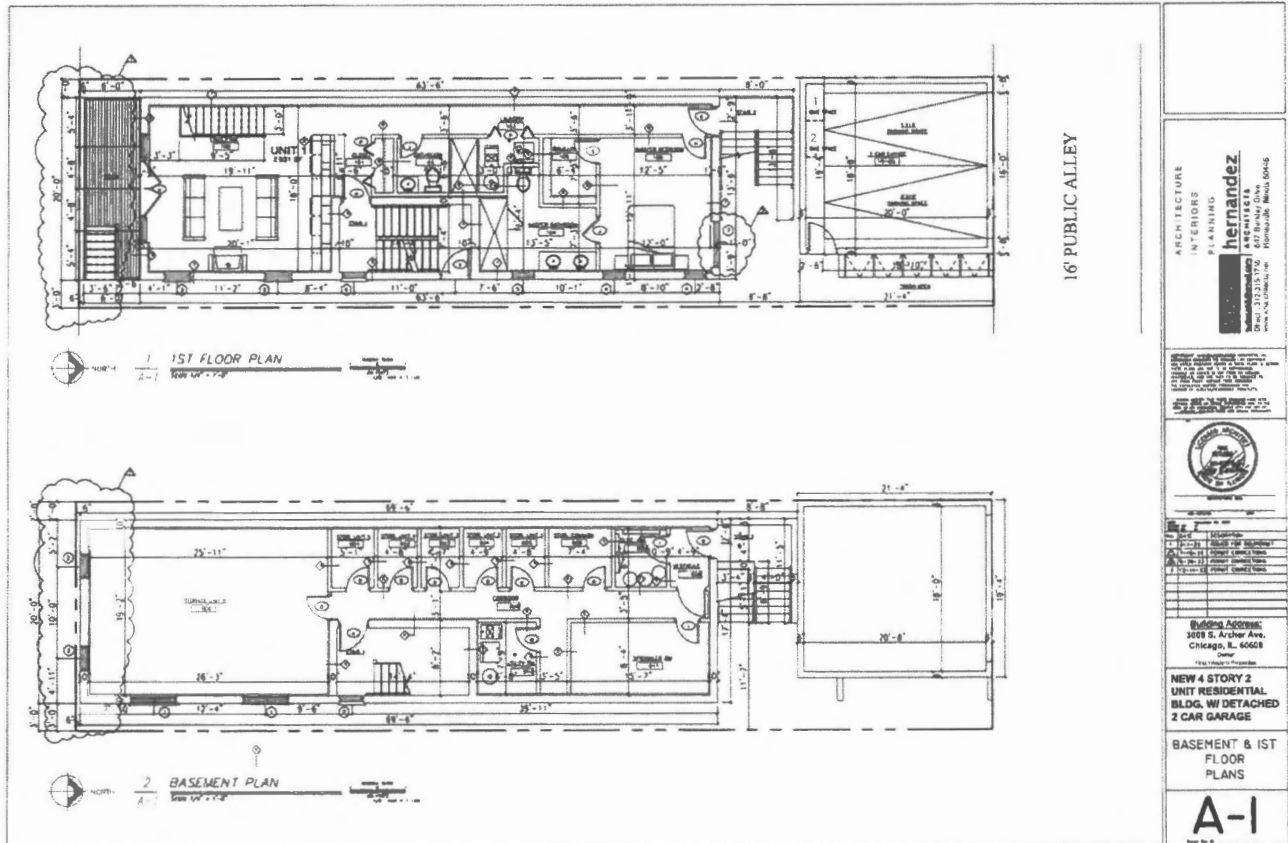
4. TREE PLANTING DETAIL W/ GRATE

ARCHITECTURE  
INTERIORS  
PLANNING  
**hernandez**  
ARCHITECTS  
3025 S. ARCHER AVE., CHICAGO, IL 60608  
TEL: 773-233-1100  
WWW.HERNANDEZARCHITECTS.COM

**NEW 4 STORY 2 UNIT RESIDENTIAL BLDG. W/ DETACHED 2 CAR GARAGE**

LANDSCAPE PLAN

**L-1**



FOR REPLICATION

**3RD FLOOR PLAN**  
Scale: 1/8" = 1'-0"

**2ND FLOOR PLAN**  
Scale: 1/8" = 1'-0"

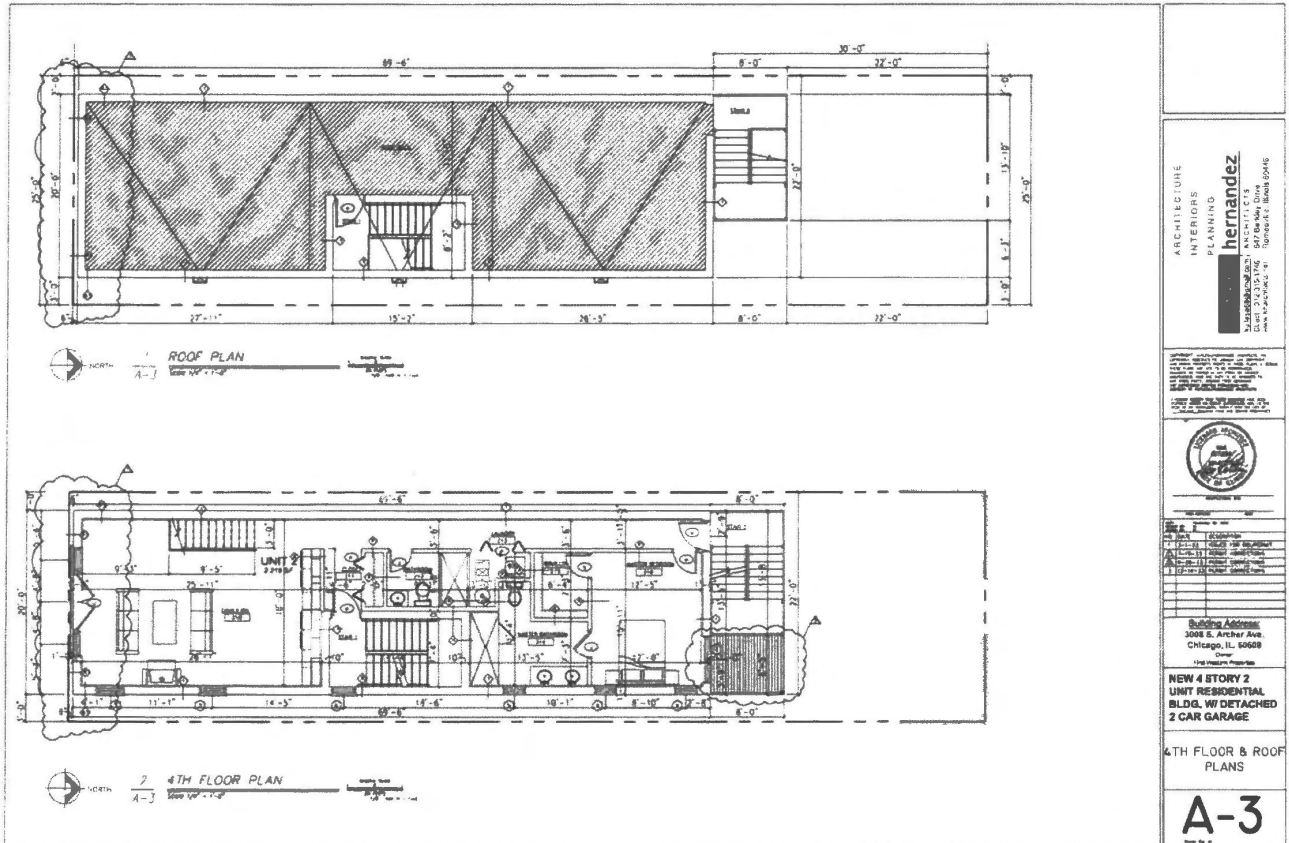
**ARCHITECTURE INTERIORS PLANNING hernandez architects**  
3008 S. Archer Ave., Chicago, IL 60608  
Tel: 312.333.1166  
Fax: 312.333.1167  
www.hernandezarchitects.com

**NEW 4 STORY 2 UNIT RESIDENTIAL BLDG. W/ DETACHED 2 CAR GARAGE**

**2ND & 3RD FLOOR PLANS**

**A-2**

FINAL FOR PUBLICATION



ARCHITECTURE  
INTERIORS  
PLANNING  
**hernandez**  
ARCHITECTS  
1111 N. LAUREL ST. SUITE 200  
CHICAGO, IL 60610  
TEL: 312.321.1111 FAX: 312.321.1112  
WWW.HERNANDEZARCHITECTS.COM

Professional Engineer  
No. 043-000000-0000-0000  
State of Illinois  
Professional Engineer  
No. 043-000000-0000-0000  
State of Illinois



Building Address:  
3008 S. Archer Ave.  
Chicago, IL 60608  
Owner:  
1700 Residential Construction

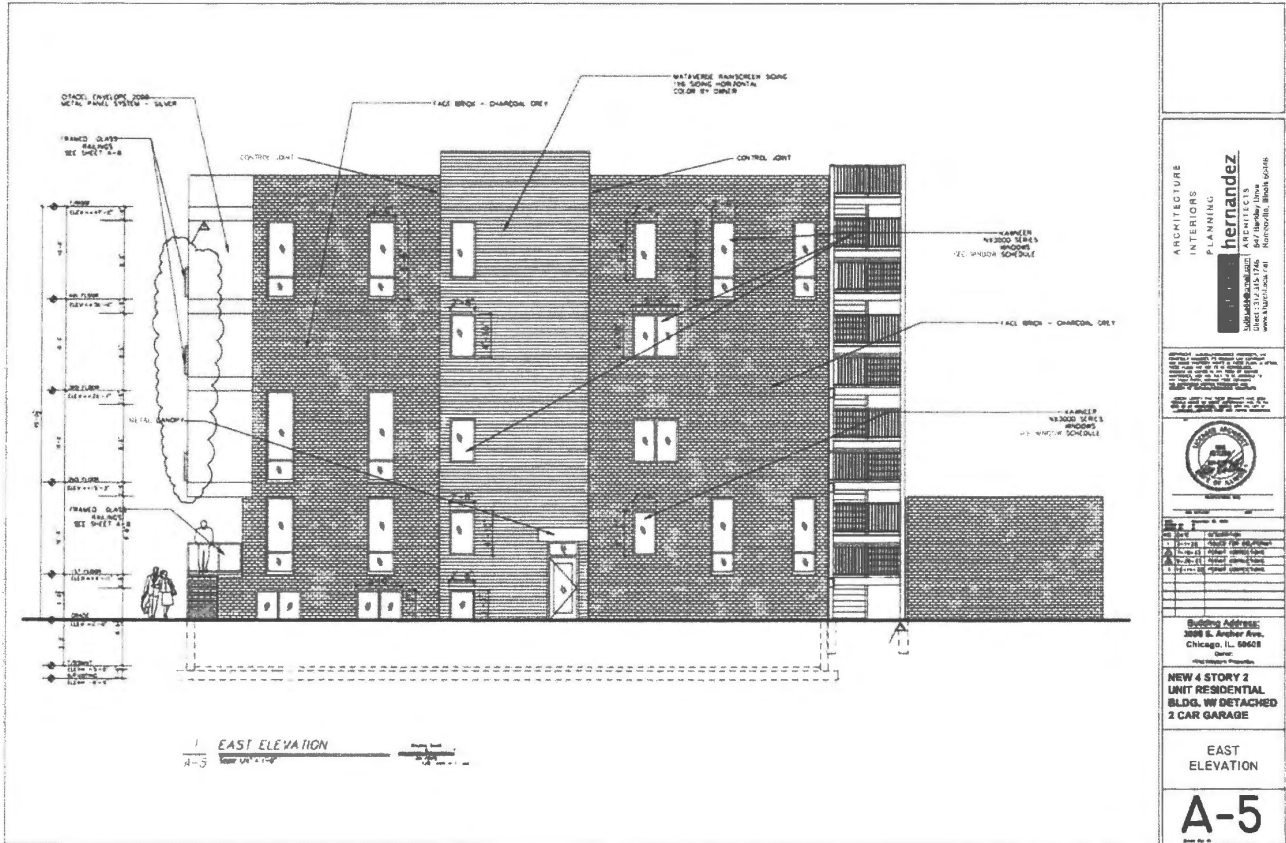
**NEW 4 STORY 2  
UNIT RESIDENTIAL  
BLDG. W/ DETACHED  
2 CAR GARAGE**

**4TH FLOOR & ROOF  
PLANS**

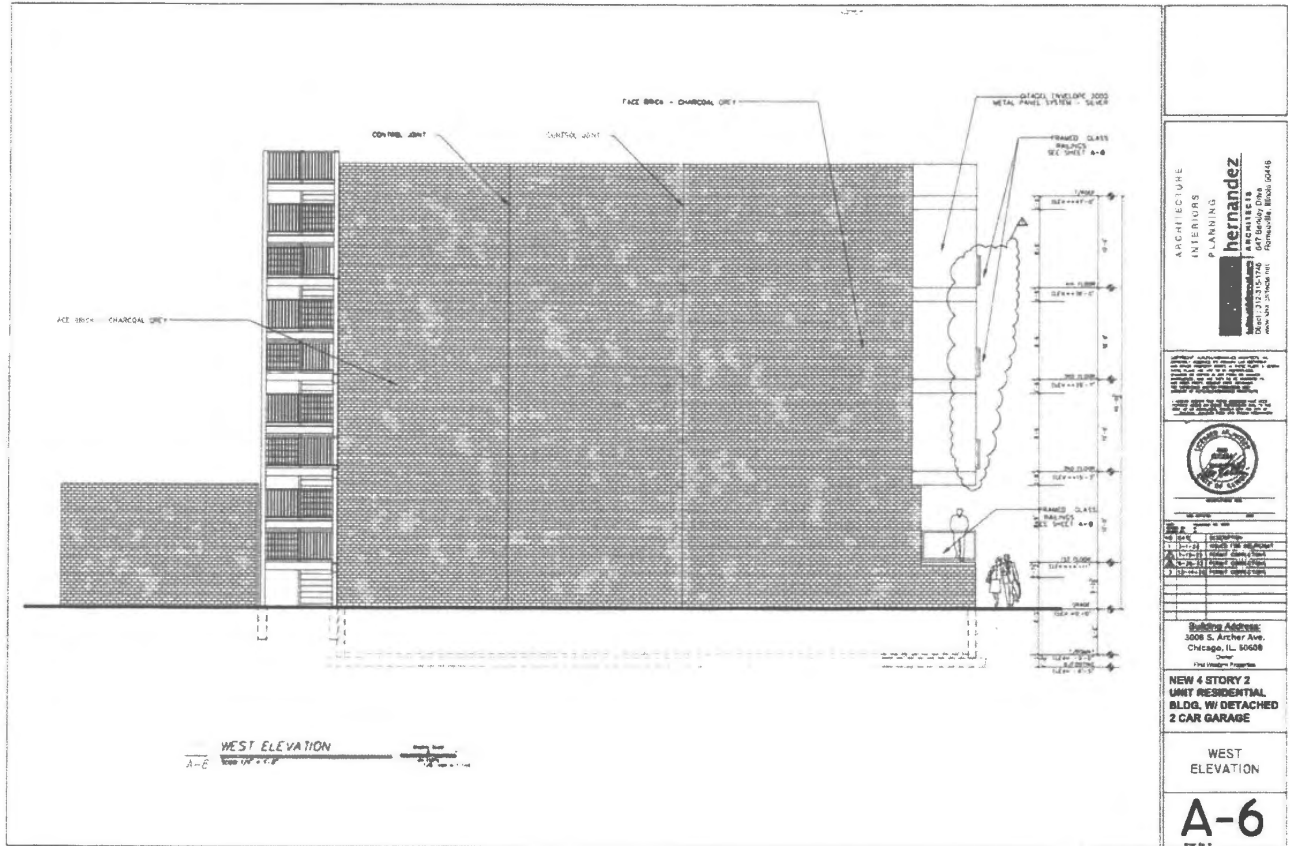
**A-3**



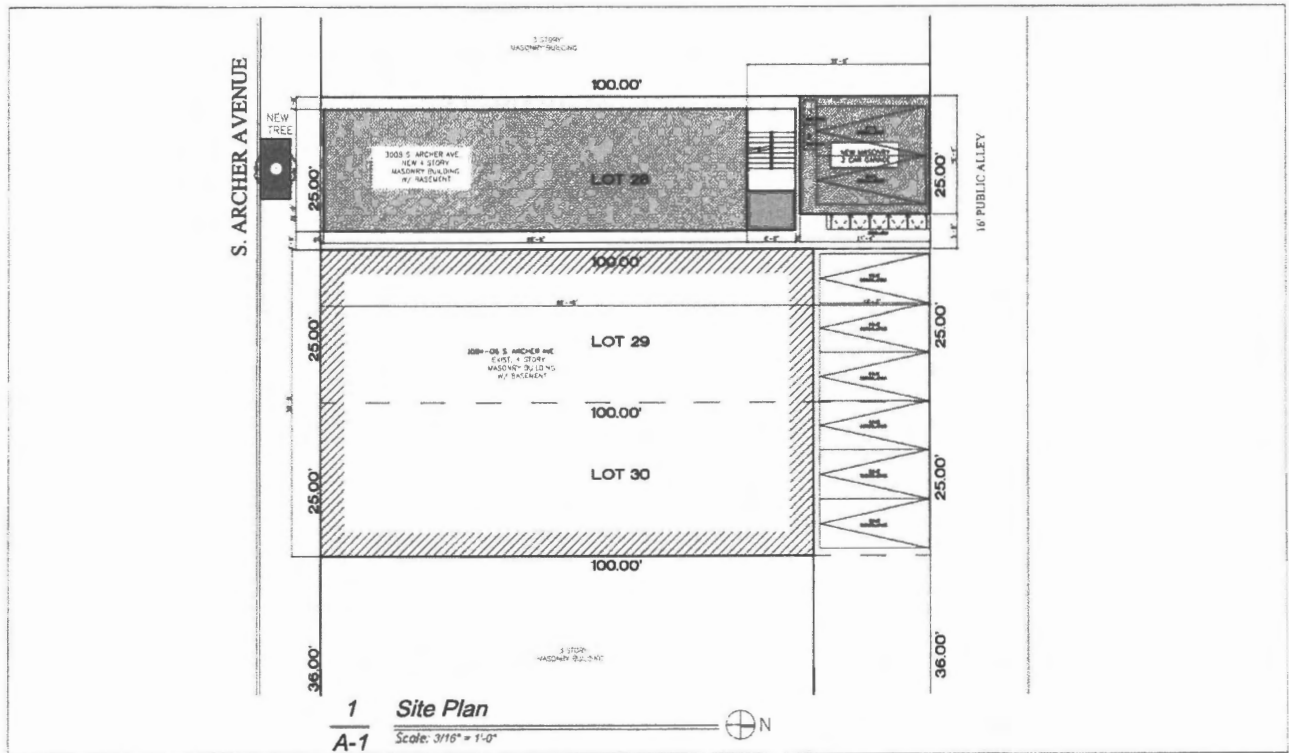
FINAL FOR PERMITS



FINAL FOR PUBLICATION



FILE FOR EDUCATION



FIRST WESTERN PROPERTIES

**hernandez**  
ARCHITECTS

**EXISTING RESIDENTIAL BUILDING**

CHICAGO

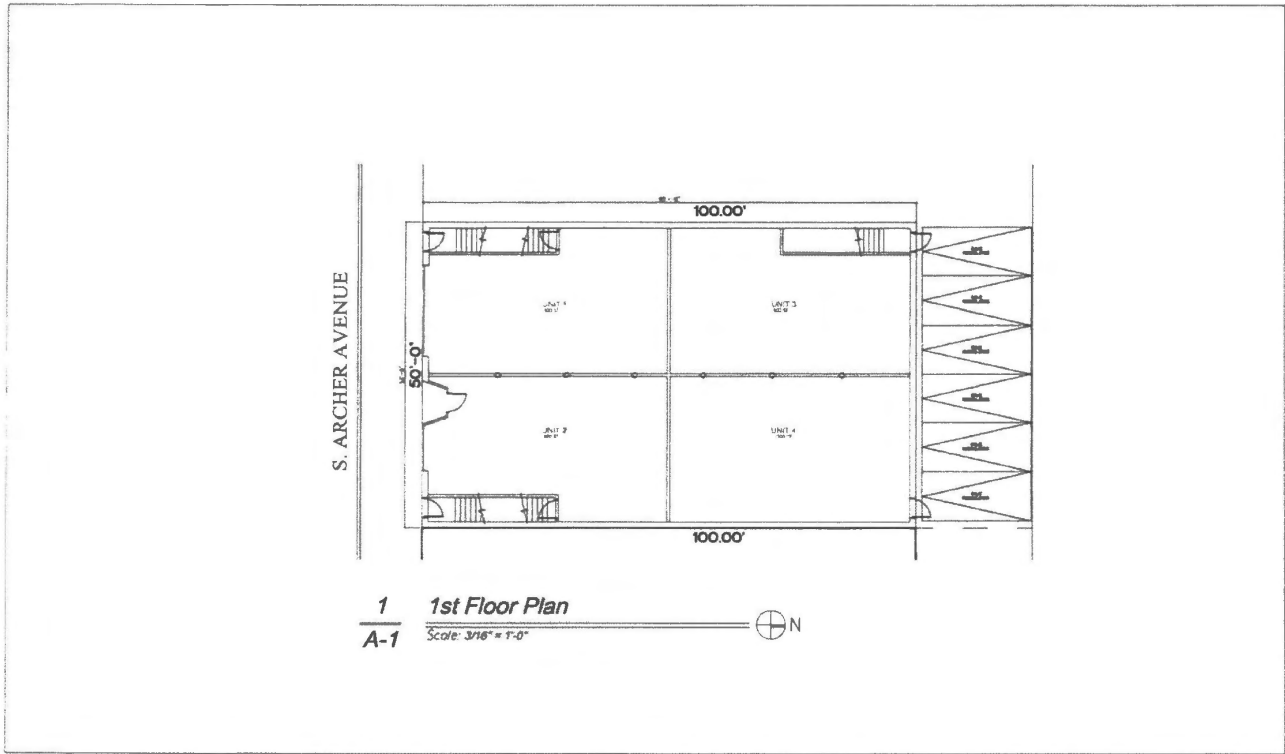
**3004-06 S. ARCHER AVE.**

ILLINOIS

5.18.23



FOR PERMITS



FIRST WESTERN PROPERTIES

**hernandez**  
ARCHITECTS

**EXISTING RESIDENTIAL BUILDING**

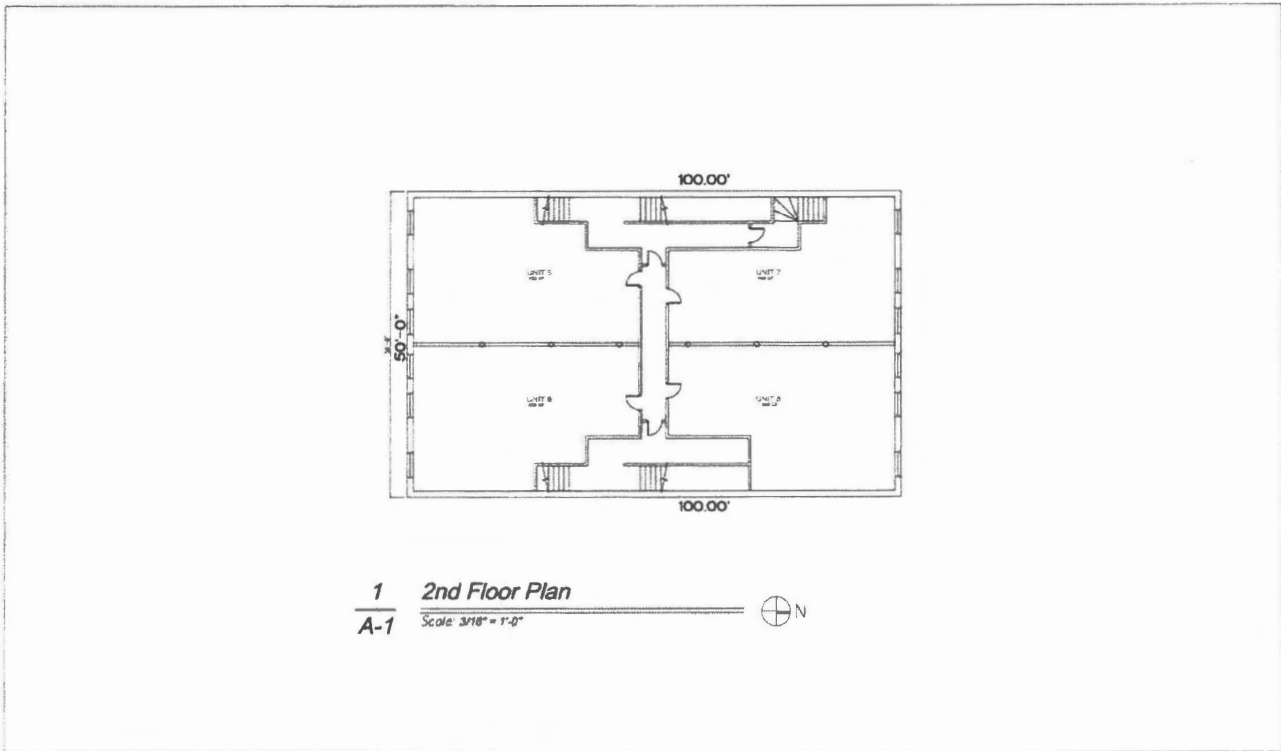
CHICAGO

**3004-06 S. ARCHER AVE.**

ILLINOIS

3.19.23

FINAL FOR PUBLICATION



1 2nd Floor Plan  
A-1 Scale: 3/16" = 1'-0" 

FIRST WESTERN PROPERTIES

 **hernandez**  
ARCHITECTS

CHICAGO

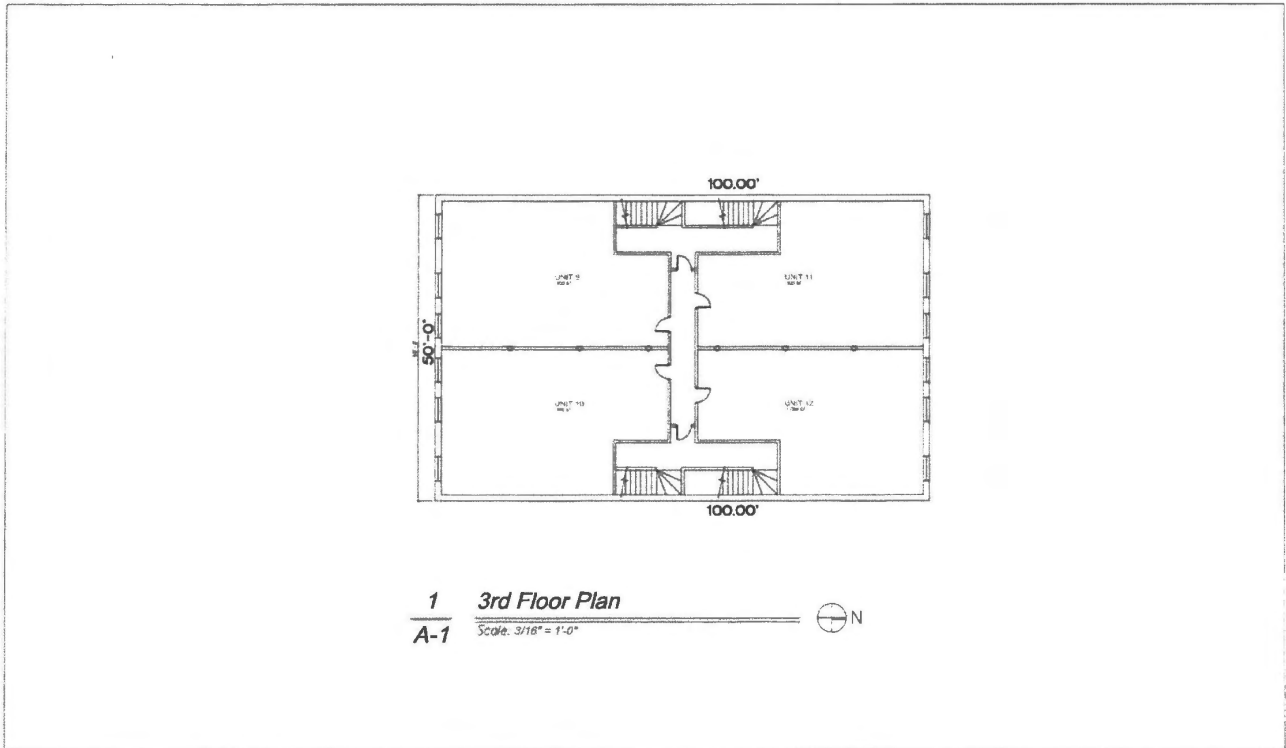
**EXISTING RESIDENTIAL BUILDING**

**3004-06 S. ARCHER AVE.**

ILLINOIS

8.19.23

2430 FOR PUBLICATION



1 3rd Floor Plan  
A-1 Scale: 3/16" = 1'-0" 

FIRST WESTERN PROPERTIES

 **hernandez**  
ARCHITECTS

CHICAGO

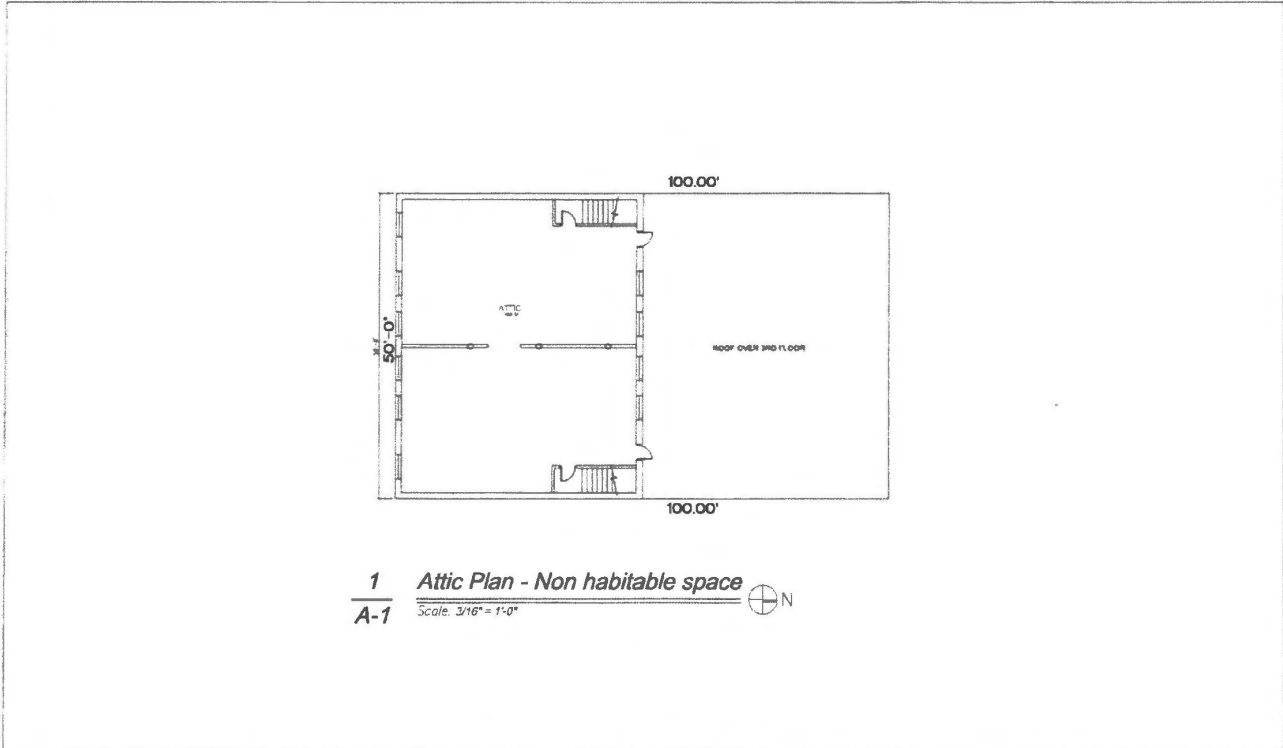
**EXISTING RESIDENTIAL BUILDING**

**3004-06 S. ARCHER AVE.**

ILLINOIS

6.18.23

NOT FOR CONSTRUCTION



**1** Attic Plan - Non habitable space   
**A-1** Scale: 3/16" = 1'-0"

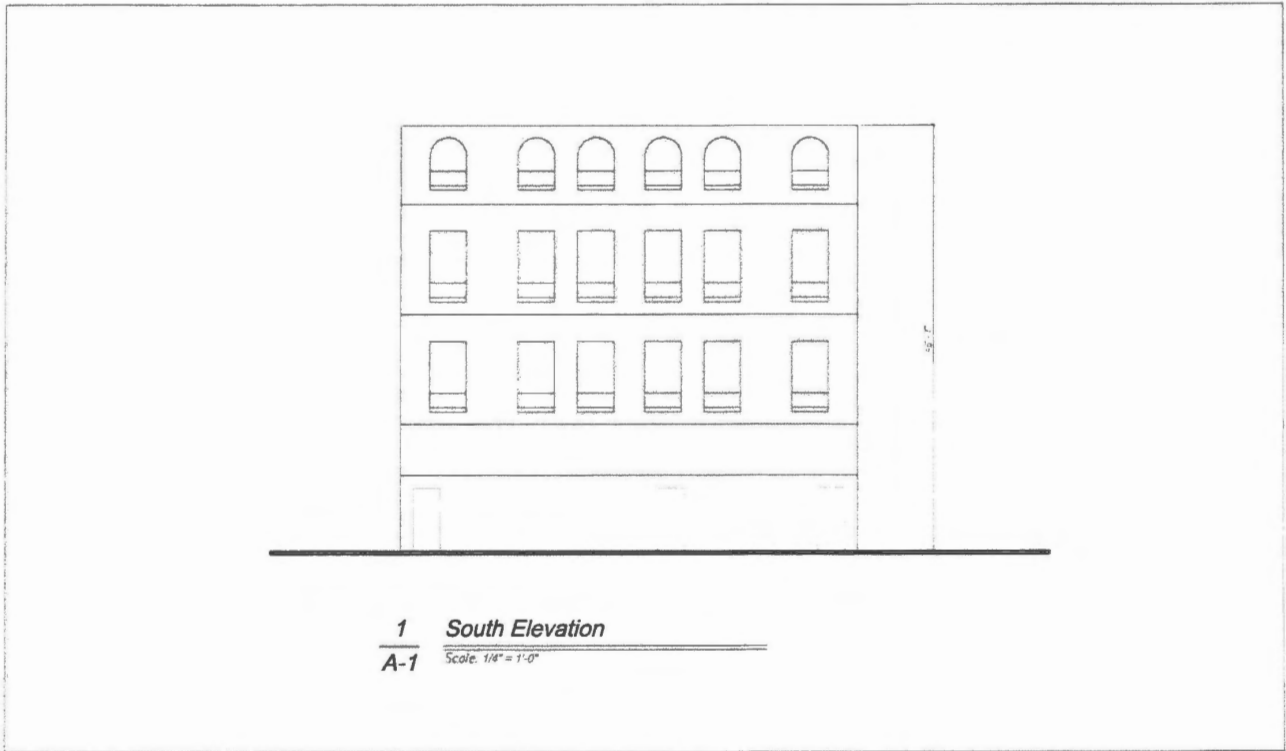
FIRST WESTERN PROPERTIES

 **hernandez**  
ARCHITECTS

**EXISTING RESIDENTIAL BUILDING**  
CHICAGO ILLINOIS  
**3004-06 S. ARCHER AVE.**

5.18.23

NOT TO SCALE



**1** *South Elevation*  
**A-1** *Scale: 1/4" = 1'-0"*

FIRST WESTERN PROPERTIES

**Antles** **hernandez**  
ARCHITECTS

**EXISTING RESIDENTIAL BUILDING**

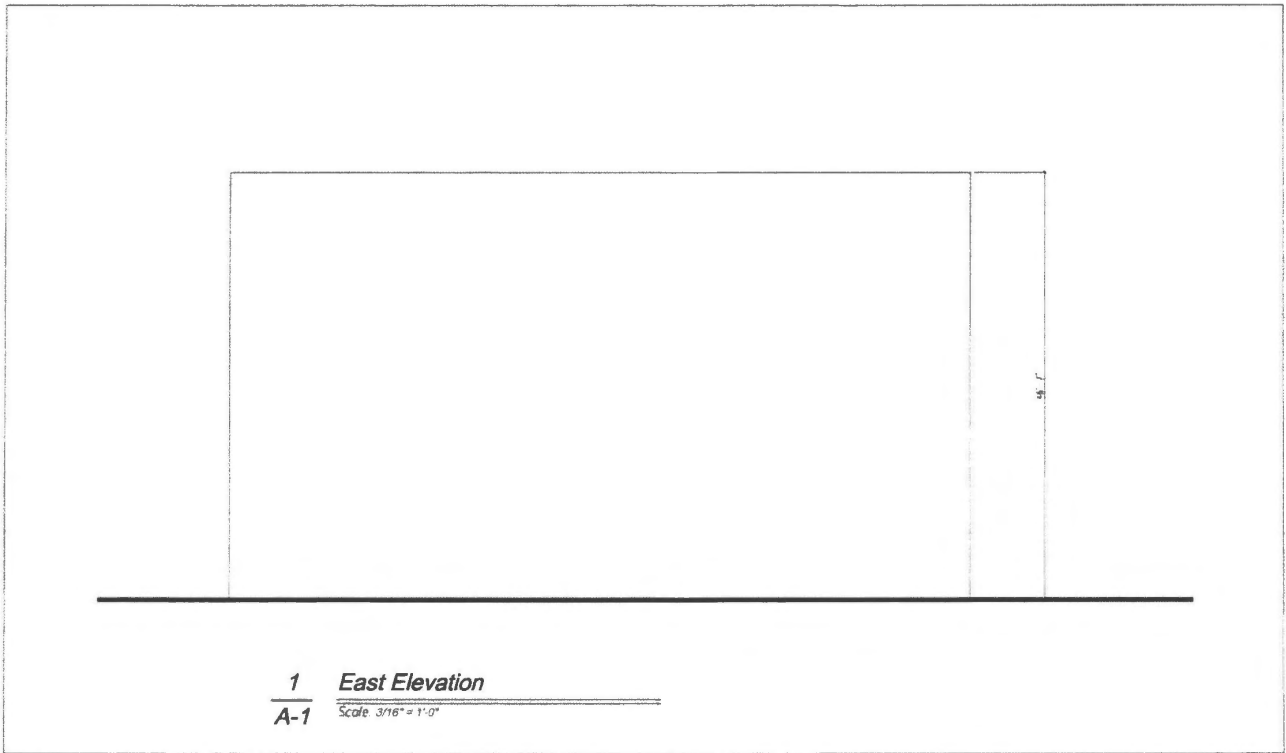
CHICAGO

**3004-06 S. ARCHER AVE.**

ILLINOIS

9.19.23

FOR INFORMATION



FIRST WESTERN PROPERTIES

**hernandez**  
ARCHITECTS

**EXISTING RESIDENTIAL BUILDING**

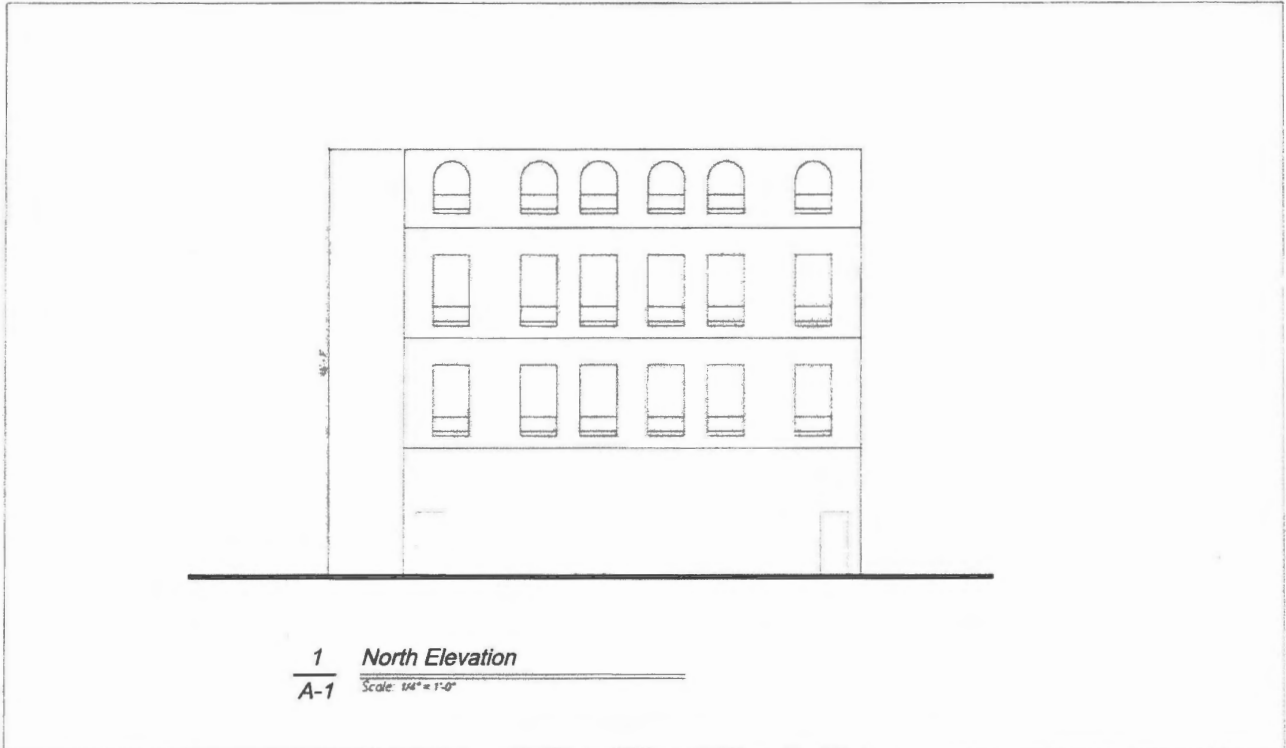
CHICAGO

**3004-06 S. ARCHER AVE.**

ILLINOIS

3-18-23

FOR PUBLICATION!



1 *North Elevation*  
A-1 *Scale: 1/4" = 1'-0"*

FIRST WESTERN PROPERTIES

**knitless hernandez**  
ARCHITECTS

CHICAGO

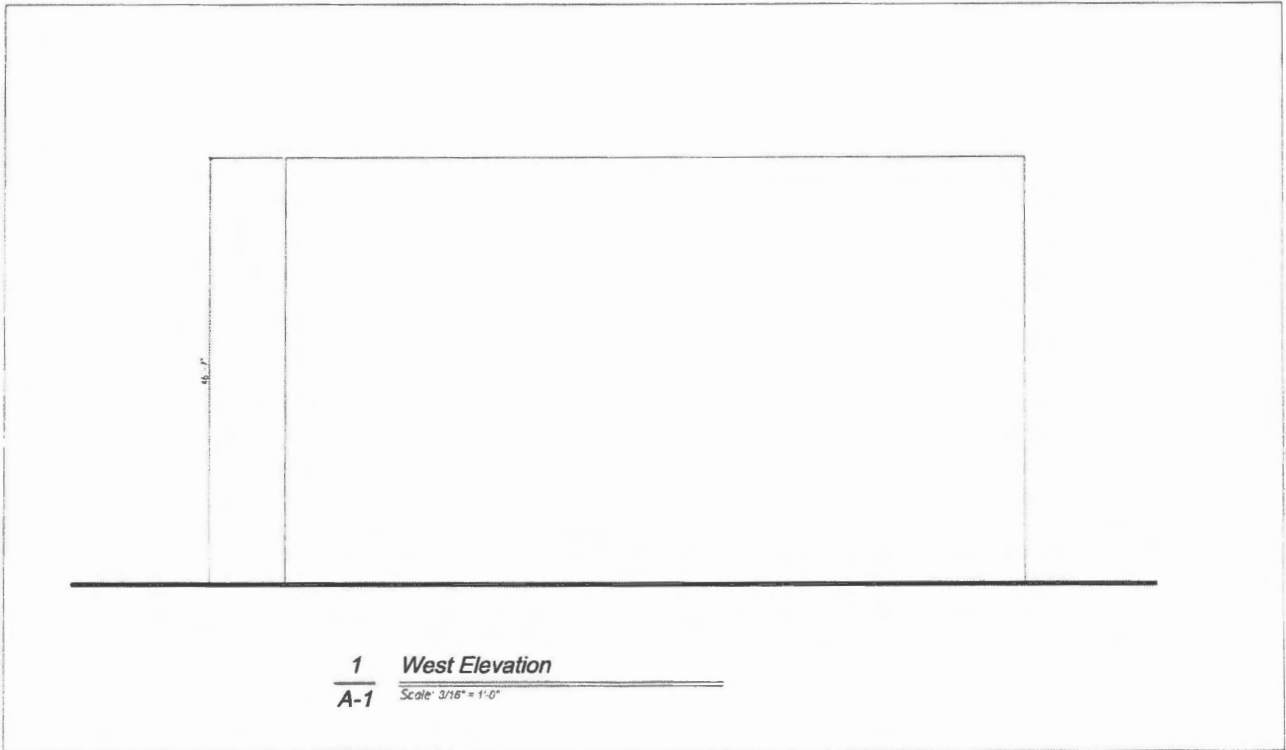
**EXISTING RESIDENTIAL BUILDING**

**3004-06 S. ARCHER AVE.**

ILLINOIS

0.10.23

FOR APPLICATION



FIRST WESTERN PROPERTIES

**hernandez**  
ARCHITECTS

CHICAGO

**EXISTING RESIDENTIAL BUILDING**

**3004-06 S. ARCHER AVE.**

ILLINOIS

9-19-23



*Reclassification Of Area Shown On Map No. 6-H.*

(As Amended)

(Application No. 22363T1)

(Common Address: 2301 S. Oakley Ave.)

[SO2024-0007738]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 6-H in the area bounded by:

West 23<sup>rd</sup> Street; the public alley next east of and parallel to South Oakley Avenue; a line 24.60 feet south of and parallel to West 23<sup>rd</sup> Street; and South Oakley Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Existing Site Plan; Existing Basement, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floor Plans;  
Final Proposed First Floor Plan (Pending Window Changes);  
Final Proposed First Floor Plan (New Windows  
Highlighted); and Existing North, South,  
East and West Building Elevations  
attached to this ordinance  
printed on pages 10488  
through 10494 of  
this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

**TYPE 1 ZONING AMENDMENT  
PROJECT NARRATIVE AND PLANS  
2301 S. OAKLEY AVENUE**

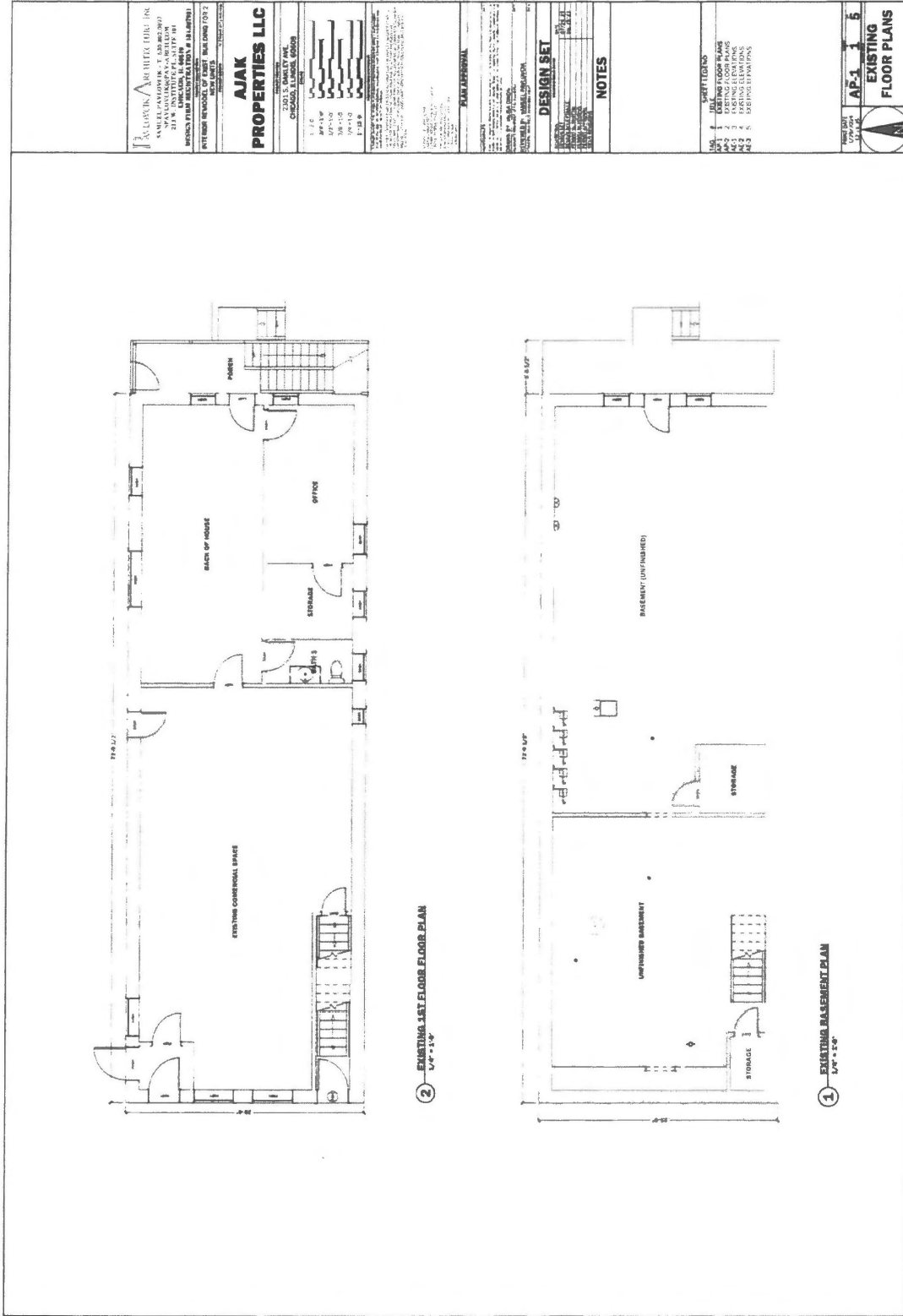
The Applicant seeks to rezone from RS-3 Residential Single-Unit (Detached House) District to a RM-5 Residential Multi-Unit District.

The property is currently improved with a 3-story mixed-use building consisting of vacant ground floor commercial and 4 dwelling units above. The applicant is seeking a rezoning to allow for the renovation of the vacant ground floor commercial space into 2 dwelling units. The building will have a total of 6 dwelling units. All work will be done on the interior of the building. The building height will remain at 32 feet. 0 parking is provided. Pursuant to Section 17-13-0303-D the Applicant seeks an administrative adjustment for parking relief under Section 17-13-1001-EE to reduce the parking space requirement by 100% from two parking spaces to zero. No commercial space will be provided. Per 17-10-0102-B, the subject property is a Transit-Served Location and meets the half-mile distance to the Western Pink Line Station entrance or exit.

**Project Bulk and Density**

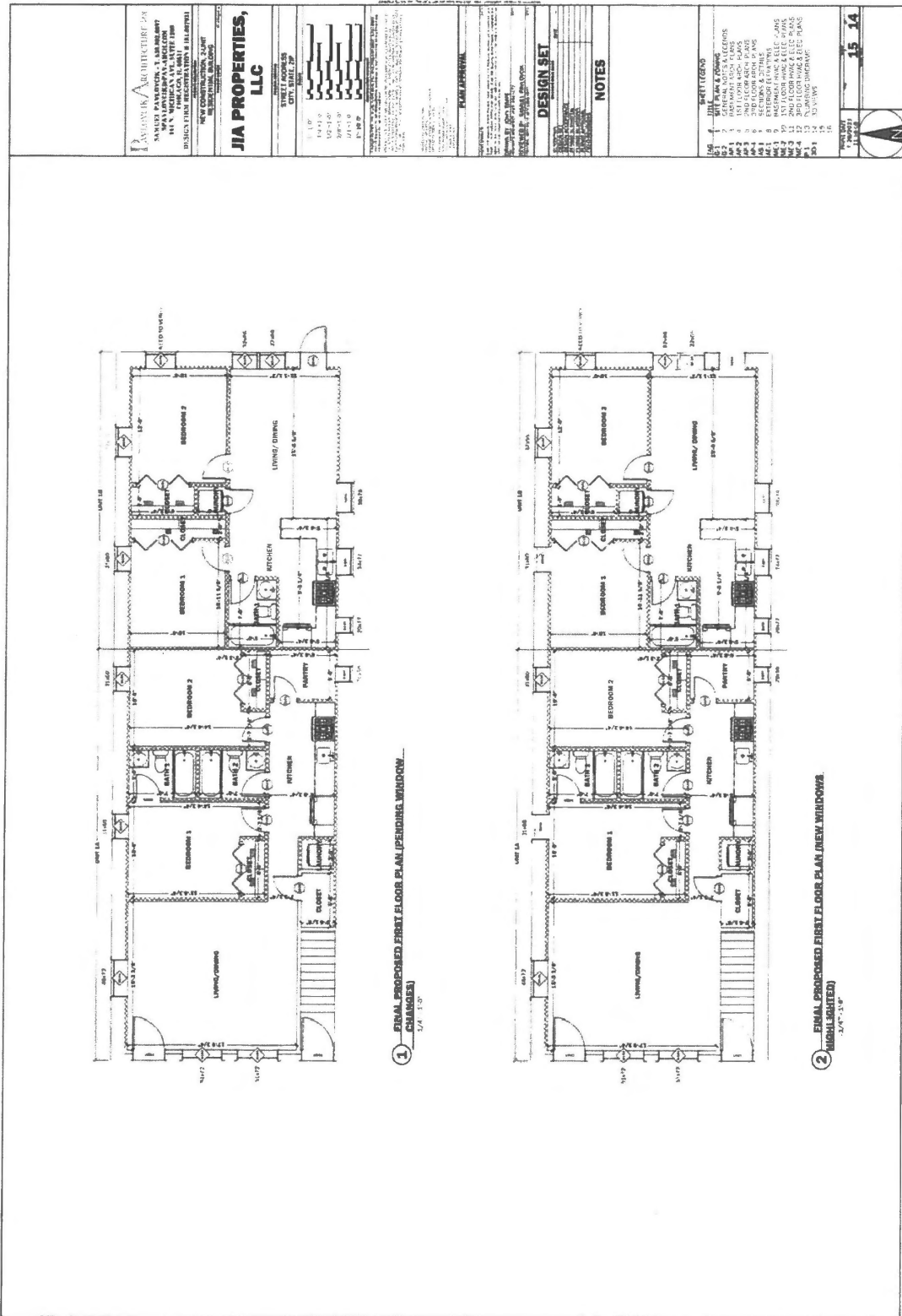
	PROPOSED
Lot Area	3,0001.2 SF
Density MLA (Lot area per unit)	500.2 SF/DU (6 DU)
Off Street Parking*	0*
Rear Setback	48.20 feet (existing)
Side Setback (North)	0 (existing)
Side Setback (South)	0 (existing)
Front Setback	0 (existing)
Building SF	5,358 SF
FAR	1.79
Building Height	36 feet 1 inch (existing)





Final for Publication





Final for Publication

Final for Publication

**1** EXISTING WEST ELEVATION  
 3/8" = 1'-0"

**2** EXISTING EAST ELEVATION  
 3/8" = 1'-0"

**PROJECT INFORMATION**  
 PROJECT NO. 2024-001  
 PROJECT NAME: 1234 N. STATE ST.  
 CLIENT: AJAK PROPERTIES LLC  
 ARCHITECT: DANIEL PAVLOVICH, AIA  
 1234 N. STATE ST., CHICAGO, IL 60610  
 PHONE: (773) 555-1234  
 EMAIL: DANIEL@AJAKPROPERTIES.COM  
 DESIGN PERIOD: 03/20/2024  
 INTERIOR RECORDS OF DECISION FOR 2

**AJAK PROPERTIES LLC**  
 1234 N. STATE ST.  
 CHICAGO, IL 60610

**SCALE**  
 3/8" = 1'-0"

**DATE**  
 03/20/2024

**DESIGNER**  
 DANIEL PAVLOVICH, AIA

**PROJECT NO.**  
 2024-001

**PROJECT NAME**  
 1234 N. STATE ST.

**CLIENT**  
 AJAK PROPERTIES LLC

**ARCHITECT**  
 DANIEL PAVLOVICH, AIA

**PHONE**  
 (773) 555-1234

**EMAIL**  
 DANIEL@AJAKPROPERTIES.COM

**DESIGN PERIOD**  
 03/20/2024

**INTERIOR RECORDS OF DECISION FOR 2**

**DESIGN SET**  
 ARCHITECTURAL  
 EXISTING ELEVATIONS  
 03/20/2024

**NOTES**  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND CODES.  
 2. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INSURANCE.  
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY BONDS.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY SURETIES.

**EXISTING ELEVATIONS**  
 AE-1 3 5

**PROPERTIES LLC**  
 3015 S. DIXIE HWY  
 CHICAGO, IL 60648  
 312.467.1100

**ARCHITECT**  
 PARTNERSHIP ARCHITECTURE INC.  
 300 N. LAUREL ST. 10TH FLOOR  
 CHICAGO, IL 60610  
 312.467.1100

**DESIGN SET**  
 1. EXISTING NORTH ELEVATION  
 2. EXISTING FLOOR PLANS  
 3. EXISTING ELEVATIONS  
 4. EXISTING ELEVATIONS  
 5. EXISTING ELEVATIONS

**NOTES**

**EXISTING NORTH ELEVATION**  
 10493

**EXISTING ELEVATIONS**  
 AE-2 4 5



**3 ARCHITECTURE PARTS CURTIN**  
 3000 S. DAMLEY AVE  
 CHICAGO, IL 60641  
 312.467.1234  
 WWW.AJAKPROPERTIES.COM

**PROPERTY LLC**  
 2301 S. DAMLEY AVE  
 CHICAGO, IL 60641  
 312.467.1234  
 WWW.AJAKPROPERTIES.COM

**DESIGN SET**  
 3/20/2024  
 3/20/2024  
 3/20/2024  
 3/20/2024

**NOTES**

**EXISTING SOUTH ELEVATION**  
 3/20/2024

**AE-3 5 5**  
**EXISTING ELEVATIONS**

THE CITY OF CHICAGO

*Reclassification Of Area Shown On Map No. 6-I.*

(As Amended)

(Application No. 22351T1)

(Common Address: 2415 -- 2425 W. 24<sup>th</sup> Pl.)

[SO2024-0007302]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the C1-3 Neighborhood Commercial District and M2-3 Light Industry District symbols and indications as shown on Map Number 6-I in the area bounded by:

West 24<sup>th</sup> Place; a line 147.71 feet west of and parallel to South Western Avenue; a line 64.46 feet south of and parallel to West 24<sup>th</sup> Place, travelling northeasterly a distance of 30 feet to a point 60.20 feet south of the south line of West 24<sup>th</sup> Place and 118.11 feet west of South Western Avenue; a line 118.11 feet west of and parallel to South Western Avenue; a line 118.05 feet south of and parallel to West 24<sup>th</sup> Place; a line 124.81 feet west of and parallel to South Western Avenue; the alley next south of and parallel to West 24<sup>th</sup> Place; a line 147.71 feet west of and parallel to South Western Avenue; a line 99.62 feet south of and parallel to West 24<sup>th</sup> Place; and a line 257.90 feet west of and parallel to South Western Avenue,

to those of an M2-3 Light Industry District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Architectural Site Plan; Basement and Level 1 Floor Plans;  
and North, South and West Building Elevations attached  
to this ordinance printed on pages 10497  
through 10500 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

## Final for Publication

### 17-13-0303-C(1) SUBSTITUTE NARRATIVE ZONING ANALYSIS AND PLANS

SUBJECT PROPERTY: 2415 TO 2425 WEST 24<sup>TH</sup> PLACE, CHICAGO, ILLINOIS

ZONING: M2-3 LIGHT INDUSTRY DISTRICT TYPE 1.

LOT AREA: 12,986 SQUARE FEET

LAND USE: THE PROPERTY IS CURRENTLY IMPROVED WITH A SINGLE-STORY, COMMERCIAL BUILDING WITH A BASEMENT. APPLICANT IS SEEKING TO REZONE THE PROPERTY TO UNIFY THE CURRENT SPLIT ZONE FROM C1-3 AND M2-3 TO M2-3 TO ALLOW THE APPLICANT TO ESTABLISH AN INDUSTRIAL PRIVATE EVENT VENUE OR OTHER PERMITTED USES. NO CHANGES TO THE ENVELOPE OF THE BUILDING ARE PLANNED. IF THE APPLICANT ESTABLISHES AN INDUSTRIAL PRIVATE EVENT VENUE, THE FIRST FLOOR AND THE BASEMENT LEVEL OF THE BUILDING TOGETHER COMPRISE MORE THAN 15,000 SQUARE FEET OF EVENT SPACE TO SATISFY THE INDUSTRIAL PRIVATE EVENT SPACE MINIMUM SQUARE FEET CRITERIA AS PER MUNICIPAL CODE.

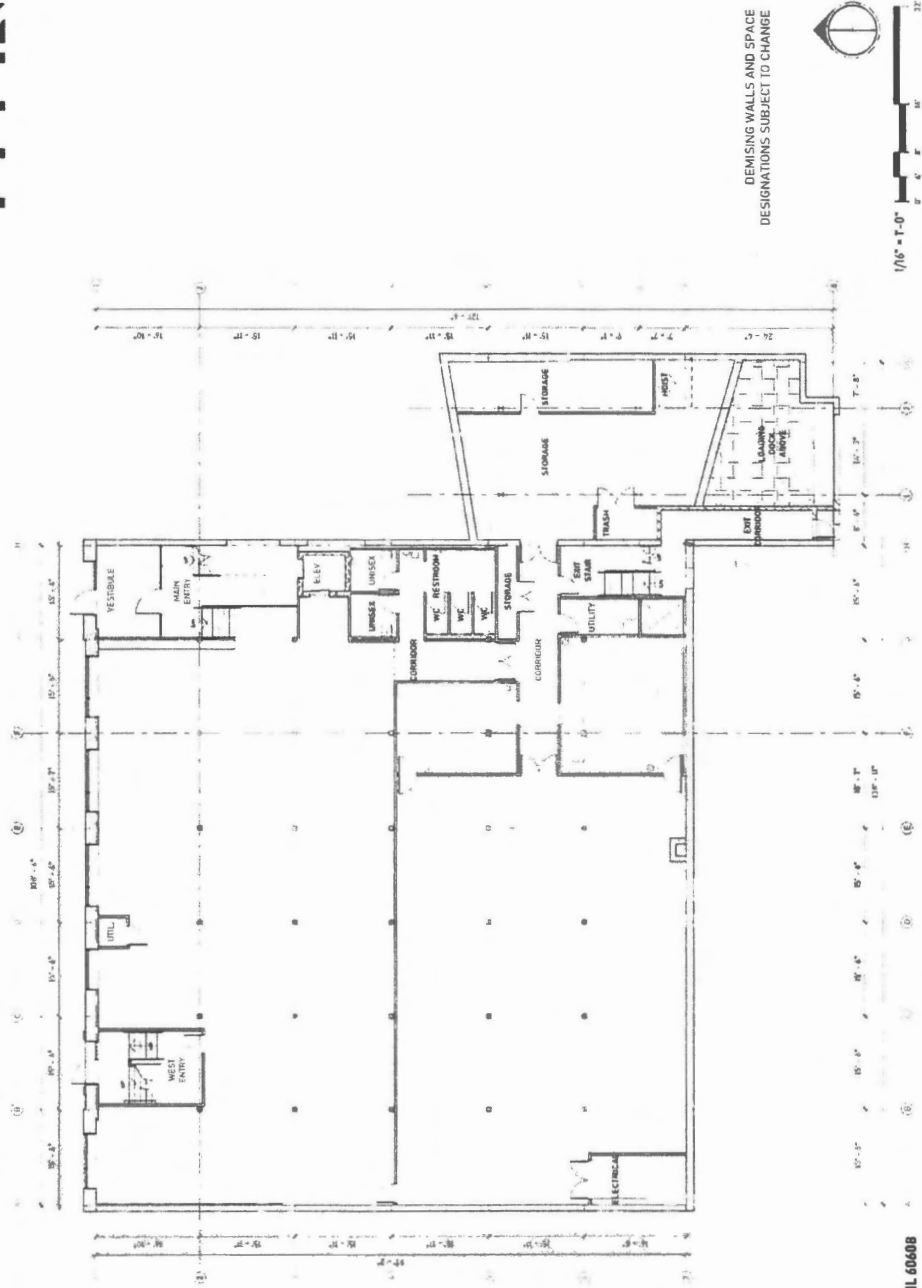
- (A) FLOOR AREA RATIO: 0.94. TOTAL FLOOR AREA IS 12,212 SQUARE FEET
- (B) THE AMOUNT OF OFF-STREET PARKING: 0.
- (C) SETBACKS (EXISTING):
  - 1. FRONT SETBACK: 0 FEET, 0 INCHES (EXISTING)
  - 2. REAR SETBACK: 0 FEET, 0 INCHES (EXISTING)
  - 3. SIDE SETBACKS: 2 FEET, 0 INCHES (WEST) AND 0 FEET, 0 INCHES (EAST) (EXISTING).
- D. BUILDING HEIGHT: 18 FEET, 11 INCHES (EXISTING)
- E. THE NUMBER OF OFF-STREET LOADING BERTHS: 1.



Final for Publication



**BASEMENT LEVEL FLOOR PLAN**



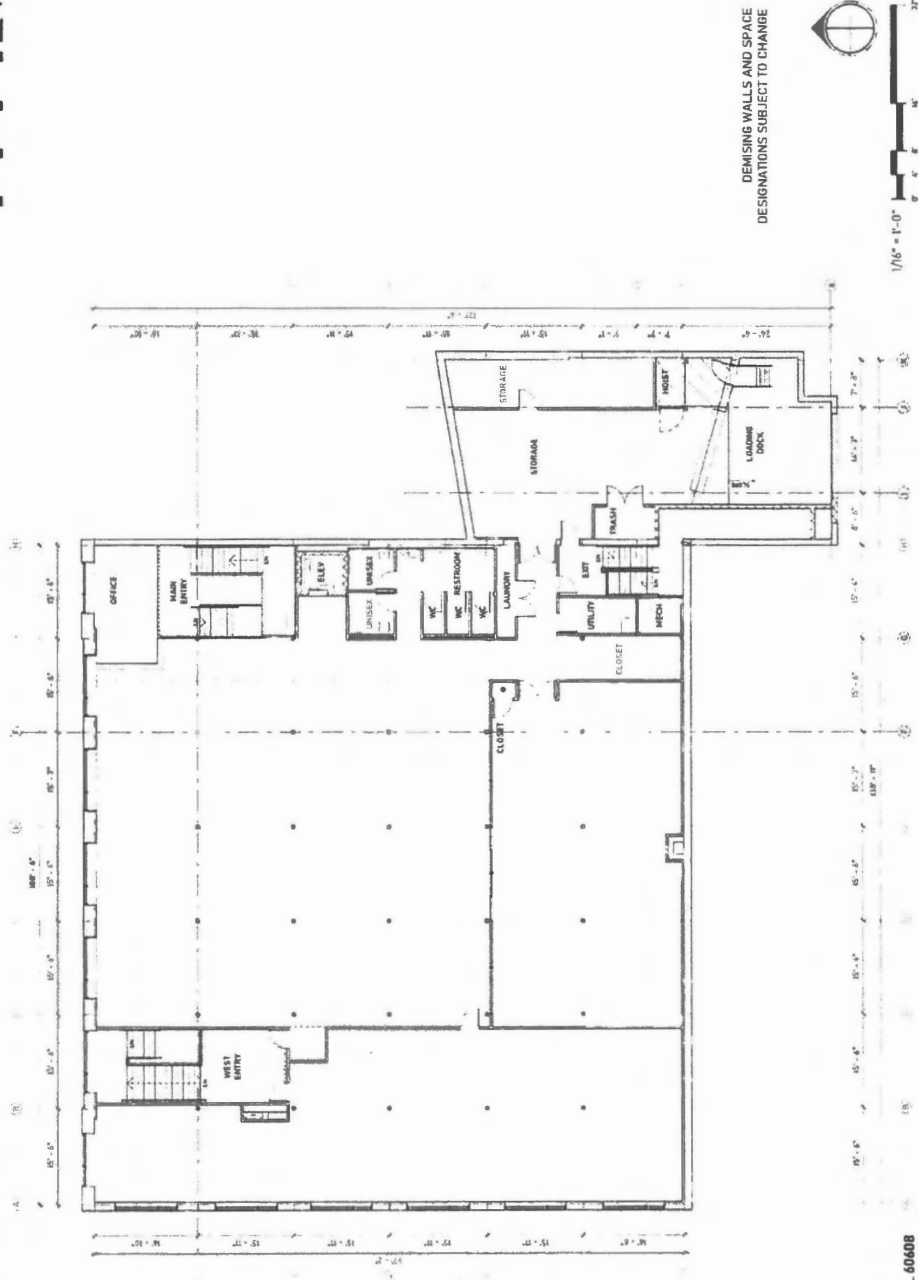
DEMISING WALLS AND SPACE DESIGNATIONS SUBJECT TO CHANGE

Applicant: Ice Age Investments, Inc.  
Address: 2415 W. 24th Place, Chicago, IL 60608  
Introduction Date: January 3, 2024

Final for Publication



LEVEL 1 FLOOR PLAN



Applicant: Ice Age Investments, Inc.  
 Address: 2415 W. 24th Place, Chicago, IL 60608  
 Introduction Date: January 3, 2024



*Reclassification Of Area Shown On Map No. 6-I.*  
(As Amended)  
(Application No. 22369T1)  
(Common Address: 2844 W. 26<sup>th</sup> St.)

[SO2024-0007780]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 6-I in the area bounded by:

South Francisco Avenue; the alley next north of and parallel to West 26<sup>th</sup> Street; the alley next east of and parallel to South Francisco Avenue; and West 26<sup>th</sup> Street,

to those of a B3-1 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plans; and North, South, East and West Building Elevations for Buildings 1, 2 and 3 attached to this ordinance printed on pages 10503 through 10516 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



Final for Publication

**SUBSTITUTE  
PROJECT NARRATIVE AND PLANS  
TYPE 1 ZONING AMENDMENT  
2844 West 26th Street**

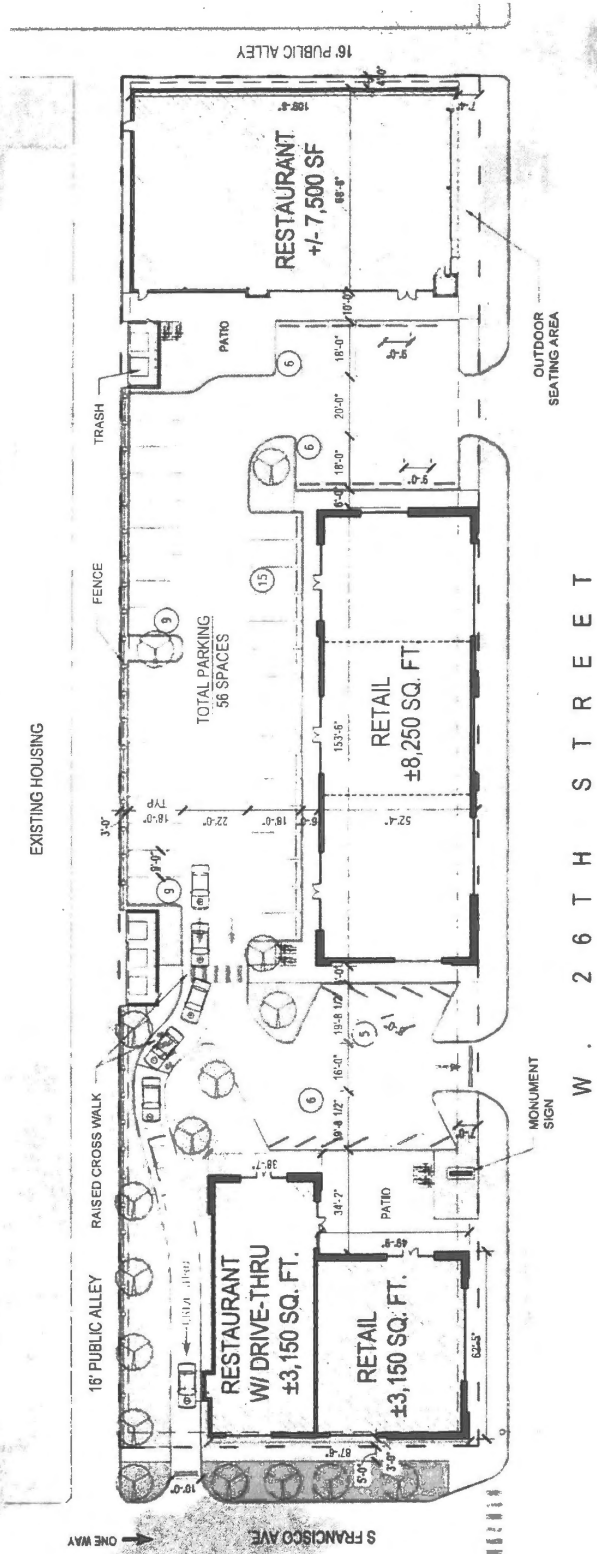
The Applicant seeks to rezone 2844 West 26th Street (the "Property") from an M1-2 Limited Manufacturing/Business Park District to an B3-1 Community Shopping District to reactivate a vacant lot with three commercial buildings.

The Property is currently a vacant lot previously used as a parking lot. The Applicant seeks to reactivate the Property with the following three commercial uses: (1) a multi-tenant retail establishment with a drive through occupying approximately 6,300 sq./ft. of commercial space; (2) a retail establishment occupying approximately 8,250 sq./ft. of commercial space; and (3) a restaurant establishment occupying approximately 7,500 sq./ft. of commercial space for a total of 22,050 square feet. All three commercial structures will share 56 off-street parking spaces and 12 bike spaces. No residential use will be provided. The height of the tallest building will be 27 feet.

The project is considered a strip center under will be subject to site plan approval pursuant to Section 17-9-0116. The drive-through will be subject to special use permit approval pursuant to Section 17-13-0900. Both site plan approval and special use permit approval may provide changes to the Type-1 plans. Lastly, the Applicant will comply with any applicable exception under Section 17-3-0307.

	<b>Proposed Development</b>
Lot Area	54,960 SF
Minimum Lot Area	0
Floor Area	22,050 SF
Off Street Parking	56 spaces
Rear Setback	3 feet
Side Setback (West)	0 feet
Side Setback (East)	0 feet
Front Setback	0 feet
Floor Area Ratio	0.41
Building Height	27 feet

Final for Publication



SITE PLAN	
SITE AREA:	54,960 SF
TOTAL RETAIL:	22,050 SF
PARKING REQUIRED:	46 CARS
	-> 22,050 SF - 4,000 SF = 18,050 SF (1 CAR PER 400 SF)
PARKING PROVIDED:	56 CARS
BIKE SPACES PROVIDED:	12 SPACES

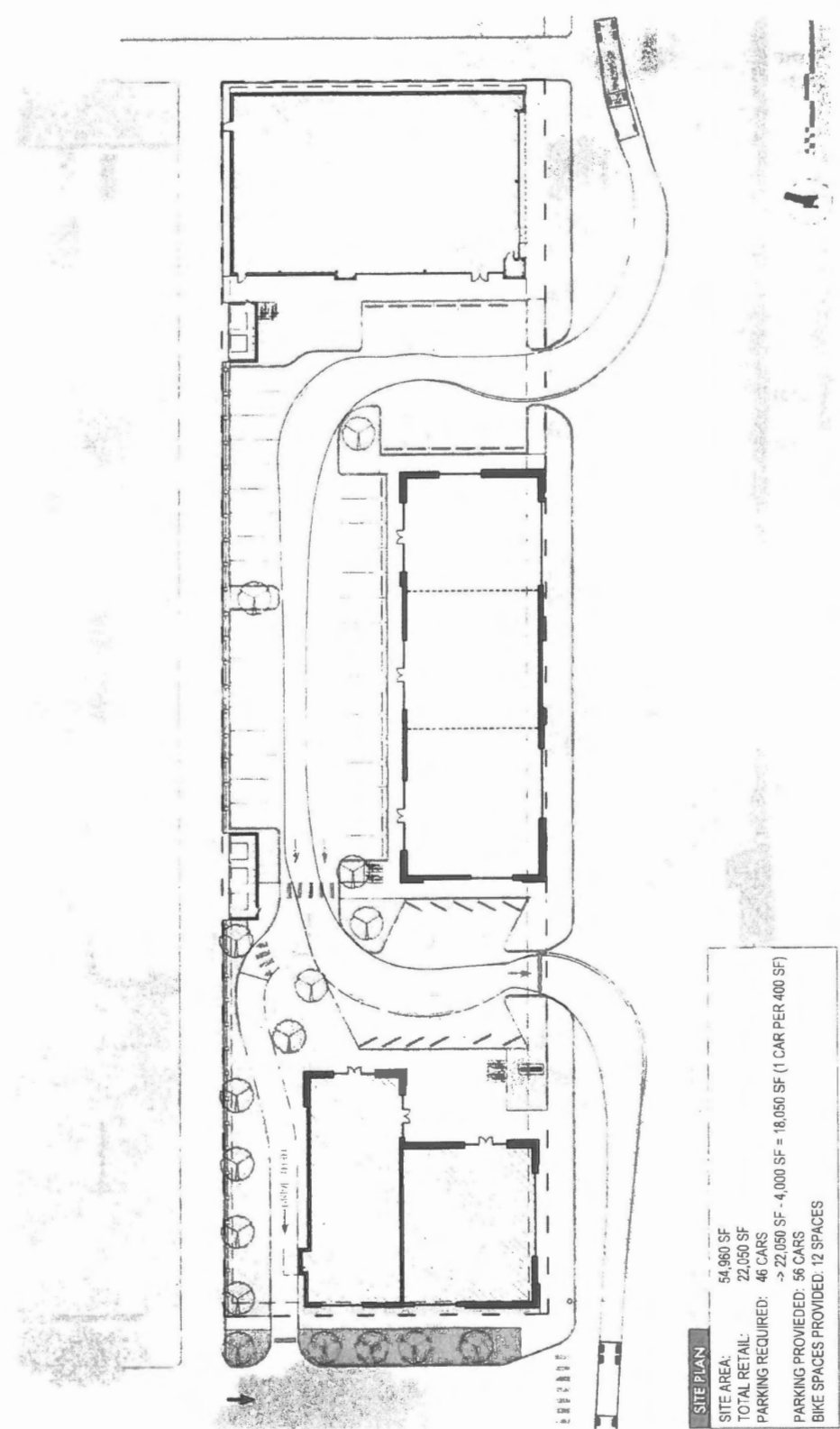
CHAVEZ GROUP

REVISED DRIVE-THRU  
 26TH AND FRANCISCO  
 CHICAGO, IL

SITE PLAN  
 SCALE: 1/32" = 1'-0"

2024.03.05  
 23045  
 NN

Final for Publication



<b>SITE PLAN</b>	
SITE AREA:	54,960 SF
TOTAL RETAIL:	22,050 SF
PARKING REQUIRED:	46 CARS → 22,050 SF - 4,000 SF = 18,050 SF (1 CAR PER 400 SF)
PARKING PROVIDED:	56 CARS
BIKE SPACES PROVIDED:	12 SPACES

CHAVEZ GROUP

DELIVERY TRUCK MOVEMENT  
26TH AND FRANCISCO  
CHICAGO, IL

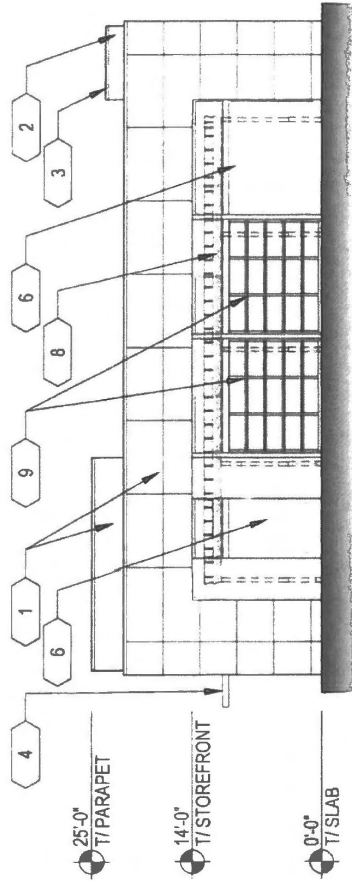
SITE PLAN  
SCALE: 1/32" = 1'-0"

2024.03.05  
23045  
NN

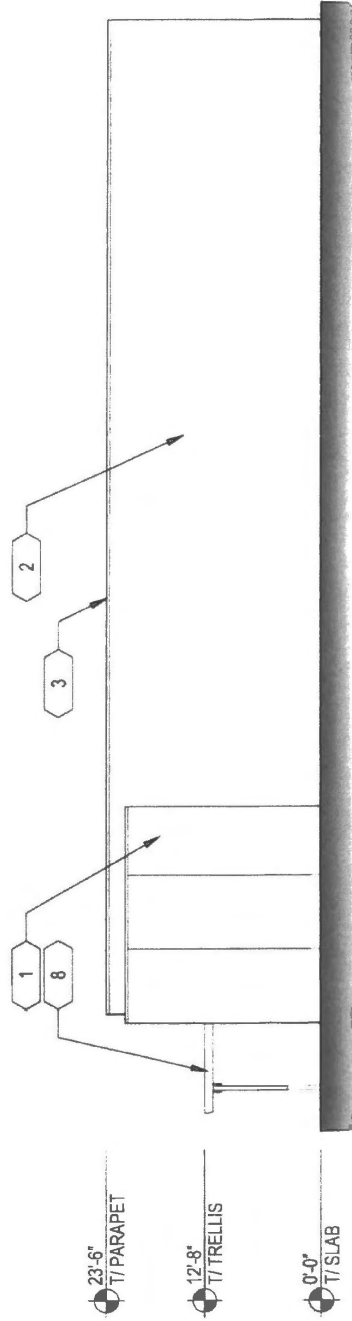
MPG

Final for Publication

- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVERHEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING



**SOUTH ELEVATION**



**EAST ELEVATION**

**ZONING ELEVATIONS - BUILDING 01 - RESTAURANT**

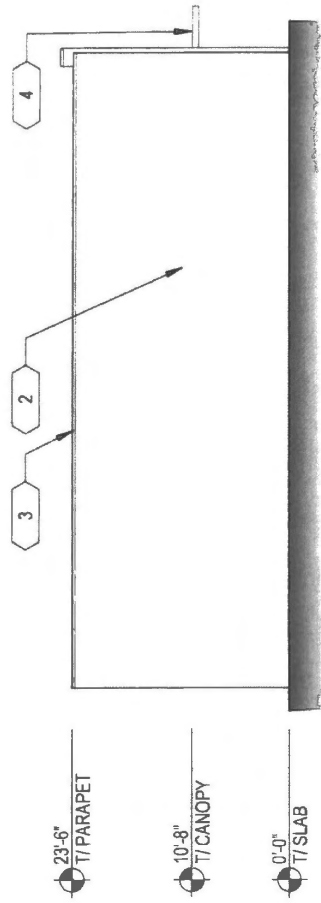
APPLICANT: SANCHEZ GROUP  
 ADDRESS: 2814 2844 W. S. 120TH STREET  
 CHICAGO, ILLINOIS 60625

SCALE: 1/16" = 1'-0"



Final for Publication

- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVERHEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING

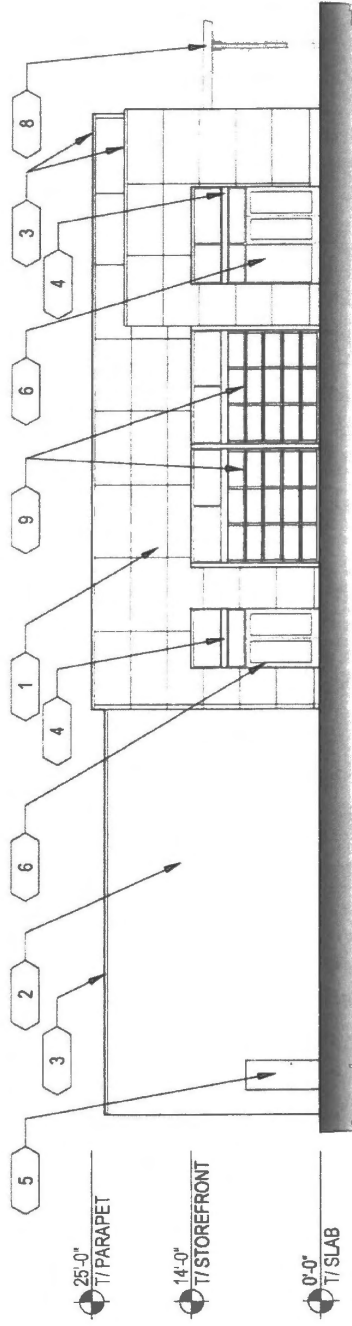


23'-6"  
T/ PARAPET

10'-8"  
T/ CANOPY

0'-0"  
T/ SLAB

**NORTH ELEVATION**



25'-0"  
T/ PARAPET

14'-0"  
T/ STOREFRONT

0'-0"  
T/ SLAB

**WEST ELEVATION**

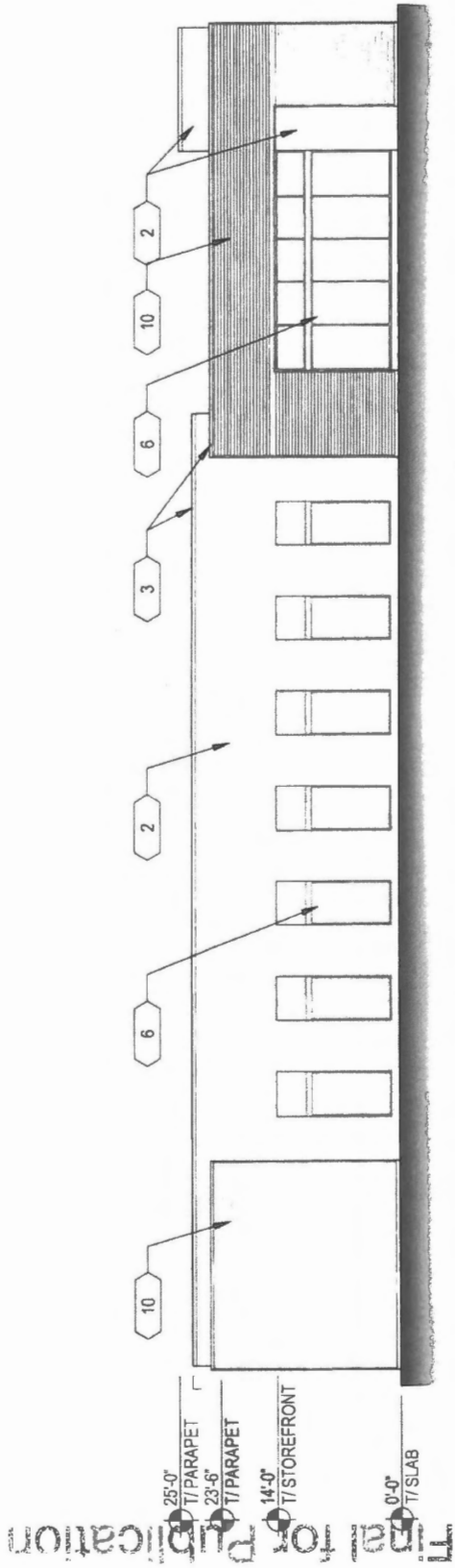
**ZONING ELEVATIONS - BUILDING 01 - RESTAURANT**

APPLICANT | SANCHU Z GROUP  
 ADDRESS | 2814-2844 WEST 25TH STREET  
 CHICAGO, ILLINOIS 60623



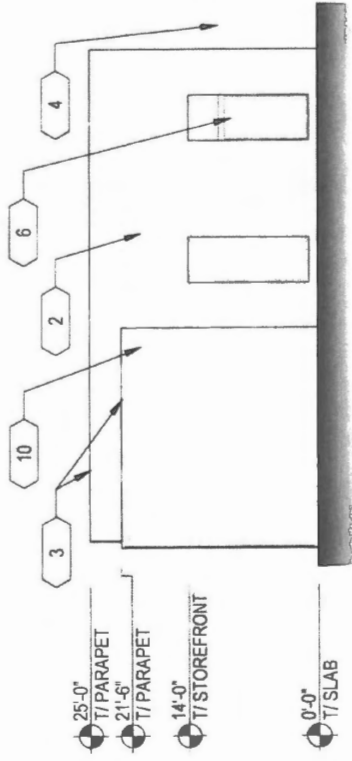
SCALE: 1/8" = 1'-0"

**HirschMPG**  
 ARCHITECTS  
 P.L.L.C.



SOUTH ELEVATION

- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVERHEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING



EAST ELEVATION

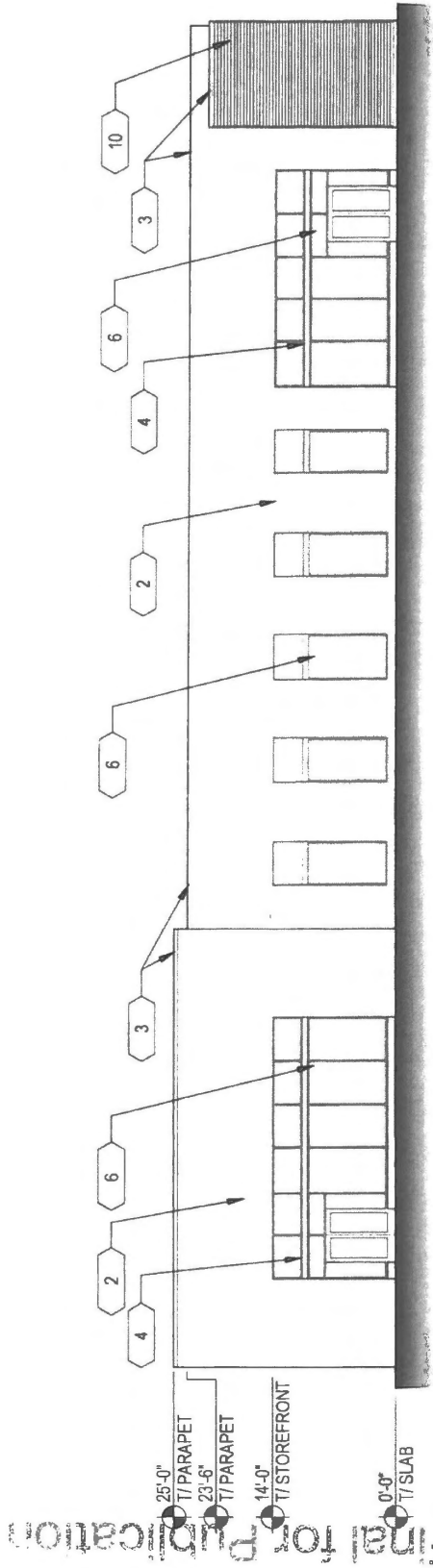
ZONING ELEVATIONS - BUILDING 02 - RETAIL

SCALE: 1/8" = 1'-0"

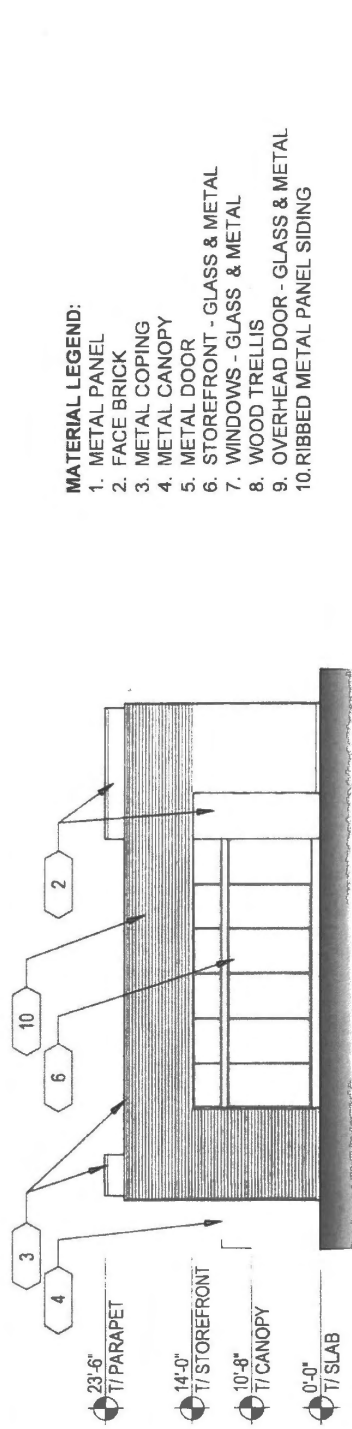
Hirsch | MPG PLANNING



3000 B Street, Suite 100, San Francisco, CA 94118  
415.774.8888 | www.hirschmpg.com



NORTH ELEVATION



WEST ELEVATION

MATERIAL LEGEND:

- 1. METAL PANEL
- 2. FACE BRICK
- 3. METAL COPING
- 4. METAL CANOPY
- 5. METAL DOOR
- 6. STOREFRONT - GLASS & METAL
- 7. WINDOWS - GLASS & METAL
- 8. WOOD TRELLIS
- 9. OVERHEAD DOOR - GLASS & METAL
- 10. RIBBED METAL PANEL SIDING

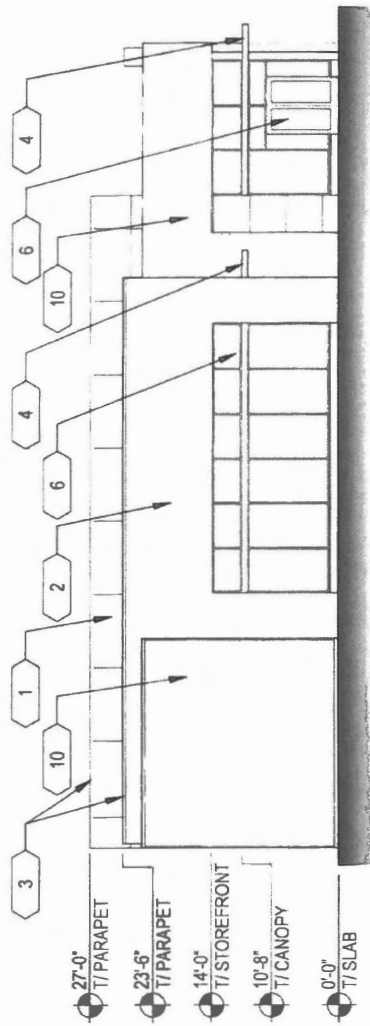
ZONING ELEVATIONS - BUILDING 02 - RETAIL

APPLICANT: [Name]  
 ADDRESS: [Address]  
 [Other details]

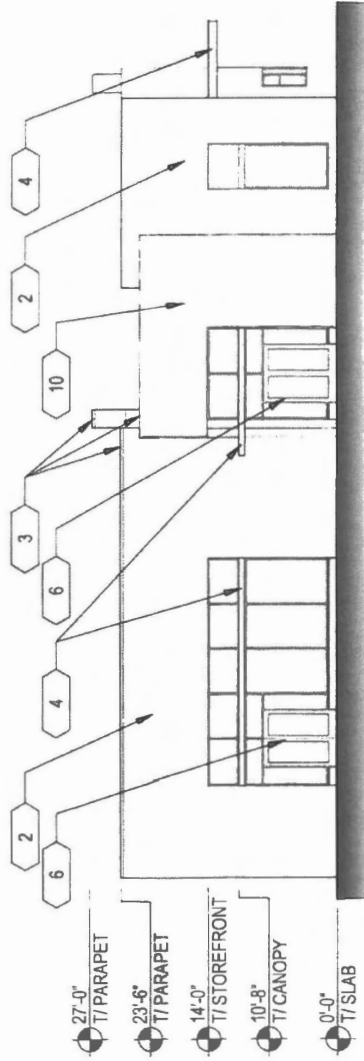
SCALE: 1/8" = 1'-0"



Final for Publication



SOUTH ELEVATION



EAST ELEVATION

- MATERIAL LEGEND:**
1. METAL PANEL
  2. FACE BRICK
  3. METAL COPING
  4. METAL CANOPY
  5. METAL DOOR
  6. STOREFRONT - GLASS & METAL
  7. WINDOWS - GLASS & METAL
  8. WOOD TRELLIS
  9. OVERHEAD DOOR - GLASS & METAL
  10. RIBBED METAL PANEL SIDING

SCALE: 1/8" = 1'-0"

ZONING ELEVATIONS - BUILDING 03 - MULTI-TENANT RETAIL W/ DRIVE-THRU

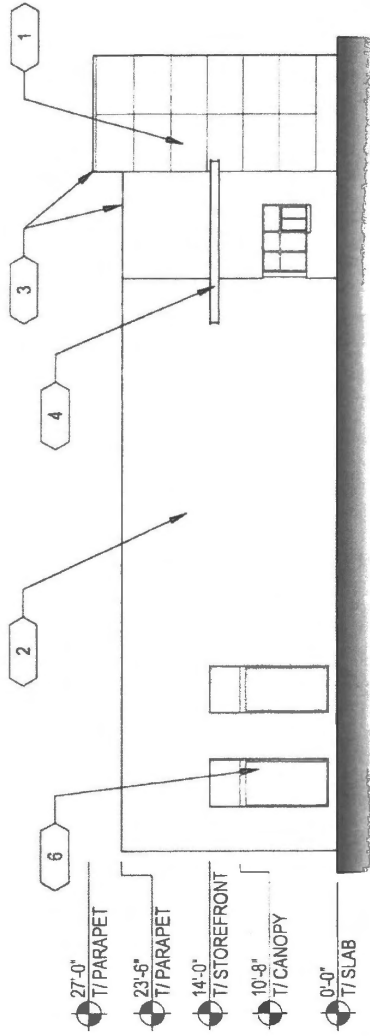
Hirsch|MPG  
P L L C

APPLICANT: SANCHEZ ZEROLLO  
ADDRESS: 2814 28th Ave S, Suite 101, St. Paul, MN 55118  
DATE: 03/20/2024

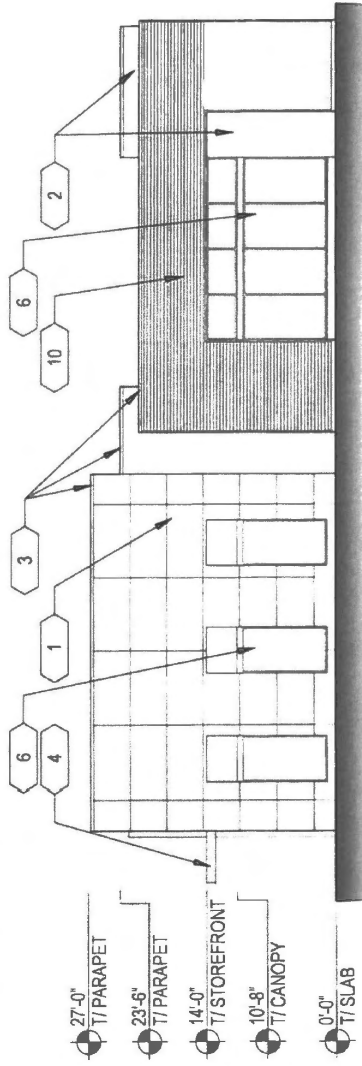




Final for Publication



NORTH ELEVATION



WEST ELEVATION

MATERIAL LEGEND:

- 1. METAL PANEL
- 2. FACE BRICK
- 3. METAL COPING
- 4. METAL CANOPY
- 5. METAL DOOR
- 6. STOREFRONT - GLASS & METAL
- 7. WINDOWS - GLASS & METAL
- 8. WOOD TRELLIS
- 9. OVERHEAD DOOR - GLASS & METAL
- 10. RIBBED METAL PANEL SIDING

ZONING ELEVATIONS - BUILDING 03 - MULTI-TENANT RETAIL W/ DRIVE-THRU

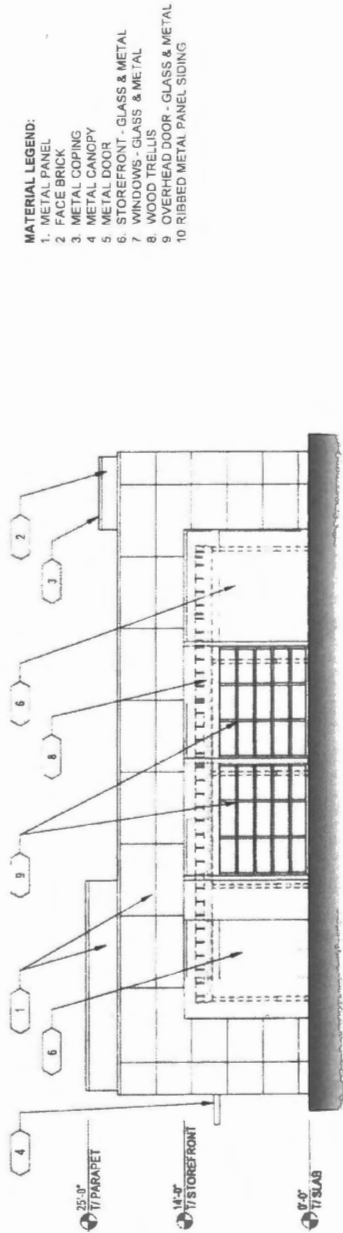
PREPARED BY: JACOB  
DATE: 03/20/2024



SCALE: 1/8" = 1'-0"

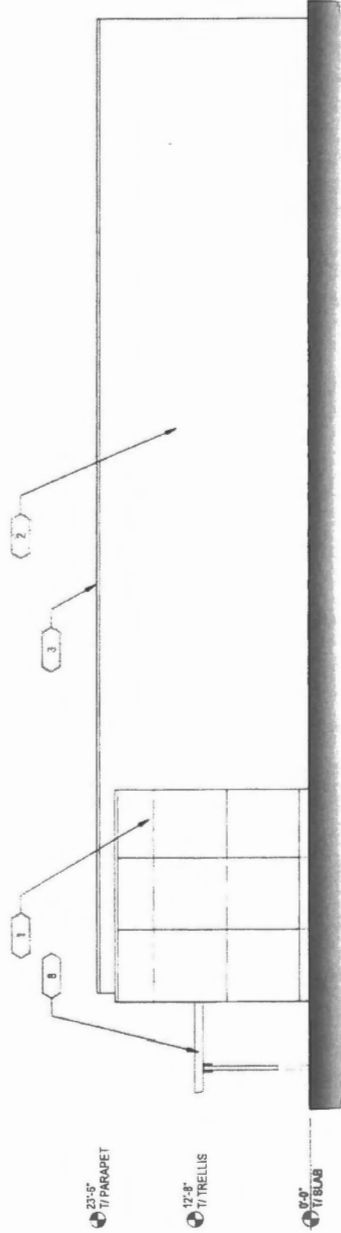
Hirsch | MPG  
ARCHITECTURE + PLANNING

Final for Publication



- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVERHEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING

SOUTH ELEVATION



EAST ELEVATION

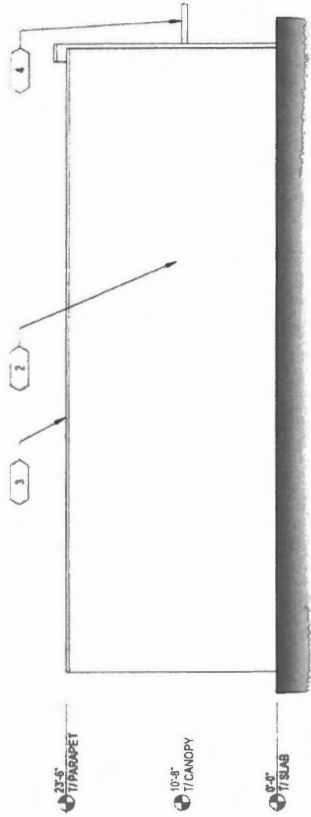
ZONING ELEVATIONS - BUILDING 01 - RESTAURANT

SCALE 1/4" = 1'-0"

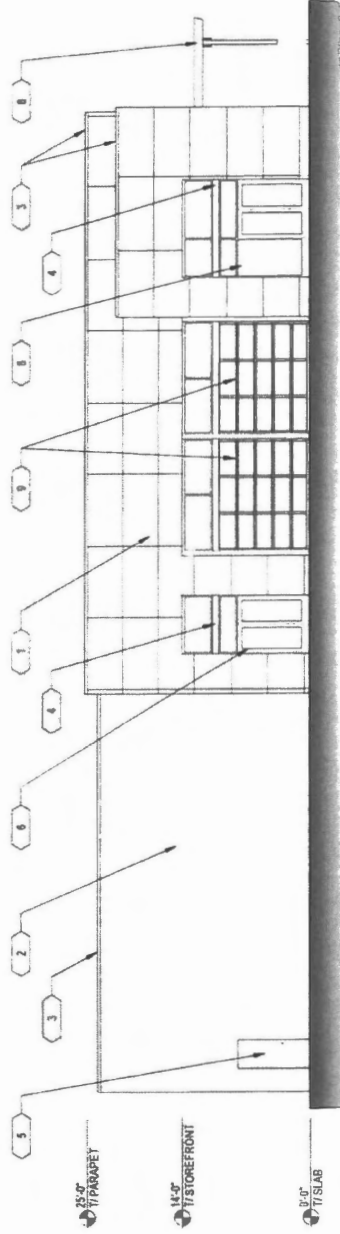
Hirsch|MPG

Final for Publication

- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVERHEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING



NORTH ELEVATION



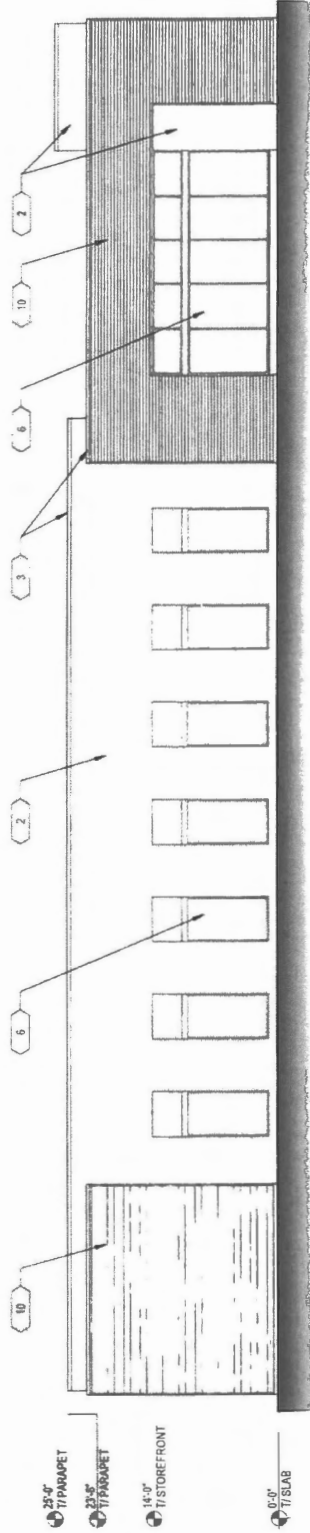
WEST ELEVATION

ZONING ELEVATIONS - BUILDING 01 - RESTAURANT

SCALE 3/8" = 1'-0"

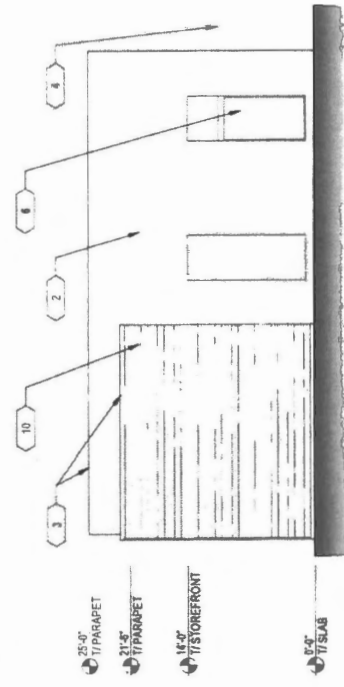
Hirsch|MPG

Material Publication



SOUTH ELEVATION

- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVERHEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING

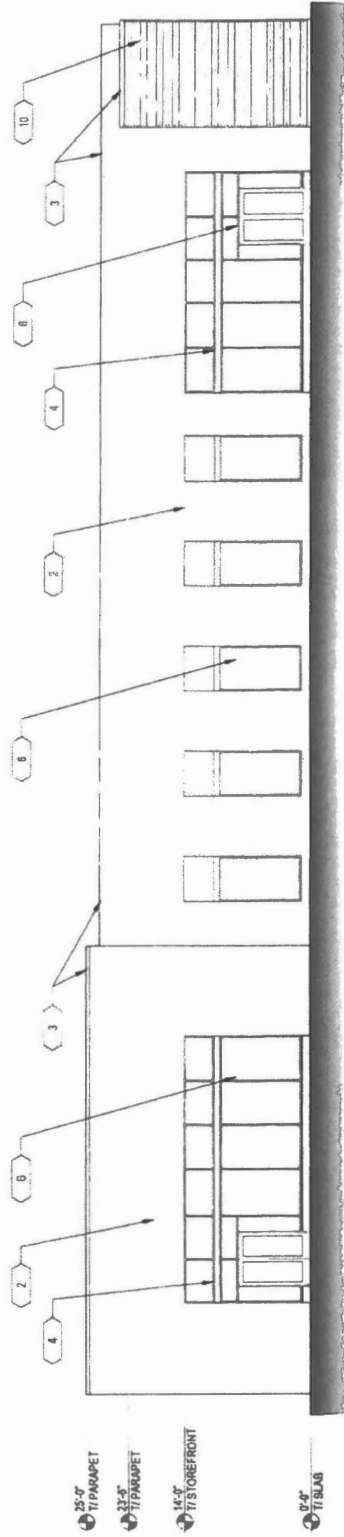


EAST ELEVATION

ZONING ELEVATIONS - BUILDING 02 - RETAIL

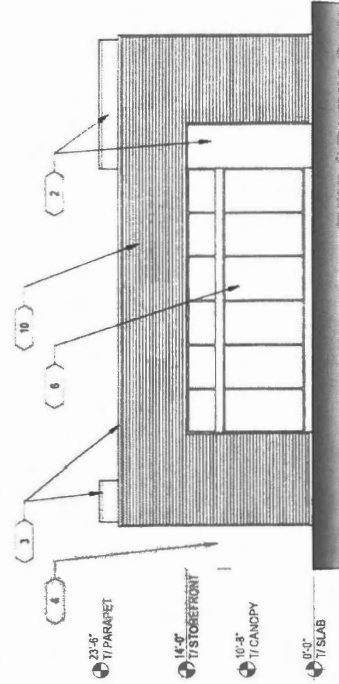
SCALE: 3/8" = 1'-0"  
Hirsch|MPG

Model for Publication



SOUTH ELEVATION

- MATERIAL LEGEND:**
- 1. METAL PANEL
  - 2. FACE BRICK
  - 3. METAL COPING
  - 4. METAL CANOPY
  - 5. METAL DOOR
  - 6. STOREFRONT - GLASS & METAL
  - 7. WINDOWS - GLASS & METAL
  - 8. WOOD TRELLIS
  - 9. OVER-HEAD DOOR - GLASS & METAL
  - 10. RIBBED METAL PANEL SIDING



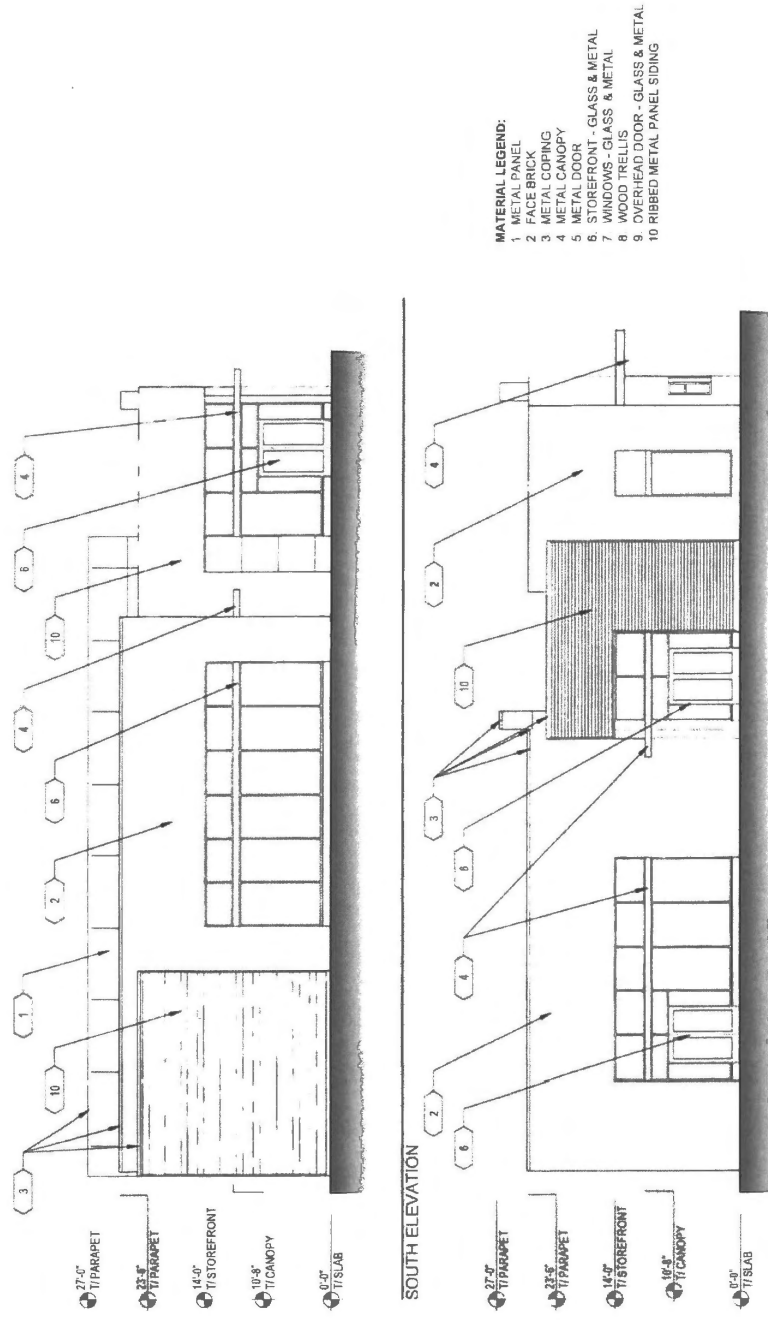
EAST ELEVATION

ZONING ELEVATIONS - BUILDING 02 - RETAIL

SCALE: 3/8" = 1'-0"

Hirsch|MPG

Final for Publication

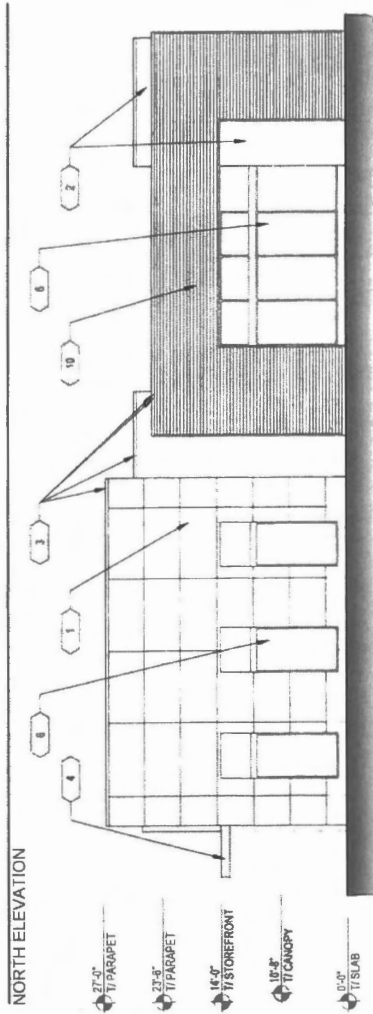
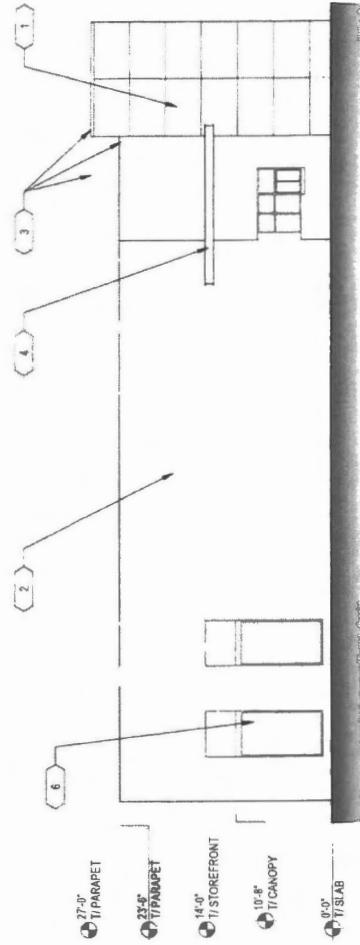


ZONING ELEVATIONS - BUILDING 03 - MULTI-TENANT RETAIL W/ DRIVE-THRU

SCALE: 1/2" = 1'-0"

**Hirsch|MPG**

Final for Publication



- MATERIAL LEGEND:**
- 1 METAL PANEL
  - 2 FACE BRICK
  - 3 METAL COPING
  - 4 METAL CANOPY
  - 5 METAL DOOR
  - 6 STOREFRONT - GLASS & METAL
  - 7 WINDOWS - GLASS & METAL
  - 8 WOOD TRELLIS
  - 9 OVERHEAD DOOR - GLASS & METAL
  - 10 RIBBED METAL PANEL SIDING

SCALE: 1/4" = 1'-0"  
Hirsch|MPG

ZONING ELEVATIONS - BUILDING 03 - MULTI-TENANT RETAIL W/ DRIVE-THRU

*Reclassification Of Area Shown On Map No. 7-F.*

(Application No. 22336)

(Common Address: 2519 N. Halsted St.)

[O2024-0007187]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols and indications as shown on Map Number 7-F in the area bounded by:

North Halsted Street; a line 394.00 feet south of and parallel to West Wrightwood Avenue; the public alley next east of and parallel to North Halsted Street; and a line 418 feet south of and parallel to West Wrightwood Avenue,

those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 7-J.*

(Application No. 22303T1)

(Common Address: 3652 -- 3658 W. Wrightwood Ave.)

[O2023-0006167]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-2 Neighborhood Shopping District symbols as shown on Map Number 7-J in the area generally bounded by:

a line 70.27 feet north of and parallel to West Wrightwood Avenue; a line 78.52 feet east of and parallel to North Lawndale Avenue; West Wrightwood Avenue; and North Lawndale Avenue,

to those of a C1-1 Neighborhood Commercial District.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and due publication.

[Site Plan; Floor Plan; North, South and West Building Elevations; Site Elevation Photos; and North Lawndale Avenue and West Wrightwood Avenue Elevations attached to this ordinance printed on pages 10519 through 10523 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:



FINAL FOR PUBLICATION

**NARRATIVE ZONING ANALYSIS AND PLANS**  
**TYPE 1 ZONING MAP AMENDMENT APPLICATION**

**Applicant:** 3652 Wrightwood Property, LLC  
**Property Location:** 3652 - 3658 West Wrightwood Avenue  
**Proposed Zoning:** C1-1 Neighborhood Commercial District  
**Lot Area:** 5,517 square feet

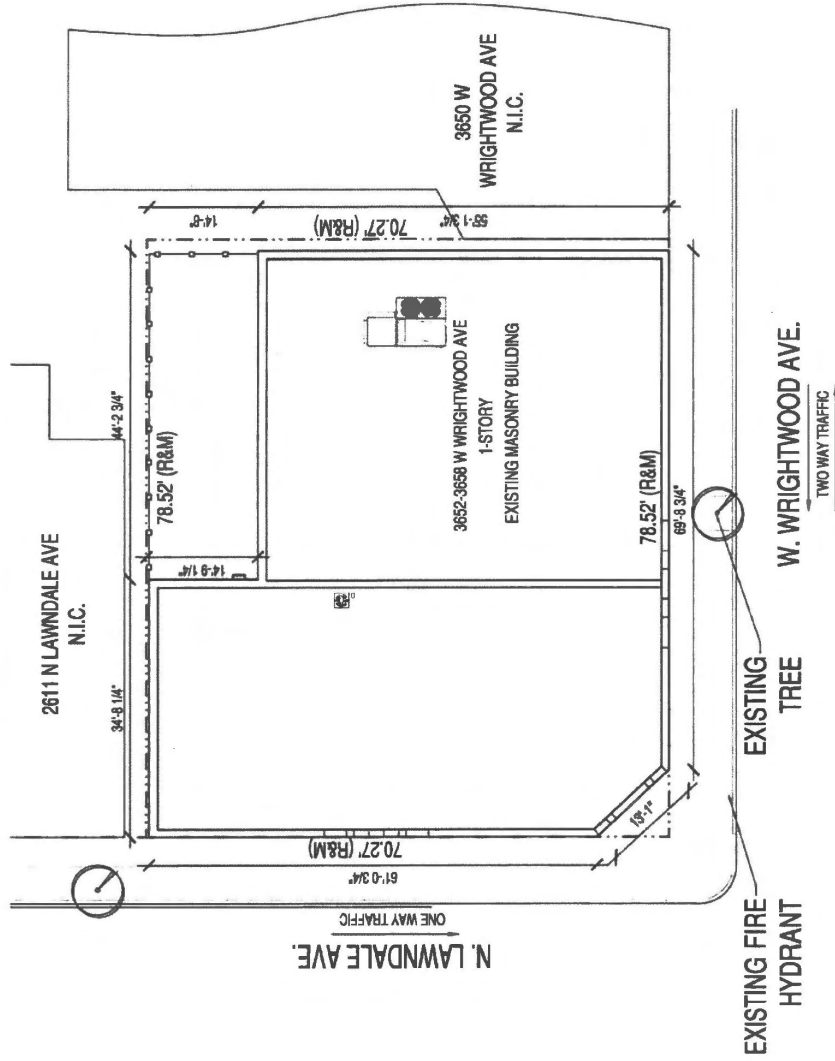
3652 Wrightwood Property, LLC is the "Applicant" for a Type 1 Zoning Map Amendment for the subject property located at 3652-3658 West Wrightwood Avenue from the B1-2 Neighborhood Shopping District to the C1-1 Neighborhood Commercial District in order to establish a hair salon with massage services in the existing commercial building at the subject property.

The subject property is bounded by a four-story multi-unit residential building to the north; a two-story mixed-use building to the east; West Wrightwood Avenue to the south; and North Lawndale Avenue to the west. The subject property contains approximately 5,517 square feet of net site area and is improved with single-story commercial building that is currently vacant.

The Applicant proposes to renovate and establish a hair salon with massage services within a commercial space on the east side of the existing building. The overall project FAR will be 0.86. No new structures or improvements are proposed. There are no vehicular parking spaces and no bicycle parking spaces at the site.

- |  |                |                   |
|--|----------------|-------------------|
| (a) Floor Area and Floor Area Ratio:                 |                |                   |
| i.   | Lot Area:      | 5,517 square feet |
| ii.  | Maximum FAR:   | 0.86              |
| (b) Density (Lot Area Per Dwelling Unit): 0 – N/A    |                |                   |
| (c) Amount of off-street parking: 0 vehicular spaces |                |                   |
| (d) Setbacks:  |                |                   |
| i.   | Front setback: | 0 feet            |
| ii.  | Side setback:  | 0 feet            |
| iii.   | Side setback:  | 0 feet            |
| iv.  | Rear setback:  | 0 feet            |
| (e) Building height: 13 feet 8 inches                |                |                   |
| (f) Off-street Loading: 0 spaces                     |                |                   |

FINAL FOR PUBLICATION

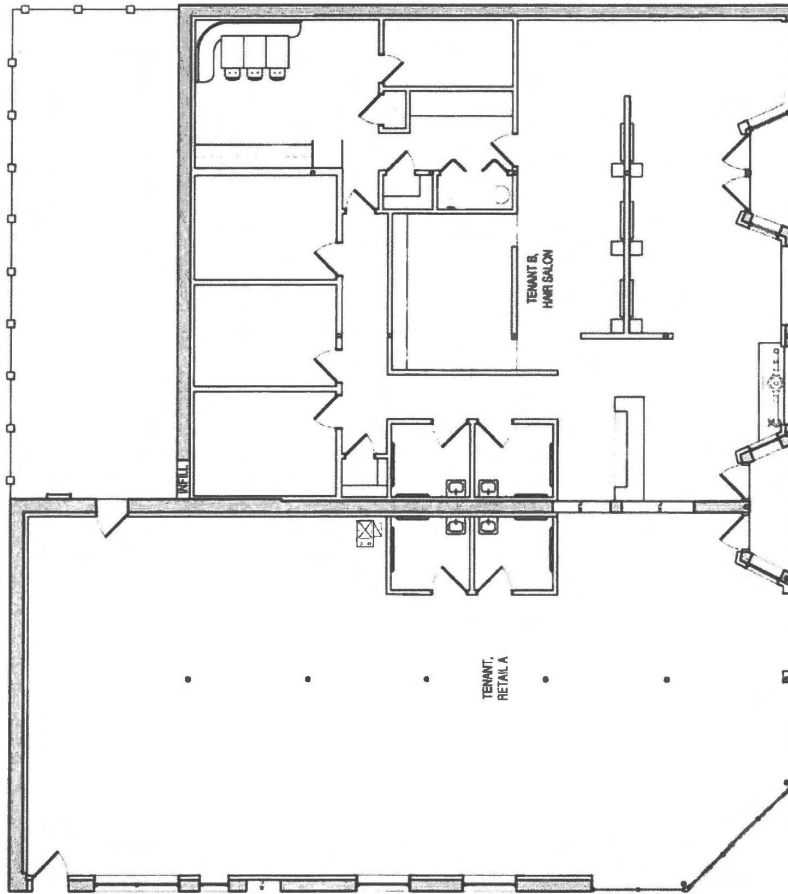


**KENNEDY**  
MAN

3652-58 W. Wrightwood Ave.  
Chicago, IL

Site Plan 1  
Scale: N.T.S.

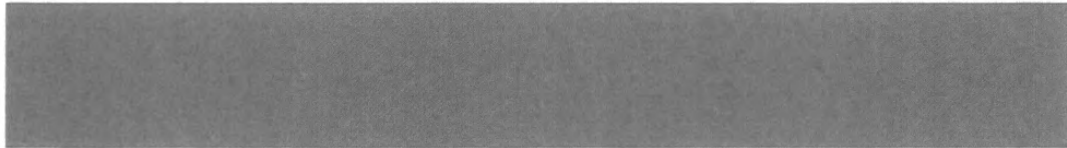
PLAN FOR FULLOCATION



**KENNEDY  
MAKIN**

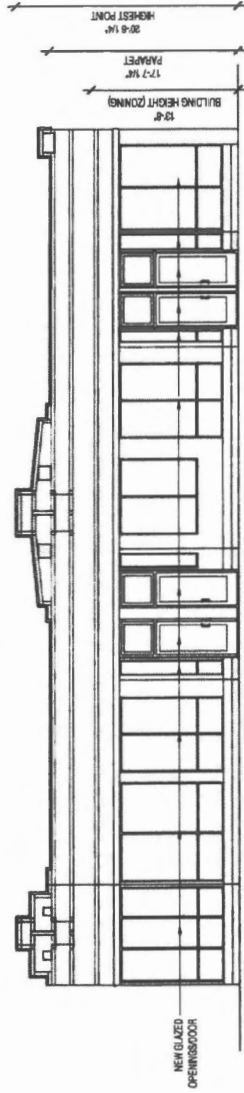
3652-58 W. Wrightwood Ave.  
Chicago, IL

Floor Plan **1**  
Scale: N.T.S.

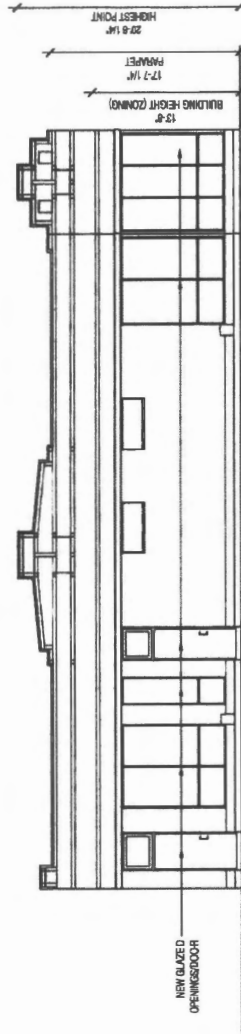


FOR INFORMATION

NOTE: EXISTING MASONRY TO BE MAINTAINED,  
WINDOW OPENINGS EXPANDED PER ELEVATIONS.



1 South Elevation  
N.T.S.

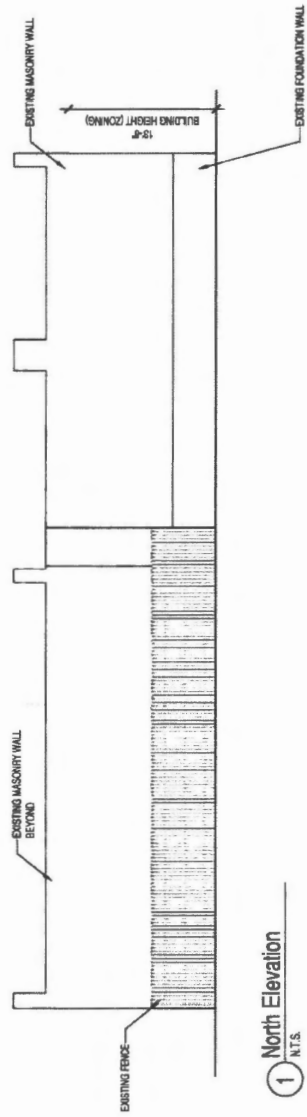


2 West Elevation  
N.T.S.

**KENNEDY**  
MANAGED  
3652-58 W. Wrightwood Ave.  
Chicago, IL

Elevations **I**  
Scale: N.T.S.

WALL FOR FENCING



1 North Elevation  
N.T.S.

**KENNEDY**  
 3652-58 W. Wrightwood Ave.  
 Chicago, IL  
 19724102

Elevations **1**  
 Scale: N.T.S.



*Reclassification Of Area Shown On Map No. 11-G.*  
(Application No. 22361T1)  
(Common Address: 1406 -- 1408 W. Cuyler Ave.)

[O2024-0007723]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 11-G in an area bounded by:

the alley next north of and parallel to West Cuyler Avenue; a line 54.60 feet west of and parallel to North Southport Avenue; West Cuyler Avenue; and a line 104.60 feet west of and parallel to North Southport Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Proposed Site Plan; Proposed Basement, First, Second, Third and Fourth Floor Plans; Proposed Roof Plan; Proposed Wall Sections; Proposed North, South, East and West Building Elevations; Site Plan; Existing/Demo Basement, First, Second and Third Floor Plans; Existing Wall Section; New Porch Roof Plan; Porch Section; North Building Elevation; and Details attached to this ordinance printed on pages 10526 through 10536 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

**Type-1 Zoning Map Amendment**  
**For 1406-08 W Cuyler Ave, Chicago, IL 60613**  
**From RS-3 to RM-4.5**

- The applicant seeks a zoning change from RS-3 to RM-4.5 to subdivide the existing single improved zoning lot totaling 6,250 sq. ft. into two separate lots measuring 25'x 125' each; bringing the existing 4-unit building at 1408 W Cuyler Ave into compliance and to allow for the construction of a 3-unit building on the vacant 1406 W Cuyler Ave lot. As per Section 17-13-0303-D applicant seeks variation relief included in the Type 1 submission to reduce the east side yard set back on the 1408 lot to "0".

	Existing Building 1408 W Cuyler	1406 W Cuyler
FAR	1.14	1.42
Building Area	3,573 SQ. FT.	4,463 SQ. FT.
Density (MLA)	781.25 SQ. FT. per UNIT	1,041.67 SQ. FT per UNIT
Lot Area	3,125 SQ. FT.	3,125 SQ. FT.
Building Height	38 FT. (existing)	45 FT
*Front Setback	21.29 FT (existing)	22.85 FT
*Rear Setback	47.70 FT (existing)	39.66 FT
East Side Setback	0 FT (existing) *	3 FT
West Side Setback	0.-6 FT (existing)	2 FT
Parking	3 (existing)	3


Applicant will comply with the Air Quality Ordinance and other 17-3-0307 Exceptions.

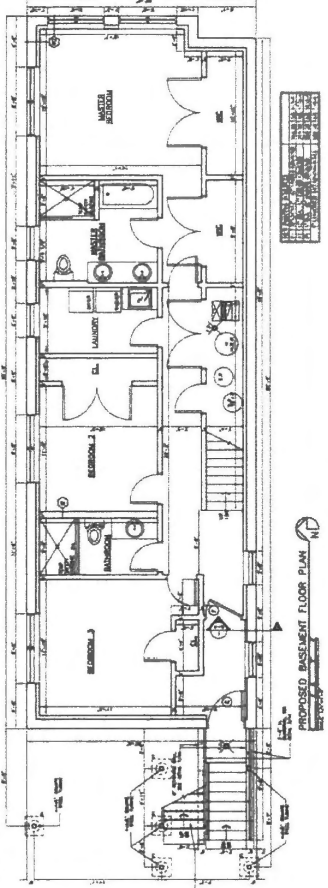
\*As part of the Type 1 Map Amendment the applicant also seeks a reduction of the east side yard of the 1408 lot to "0" to bring the existing condition into compliance when the lot is split.



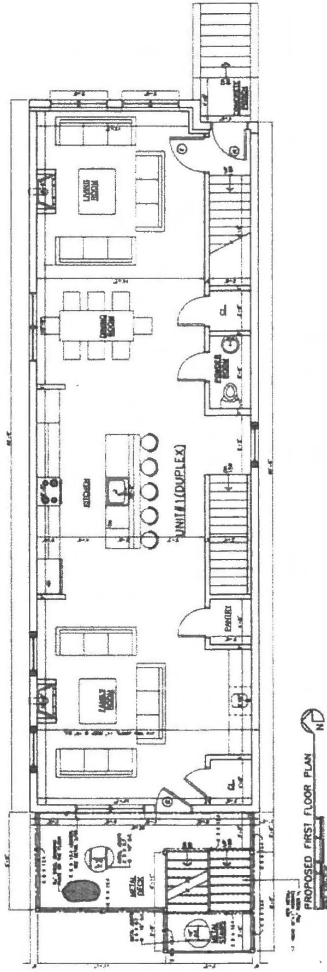


FINAL FOR PUBLICATION

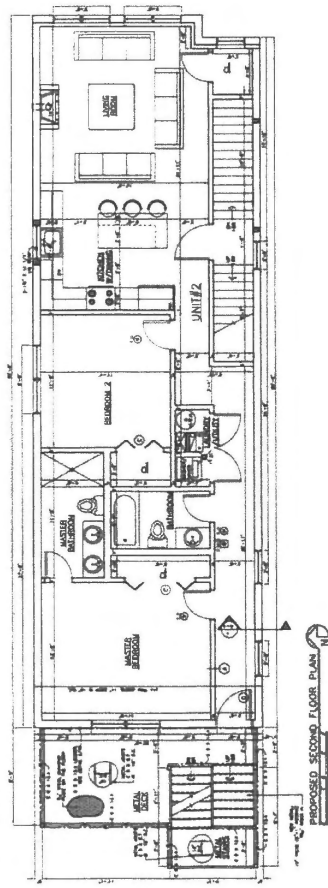
<p>ARCHITECT OF RECORD:</p> <p>1475 N. LAUREL ST. SHELDON SQUARE CHICAGO, ILLINOIS 60610 TEL: (312) 467-1000 WWW.HOK.COM</p>  <p>PROFESSIONAL HOTEL</p> <p>1400 W. CLYDE BLVD. CHICAGO, ILLINOIS 60641</p>	<p>1400 W. CLYDE BLVD. CHICAGO, ILLINOIS 60641</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">SHEET NAME</td> <td style="width: 50%;">DATE</td> </tr> <tr> <td>STAGE PLANS</td> <td>12-20-23</td> </tr> <tr> <td>DESIGNED BY</td> <td>J.D. ROSSIGNOL</td> </tr> <tr> <td>CHECKED BY</td> <td>J.D. ROSSIGNOL</td> </tr> <tr> <td>DATE</td> <td></td> </tr> <tr> <td>PROJECT</td> <td></td> </tr> </table> <p style="text-align: right;"><b>A-2</b> 7 OF 6</p>	SHEET NAME	DATE	STAGE PLANS	12-20-23	DESIGNED BY	J.D. ROSSIGNOL	CHECKED BY	J.D. ROSSIGNOL	DATE		PROJECT	
SHEET NAME	DATE													
STAGE PLANS	12-20-23													
DESIGNED BY	J.D. ROSSIGNOL													
CHECKED BY	J.D. ROSSIGNOL													
DATE														
PROJECT														

PROPOSED BASEMENT FLOOR PLAN



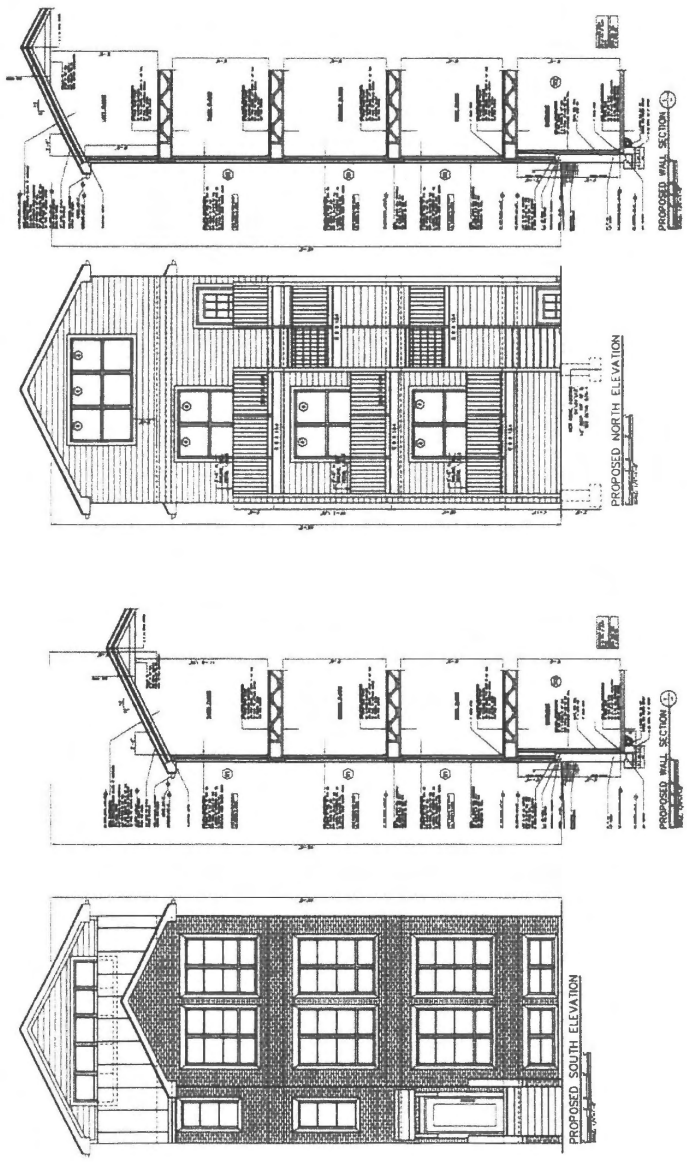
PROPOSED FIRST FLOOR PLAN



PROPOSED SECOND FLOOR PLAN



10529-10530-10531

<p><b>ARCHITECT OF RECORD:</b>          GOSWAMI PARTNER ARCHITECTS          855 E. LEXINGTON AVENUE, SUITE 200          CHICAGO, ILLINOIS 60611          TEL: (773) 462-1100          WWW.GOSWAMIARCHITECTS.COM</p>  <p><b>PROPERTY NOTE:</b>          THIS DRAWING IS THE PROPERTY OF GOSWAMI PARTNER ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GOSWAMI PARTNER ARCHITECTS.</p>	<p>CHICAGO, ILLINOIS 60615          496 W. CLEVELAND</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">SHEET NAME</td> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">PROJECT</td> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">SHEET NO.</td> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">SHEET TOTAL</td> <td style="font-size: 8px;">DATE</td> </tr> </table>	SHEET NAME	DATE	PROJECT	DATE	SHEET NO.	DATE	SHEET TOTAL	DATE	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="font-size: 8px;">SHEET NAME</td> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">PROJECT</td> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">SHEET NO.</td> <td style="font-size: 8px;">DATE</td> </tr> <tr> <td style="font-size: 8px;">SHEET TOTAL</td> <td style="font-size: 8px;">DATE</td> </tr> </table>	SHEET NAME	DATE	PROJECT	DATE	SHEET NO.	DATE	SHEET TOTAL	DATE
SHEET NAME	DATE																		
PROJECT	DATE																		
SHEET NO.	DATE																		
SHEET TOTAL	DATE																		
SHEET NAME	DATE																		
PROJECT	DATE																		
SHEET NO.	DATE																		
SHEET TOTAL	DATE																		
 <p style="text-align: center;">PROPOSED SOUTH ELEVATION</p> <p style="text-align: center;">PROPOSED NORTH ELEVATION</p> <p style="text-align: center;">PROPOSED WALL SECTION</p> <p style="text-align: center;">PROPOSED WALL SECTION</p>																			

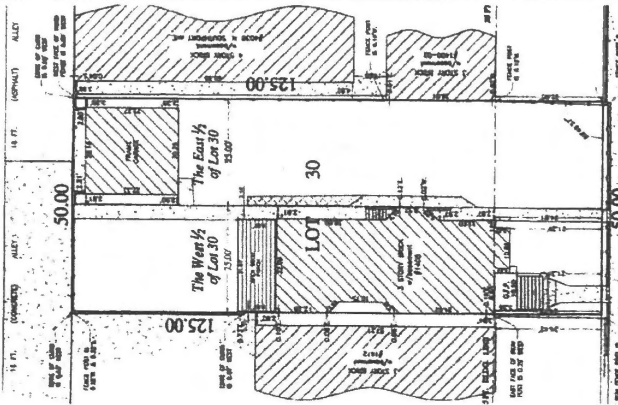
A-4  
4 OF 4



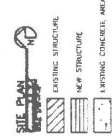


1408 W. CUYLER AVE. CHICAGO, ILLINOIS 60613

INTERIOR RENOVATION OF THE EXISTING 3 STORY BRICK BUILDING, AND CONVERSION EXISTING 3 DUs TO 4 DUs WITH NEW REAR OPEN PORCH / S.A.E. 1408 W. CUYLER AVE. CHICAGO, ILLINOIS 60613



W. CUYLER AVE.



2018 ELECTRICAL CONSULTING TO THIS PROJECT

ARCHITECT OF RECORD: BARRY M. GINSBERG ARCHITECTS, INC. 1408 W. CUYLER AVE. CHICAGO, ILLINOIS 60613



INTERIOR RENOVATION OF THE EXISTING 3 STORY BRICK BUILDING WITH NEW REAR OPEN PORCH / S.A.E. 1408 W. CUYLER AVE. CHICAGO, ILLINOIS 60613

Table with columns: SHEET NAME, DATE, REVISION, SHEET NO. Includes sheet title 'A-1' and revision '1'.

CONCRETE AND FOUNDATIONS: 1. ALL CONCRETE SHALL BE PLACED IN ONE CONTINUOUS POUR... 2. ALL CONCRETE SHALL BE PLACED IN ONE CONTINUOUS POUR... 3. ALL CONCRETE SHALL BE PLACED IN ONE CONTINUOUS POUR...

CODE MATRIX table with columns: Code, Description, and Reference. Lists various codes and their corresponding descriptions.

SHEET INDEX

- A-1 SITE PLAN, CODE MATRIX & NOTES
A-2 EXISTING DEMO FLOOR PLANS AND WALL SECTION
A-3 PROPOSED FLOOR PLANS AND DETAILS
A-4 PROPOSED PORCH PLANS AND WALL SECTION
A-5 PORCH SECTION ELEVATION AND DETAILS
M-1 MECHANICAL PLANS
M-2 MECHANICAL PLANS
E-1 ELECTRICAL PLANS
E-2 ELECTRICAL PLANS
P-1 PLUMBING DIAGRAMS

NOTICE TO CONTRACTORS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS... 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS...

GENERAL NOTES: 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO... 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO... 3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF CHICAGO...

DATE: 06/15/23
Barry M. Ginsberg, P.E.
Professional Engineer Seal





**PROPOSED BASEMENT FLOOR PLAN**

**PROPOSED FIRST FLOOR PLAN**

**ARCHITECT:**  
**OF RECORD:**  
 JAMES R. STEVENS  
 ARCHITECT  
 1100 W. CUYLER AVE. CHICAGO, ILLINOIS 60611  
 TEL: (773) 441-1316  
 FAX: (773) 441-1316

**INTERIOR RENOVATION  
 OF THE EXISTING 4 STORY BRICK BUILDING  
 WITH NEW REAR OPEN PORCH / R.A.E.  
 1100 W. CUYLER AVE CHICAGO ILLINOIS 60611**

**PROJECT NO:** 2023-00000000  
**DATE:** 03/20/24  
**SCALE:** 1/8" = 1'-0"

**SHEET NAME:**  
 INTERIOR RENOVATION  
 1100 W. CUYLER AVE

**DATE:** 03/20/24  
**BY:** JRS  
**CHECKED BY:** JRS

**A-3**  
 1 OF 10

**LEGEND:**  
 1. EXISTING  
 2. NEW  
 3. REMOVE  
 4. FINISH  
 5. CONSTRUCTION  
 6. MECHANICAL  
 7. ELECTRICAL  
 8. PLUMBING  
 9. STRUCTURAL  
 10. OTHER

**SECTION 1: NON-BEARING WALL**  
 1. 1/2" GYP BOARD  
 2. 1/2" GYP BOARD  
 3. 1/2" GYP BOARD  
 4. 1/2" GYP BOARD  
 5. 1/2" GYP BOARD  
 6. 1/2" GYP BOARD  
 7. 1/2" GYP BOARD  
 8. 1/2" GYP BOARD  
 9. 1/2" GYP BOARD  
 10. 1/2" GYP BOARD

**SECTION 2: PAULING WALL**  
 1. 1/2" GYP BOARD  
 2. 1/2" GYP BOARD  
 3. 1/2" GYP BOARD  
 4. 1/2" GYP BOARD  
 5. 1/2" GYP BOARD  
 6. 1/2" GYP BOARD  
 7. 1/2" GYP BOARD  
 8. 1/2" GYP BOARD  
 9. 1/2" GYP BOARD  
 10. 1/2" GYP BOARD

**SECTION 3: WALL SECTION WITH ROOF FLOORING**  
 1. 1/2" GYP BOARD  
 2. 1/2" GYP BOARD  
 3. 1/2" GYP BOARD  
 4. 1/2" GYP BOARD  
 5. 1/2" GYP BOARD  
 6. 1/2" GYP BOARD  
 7. 1/2" GYP BOARD  
 8. 1/2" GYP BOARD  
 9. 1/2" GYP BOARD  
 10. 1/2" GYP BOARD

**FINISH SCHEDULE**

NO.	DESCRIPTION	UNIT
1	1/2" GYP BOARD	1
2	1/2" GYP BOARD	1
3	1/2" GYP BOARD	1
4	1/2" GYP BOARD	1
5	1/2" GYP BOARD	1
6	1/2" GYP BOARD	1
7	1/2" GYP BOARD	1
8	1/2" GYP BOARD	1
9	1/2" GYP BOARD	1
10	1/2" GYP BOARD	1
11	1/2" GYP BOARD	1
12	1/2" GYP BOARD	1
13	1/2" GYP BOARD	1
14	1/2" GYP BOARD	1
15	1/2" GYP BOARD	1
16	1/2" GYP BOARD	1
17	1/2" GYP BOARD	1
18	1/2" GYP BOARD	1
19	1/2" GYP BOARD	1
20	1/2" GYP BOARD	1
21	1/2" GYP BOARD	1
22	1/2" GYP BOARD	1
23	1/2" GYP BOARD	1
24	1/2" GYP BOARD	1
25	1/2" GYP BOARD	1
26	1/2" GYP BOARD	1
27	1/2" GYP BOARD	1
28	1/2" GYP BOARD	1
29	1/2" GYP BOARD	1
30	1/2" GYP BOARD	1
31	1/2" GYP BOARD	1
32	1/2" GYP BOARD	1
33	1/2" GYP BOARD	1
34	1/2" GYP BOARD	1
35	1/2" GYP BOARD	1
36	1/2" GYP BOARD	1
37	1/2" GYP BOARD	1
38	1/2" GYP BOARD	1
39	1/2" GYP BOARD	1
40	1/2" GYP BOARD	1
41	1/2" GYP BOARD	1
42	1/2" GYP BOARD	1
43	1/2" GYP BOARD	1
44	1/2" GYP BOARD	1
45	1/2" GYP BOARD	1
46	1/2" GYP BOARD	1
47	1/2" GYP BOARD	1
48	1/2" GYP BOARD	1
49	1/2" GYP BOARD	1
50	1/2" GYP BOARD	1
51	1/2" GYP BOARD	1
52	1/2" GYP BOARD	1
53	1/2" GYP BOARD	1
54	1/2" GYP BOARD	1
55	1/2" GYP BOARD	1
56	1/2" GYP BOARD	1
57	1/2" GYP BOARD	1
58	1/2" GYP BOARD	1
59	1/2" GYP BOARD	1
60	1/2" GYP BOARD	1
61	1/2" GYP BOARD	1
62	1/2" GYP BOARD	1
63	1/2" GYP BOARD	1
64	1/2" GYP BOARD	1
65	1/2" GYP BOARD	1
66	1/2" GYP BOARD	1
67	1/2" GYP BOARD	1
68	1/2" GYP BOARD	1
69	1/2" GYP BOARD	1
70	1/2" GYP BOARD	1
71	1/2" GYP BOARD	1
72	1/2" GYP BOARD	1
73	1/2" GYP BOARD	1
74	1/2" GYP BOARD	1
75	1/2" GYP BOARD	1
76	1/2" GYP BOARD	1
77	1/2" GYP BOARD	1
78	1/2" GYP BOARD	1
79	1/2" GYP BOARD	1
80	1/2" GYP BOARD	1
81	1/2" GYP BOARD	1
82	1/2" GYP BOARD	1
83	1/2" GYP BOARD	1
84	1/2" GYP BOARD	1
85	1/2" GYP BOARD	1
86	1/2" GYP BOARD	1
87	1/2" GYP BOARD	1
88	1/2" GYP BOARD	1
89	1/2" GYP BOARD	1
90	1/2" GYP BOARD	1
91	1/2" GYP BOARD	1
92	1/2" GYP BOARD	1
93	1/2" GYP BOARD	1
94	1/2" GYP BOARD	1
95	1/2" GYP BOARD	1
96	1/2" GYP BOARD	1
97	1/2" GYP BOARD	1
98	1/2" GYP BOARD	1
99	1/2" GYP BOARD	1
100	1/2" GYP BOARD	1

**FINISH SCHEDULE**

NO.	DESCRIPTION	UNIT
1	1/2" GYP BOARD	1
2	1/2" GYP BOARD	1
3	1/2" GYP BOARD	1
4	1/2" GYP BOARD	1
5	1/2" GYP BOARD	1
6	1/2" GYP BOARD	1
7	1/2" GYP BOARD	1
8	1/2" GYP BOARD	1
9	1/2" GYP BOARD	1
10	1/2" GYP BOARD	1
11	1/2" GYP BOARD	1
12	1/2" GYP BOARD	1
13	1/2" GYP BOARD	1
14	1/2" GYP BOARD	1
15	1/2" GYP BOARD	1
16	1/2" GYP BOARD	1
17	1/2" GYP BOARD	1
18	1/2" GYP BOARD	1
19	1/2" GYP BOARD	1
20	1/2" GYP BOARD	1
21	1/2" GYP BOARD	1
22	1/2" GYP BOARD	1
23	1/2" GYP BOARD	1
24	1/2" GYP BOARD	1
25	1/2" GYP BOARD	1
26	1/2" GYP BOARD	1
27	1/2" GYP BOARD	1
28	1/2" GYP BOARD	1
29	1/2" GYP BOARD	1
30	1/2" GYP BOARD	1
31	1/2" GYP BOARD	1
32	1/2" GYP BOARD	1
33	1/2" GYP BOARD	1
34	1/2" GYP BOARD	1
35	1/2" GYP BOARD	1
36	1/2" GYP BOARD	1
37	1/2" GYP BOARD	1
38	1/2" GYP BOARD	1
39	1/2" GYP BOARD	1
40	1/2" GYP BOARD	1
41	1/2" GYP BOARD	1
42	1/2" GYP BOARD	1
43	1/2" GYP BOARD	1
44	1/2" GYP BOARD	1
45	1/2" GYP BOARD	1
46	1/2" GYP BOARD	1
47	1/2" GYP BOARD	1
48	1/2" GYP BOARD	1
49	1/2" GYP BOARD	1
50	1/2" GYP BOARD	1
51	1/2" GYP BOARD	1
52	1/2" GYP BOARD	1
53	1/2" GYP BOARD	1
54	1/2" GYP BOARD	1
55	1/2" GYP BOARD	1
56	1/2" GYP BOARD	1
57	1/2" GYP BOARD	1
58	1/2" GYP BOARD	1
59	1/2" GYP BOARD	1
60	1/2" GYP BOARD	1
61	1/2" GYP BOARD	1
62	1/2" GYP BOARD	1
63	1/2" GYP BOARD	1
64	1/2" GYP BOARD	1
65	1/2" GYP BOARD	1
66	1/2" GYP BOARD	1
67	1/2" GYP BOARD	1
68	1/2" GYP BOARD	1
69	1/2" GYP BOARD	1
70	1/2" GYP BOARD	1
71	1/2" GYP BOARD	1
72	1/2" GYP BOARD	1
73	1/2" GYP BOARD	1
74	1/2" GYP BOARD	1
75	1/2" GYP BOARD	1
76	1/2" GYP BOARD	1
77	1/2" GYP BOARD	1
78	1/2" GYP BOARD	1
79	1/2" GYP BOARD	1
80	1/2" GYP BOARD	1
81	1/2" GYP BOARD	1
82	1/2" GYP BOARD	1
83	1/2" GYP BOARD	1
84	1/2" GYP BOARD	1
85	1/2" GYP BOARD	1
86	1/2" GYP BOARD	1
87	1/2" GYP BOARD	1
88	1/2" GYP BOARD	1
89	1/2" GYP BOARD	1
90	1/2" GYP BOARD	1
91	1/2" GYP BOARD	1
92	1/2" GYP BOARD	1
93	1/2" GYP BOARD	1
94	1/2" GYP BOARD	1
95	1/2" GYP BOARD	1
96	1/2" GYP BOARD	1
97	1/2" GYP BOARD	1
98	1/2" GYP BOARD	1
99	1/2" GYP BOARD	1
100	1/2" GYP BOARD	1

**INTENTION RENOVATION AND CONVERSION EXISTING 3 D.C.S TO 4 D.C.S WITH NEW REAR OPEN PORCH / S.A.E**  
1402 W. CUYLER AVE CHICAGO, ILLINOIS 60613

**ARCHITECT OF RECORD:**  
R. J. G. ARCHITECTS  
1402 W. CUYLER AVE  
CHICAGO, ILLINOIS 60613  
TEL: (773) 442-1111  
FAX: (773) 442-1112  
WWW.RJGARCHITECTS.COM

**PROPOSED FLOOR PLAN**  
SHEET NAME  
DATE: 02/14/24  
SCALE: AS SHOWN

**A-4**  
1 OF 10

**PROPOSED WALL SECTION**  
SCALE: 1/8" = 1'-0"

**PROPOSED THIRD FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**PROPOSED SECOND FLOOR PLAN**  
SCALE: 1/8" = 1'-0"

**NEW PORCH ROOF PLAN**  
SCALE: 1/8" = 1'-0"

**WINDOW SCHEDULE**

#	TYPE	SIZE	MTS	FINISH	REMARKS
1	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
2	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
3	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
4	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
5	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
6	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
7	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
8	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
9	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
10	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
11	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
12	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
13	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
14	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
15	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
16	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
17	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
18	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
19	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
20	NEW WINDOW	4'-0" x 6'-0"	1	WOOD	NEW WINDOW

**NEW WINDOW SCHEDULE**

TYPE	SIZE	MTS	FINISH	REMARKS
1	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
2	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
3	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
4	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
5	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
6	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
7	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
8	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
9	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
10	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
11	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
12	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
13	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
14	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
15	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
16	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
17	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
18	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
19	4'-0" x 6'-0"	1	WOOD	NEW WINDOW
20	4'-0" x 6'-0"	1	WOOD	NEW WINDOW

**NOTES:**  
1. ALL WINDOW FINISHES TO BE AS SHOWN ON SCHEDULE.  
2. ALL WINDOW SIZES TO BE AS SHOWN ON SCHEDULE.  
3. ALL WINDOW TYPES TO BE AS SHOWN ON SCHEDULE.  
4. ALL WINDOW MOUNTINGS TO BE AS SHOWN ON SCHEDULE.  
5. ALL WINDOW FINISHES TO BE AS SHOWN ON SCHEDULE.  
6. ALL WINDOW SIZES TO BE AS SHOWN ON SCHEDULE.  
7. ALL WINDOW TYPES TO BE AS SHOWN ON SCHEDULE.  
8. ALL WINDOW MOUNTINGS TO BE AS SHOWN ON SCHEDULE.



*Reclassification Of Area Shown On Map No. 11-H.*  
(As Amended)  
(Application No. 22368T1)  
(Common Address: 4531 N. Western Ave.)

[SO2024-0007776]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all the B2-3 Neighborhood Mixed-Use District symbols and indications as shown on Zoning Map Index Number 11-H in the area 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,

to those of a B2-3 Neighborhood Mixed-Use District (as amended).

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plans; Basement, 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Floor Plans;  
Roof Plan; and Front and Rear Building Elevations  
attached to this ordinance printed on  
pages 10540 through 10547  
of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

## Final for Publication

**SUBSTITUTE NARRATIVE & PLANS**

Application No. 22368-T1

**17-13-0303-C (1) Type 1 Narrative & Plans - Zoning Map Amendment**

4531 North Western Avenue, Chicago, Illinois

Proposed Zoning: B2-3 Neighborhood Mixed-Use District

Lot Area: 5,311 square feet

Proposed Land Use: The Applicant is seeking an elective *Type 1 Zoning Map Amendment*, pursuant to Section 17-13-0303-D of the Chicago Zoning Ordinance, in order to permit the construction of a new four-story eight-unit all *residential* building, with onsite accessory parking for eight vehicles, at the subject property. The programming for the proposed new building calls for two *duplex* units to be established on and between the Basement and 1<sup>st</sup> Floor, with two *simplex* units on each the 2<sup>nd</sup> through 4<sup>th</sup> Floors. No *commercial* space is intended or proposed. There will be interior parking for a total of eight (8) automobiles situated within the basement (*attached garage*), with access directly off of the Public Alley. The new proposed improvements will be masonry in construction, with the building measuring 47 feet-2 inches in height.

- (A) The Project's Floor Area Ratio: 15,088 square feet (2.8 FAR) – *\*exclusive of rooftop stairway and elevator enclosures*; 15,543 square feet square feet (2.9 FAR) - *inclusive of rooftop stairway and elevator enclosures*

\*Pursuant to Section 17-17-0311-C, the *stairway and elevator enclosures* providing access to the rooftop deck/patio for the proposed new building is NOT counted as floor area for the purpose of calculating the project's *floor area ratio*, based on the orientation and relevant measurements for such structures/enclosures.

- (B) The Project's Density (Lot Area Per Dwelling Unit): 8 dwelling units (663.9 square feet per dwelling unit)
- (C) The amount of off-street parking: \*8 total automobile spaces; \*\*2 total bicycle spaces

\*The Applicant is seeking an *Administrative Adjustment* to increase the *Minimum Automobile Parking Ratio* for this *Transit-Served Location (TSL)*, from four parking spaces (50%) to eight parking spaces (100%), so that the residents of each of the proposed new dwelling units will have secured parking for their own personal vehicle, pursuant to Sections 17-3-0308(4) and 17-13-1003-EE of the Zoning Ordinance. Based on market demand and community feedback, the proposed new large format ('family-oriented') units will be offered for-sale as "condominiums." The market data for this neighborhood clearly shows that all owner-occupied units of this size and format are deeded at least one (1) off-street parking space and similar units without such accommodations are commercially unviable.

## Final for Publication

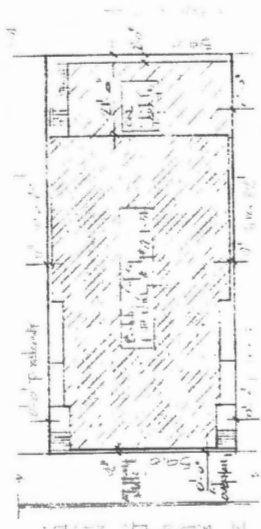
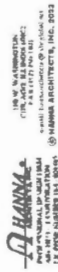
\*\*The Applicant is also seeking an *Administrative Adjustment* to reduce the required number of bicycle parking spaces to service the proposed new multi-unit *residential* building – from eight to two bicycles, pursuant to Section 17-13-1003-GG of the Zoning Ordinance. Due to the significantly *substandard lot depth* plaguing the subject property and the necessary corresponding configuration of the proposed new building on such *substandard* site, it is impossible for the Applicant to provide eight (8) code-compliant bicycle racks and/or storage spaces, without otherwise compromising strict compliance with the other *Bulk & Density Standards* and related building-design guidelines.

- (D) Setbacks: a. Front Setback: 0 foot-0 inches  
 b. \*Rear Setback: 21 feet-0 inches

\*The Applicant is seeking an *Administrative Adjustment* to reduce the required *rear setback* for *residential* use by not more than 50% - from 30 feet to 21 feet, pursuant to Section 17-13-1003-I of the Zoning Ordinance. The proposed 30% (9 feet) reduction of the required *rear setback* is necessary to overcome the significantly *substandard lot depth* plaguing the subject site, which such menacing topographic condition (*hardship*) prevents the Applicant from constructing a strictly code-compliant multi-unit *residential* building that features functional and ‘standard’ sized floor plates. The Applicant designed the proposed new multi-family *residential* building with considerable deference to the immediately adjacent improvements, and – too, drawing inspiration from the character and functionality of the other buildings that comprise the subject block, which such block includes several improved properties with reduced *rear yard depths*.

- c. Side Setbacks:  
 North: 0 feet-0 inches  
 South: 0 feet-0 inches
- (E) Building Height: 47 feet-2 inches (*underside of 4<sup>th</sup> Floor ceiling*); 55 feet-8 inches (*highest point of the rooftop enclosures*)

Final for Publication

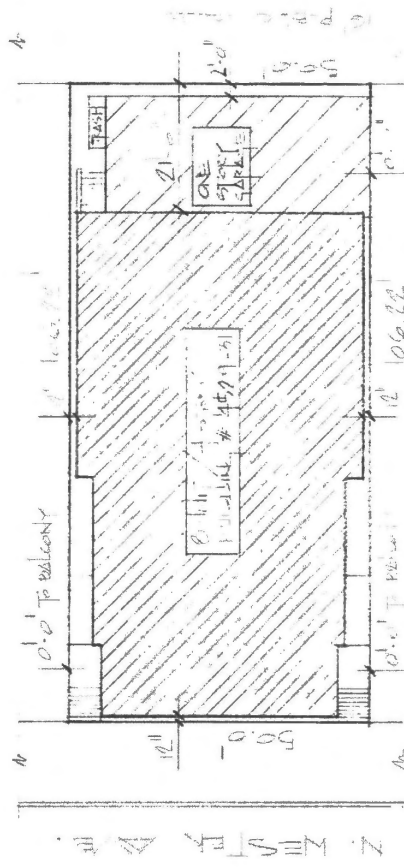


Lot Area	10,000 sq. ft.
Public Use	2,000 sq. ft.
Other	8,000 sq. ft.
Total	10,000 sq. ft.

- Zoning Relief:
1. REAR YARD SETBACK 2'-0"
  2. 2 BICYCLE SPACES
  3. 8 PARKING SPACES FOR BIKES IN LOT.

**HANNA ARCHITECTS, INC.**  
 PROFESSIONAL DESIGN FIRM  
 ARCHITECT CORPORATION  
 LICENSE NUMBER 194-001485

180 W. WASHINGTON  
 CHICAGO, ILLINOIS 60602  
 TAX (312) 750-1801  
 e-mail: hannaarchitects@abgglobal.net  
 © **HANNA ARCHITECTS, INC. 2022**



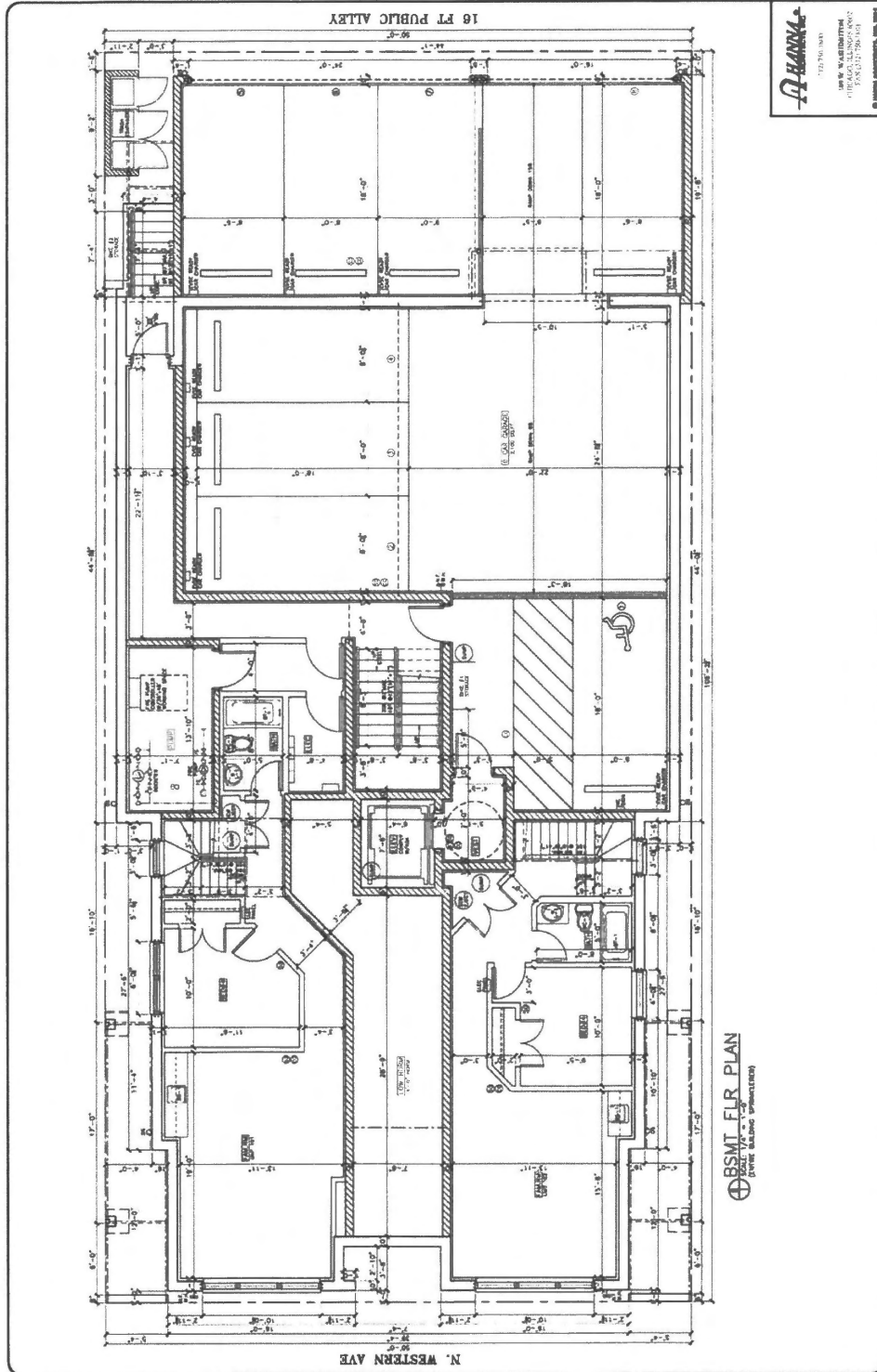
① SITE PLAN  
 1/8" = 1'-0"

ZONING INFORMATION	
Lot Area	5,311 SF
Garage Area	1,067 SF
Max. Building Area	15,999 SF
Max. Height	0
1st Floor	2,772 SF
2nd Floor	2,772 SF
3rd Floor	2,772 SF
4th Floor	2,772 SF
<b>TOTAL</b>	<b>15,088 SF</b>

\* Not including Rooftop Enclosure

Final for Publication





Final for Publication

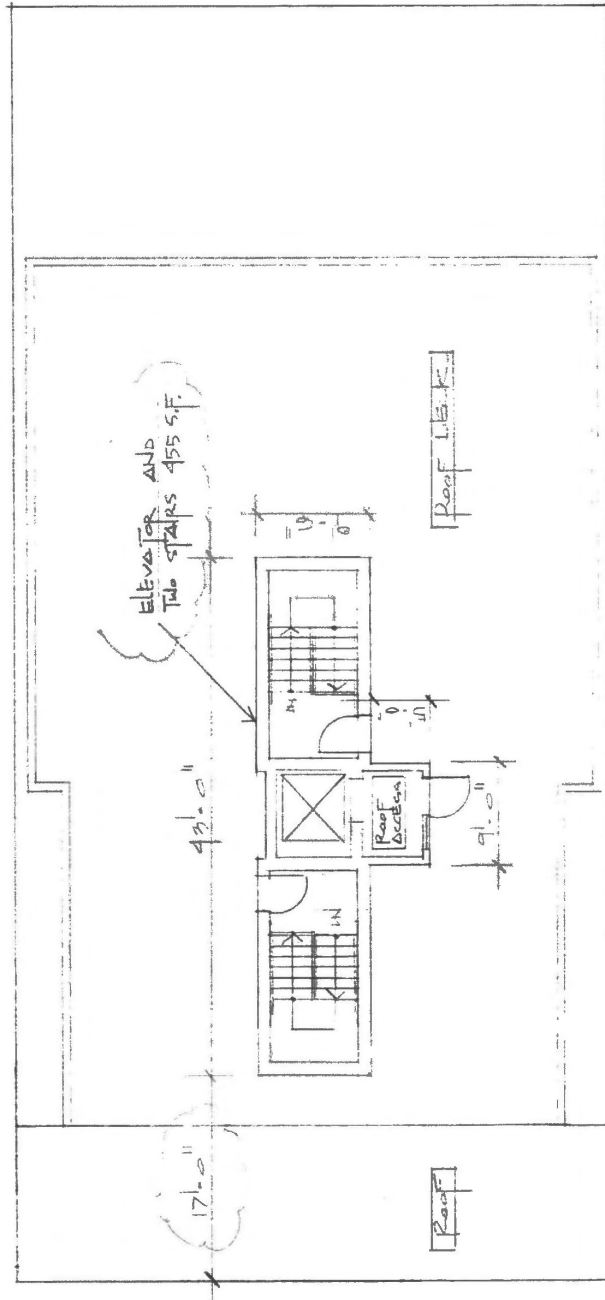




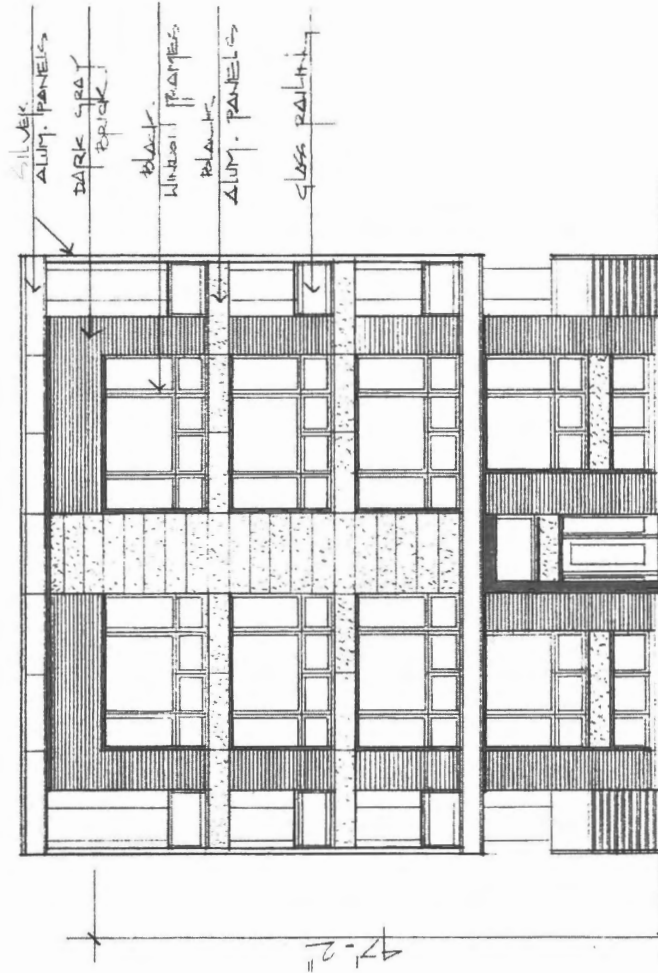
**HANNA ARCHITECTS, INC.**  
 PROFESSIONAL DESIGN FIRM  
 ARCHITECT CORPORATION  
 LICENSE NUMBER 184-001465

180 W. WASHINGTON  
 CHICAGO, ILLINOIS 60602  
 FAX (312) 750-1811  
 e-mail: hannaarchitects@abgglobal.net  
 © MANNA ARCHITECTS, INC. 2024

Final for Publication



Roof PLAN (455 S.F.)  
 1/8" = 1'-0"



FRONT ELEVATION  
 1/10 = 1/8"

120 W. WASHINGTON  
 CHICAGO, ILLINOIS 60602  
 FAX (312) 750-1811  
 e-mail: hannaarchitects@rcgglobal.net  
 WWW.HANNAARCHITECTS.COM  
 LICENSE NUMBER 141 071495 © HANNA ARCHITECTS, INC. 2022



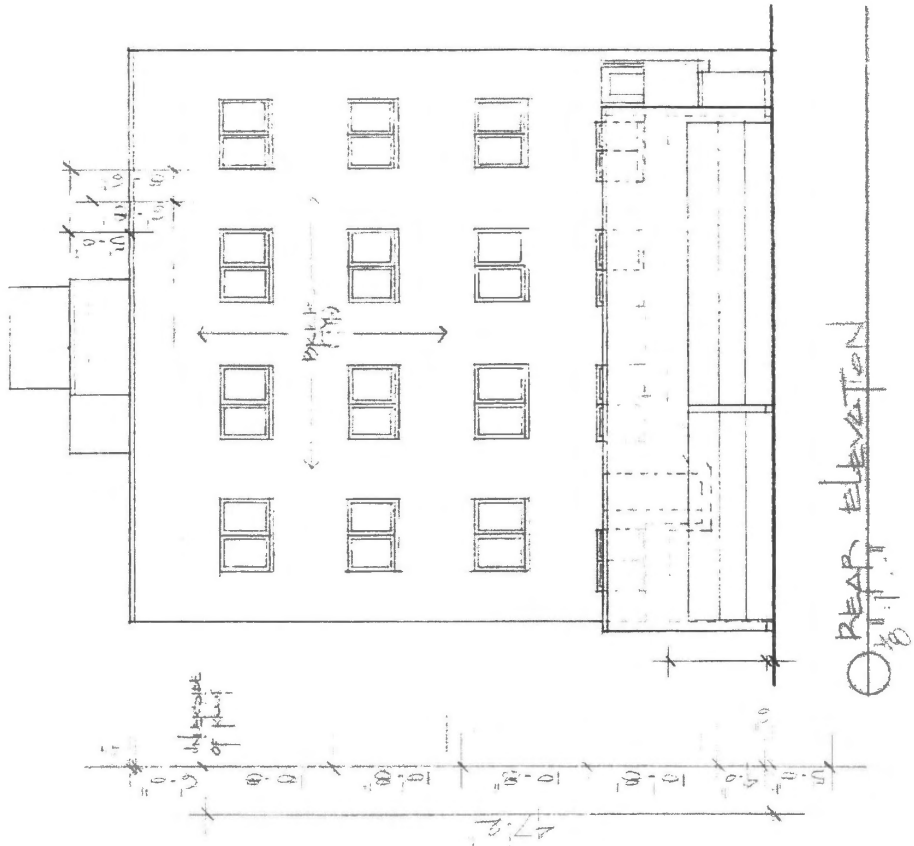
PROFESSIONAL DESIGN FIRM

Final for Publication

**HANNA ARCHITECTS, INC.**  
 PROFESSIONAL DESIGN FIRM  
 ARCHITECT CORPORATION  
 LICENSE NUMBER 184 - 001485

180 W. WASHINGTON  
 CHICAGO, ILLINOIS 60602  
 FAX (312) 750-1801  
 e-mail: hannaarchitects@steglobal.net  
 © HANNA ARCHITECTS, INC. 2022

Final for Publication



*Reclassification Of Area Shown On Map No. 13-H.*

(Application No. A-8866)

(Common Address: 1700 -- 1706 W. Foster Ave.)

[O2024-0007892]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-H in the area bounded by:

a line 53.04 feet north of and parallel to West Foster Avenue; North Paulina Street; West Foster Avenue; and the alley next west of and parallel to North Paulina Street,

to those of a B2-2 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 13-I.*

(Application No. 22362T1)

(Common Address: 5039 N. Troy St.)

[O2024-0007726]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 13-I in the area bounded by:

a line 180.11 feet south of and parallel to West Carmen Avenue; the public alley next east of and parallel to North Troy Street; 210.11 feet south of and parallel to West Carmen Avenue; and North Troy Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Basement, 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> Floor Plans; and North, South, East and West Building Elevations attached to this ordinance printed on pages 10550 through 10552 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

FINAL FOR PUBLICATION

## TYPE 1 ZONING AMENDMENT PROJECT NARRATIVE 5039 NORTH TROY STREET

The Applicant seeks to rezone 5039 North Troy Street (the “Property”) from an RS-3 Residential Single-Unit District to an RT-4 Residential Two-Flat, Townhouse and Multi-Unit District to bring the Property into a zoning district compliant with its existing use and to legalize the existing garden unit. The Property is a transit-served location because it is 528 feet from the Kedzie and Carmen CTA bus line corridor.

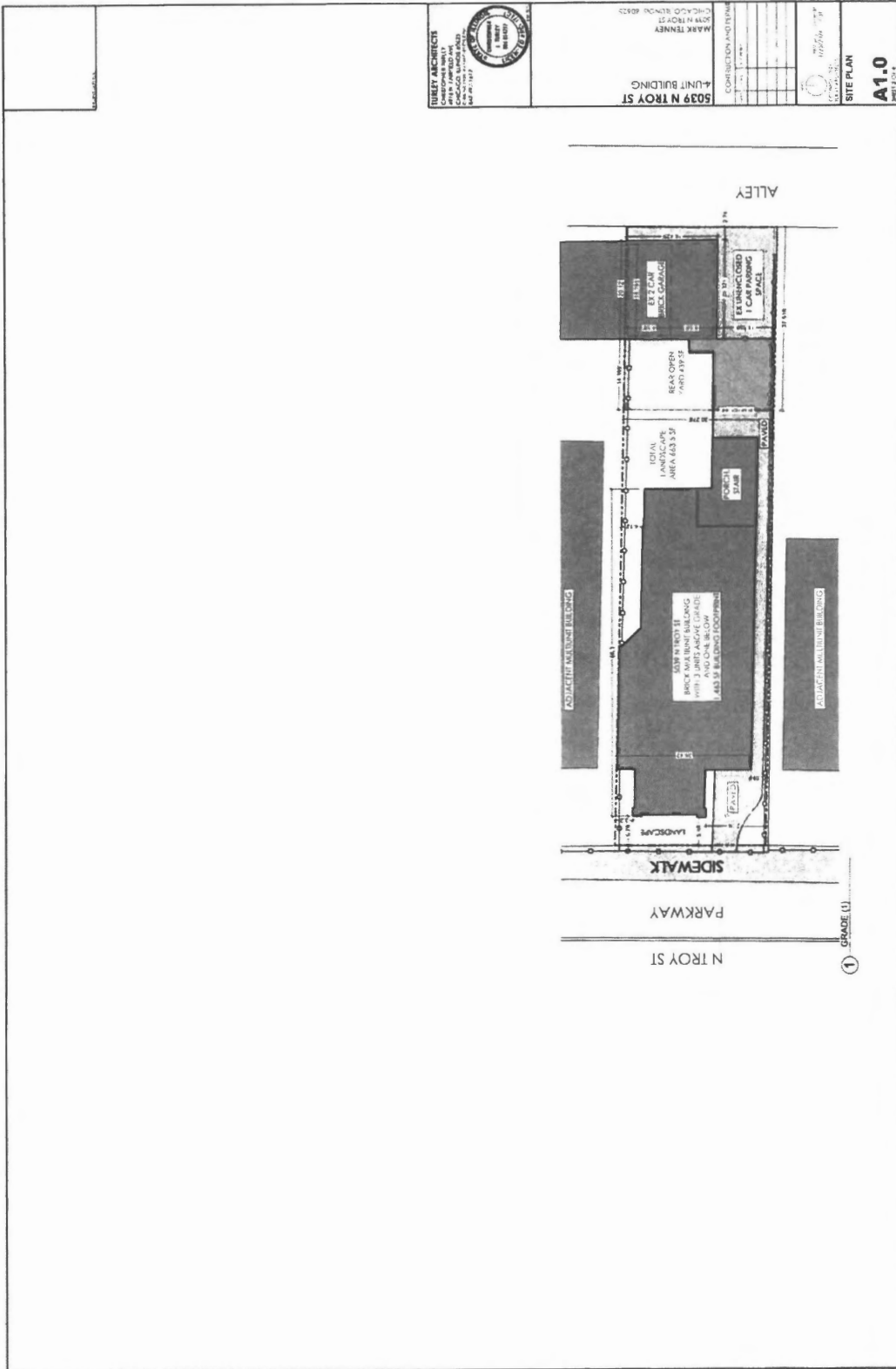
The property located at 5039 North Troy Street is currently improved with a nonconforming three-story residential building with four (4) dwelling units and three (3) vehicle parking spaces. The Property sits in an RS-3 zoning district which prohibits the Property’s existing density. No commercial space will be provided, and the existing building’s height is 39 feet, 7.75 inches. No changes are being proposed to the existing residential building. The Property has an existing nonconforming front setback of 5.68 feet and a non-conforming side setback of 3.29 feet. Pursuant to Section 17-13-0303-D the Applicant seeks relief from the minimum lot area per unit requirement under Section 17-13-1003-A to reduce the minimum lot area required from 1,000 square feet to 937.5 square feet. The Property is eligible for the requested relief because the reduction sought does not result in a minimum lot area that is less than 90% of the required minimum lot area.

### Project Bulk and Density

	<b>5039 North Troy Street</b>
Lot Area	3,750 SF
Density MLA (Lot area per unit)	937.5 SF (4 DU)
Commercial SF	0 SF
Off Street Parking	3 spaces
Rear Setback	37.52 feet (existing)
Side Setback (West)	0 feet (existing)
Side Setback (East)	3.29 feet (existing)
Front Setback	5.68 feet (existing)
Building SF	5832 SF (existing)
FAR	1.56 (existing)
Building Height	39 feet 7.75 inches



FINAL FOR PUBLICATION!



**TURLEY ARCHITECTS**  
 1000 N LAUREL ST  
 CHICAGO, IL 60610  
 TEL: 312.467.1111  
 WWW.TURLEYARCHITECTS.COM

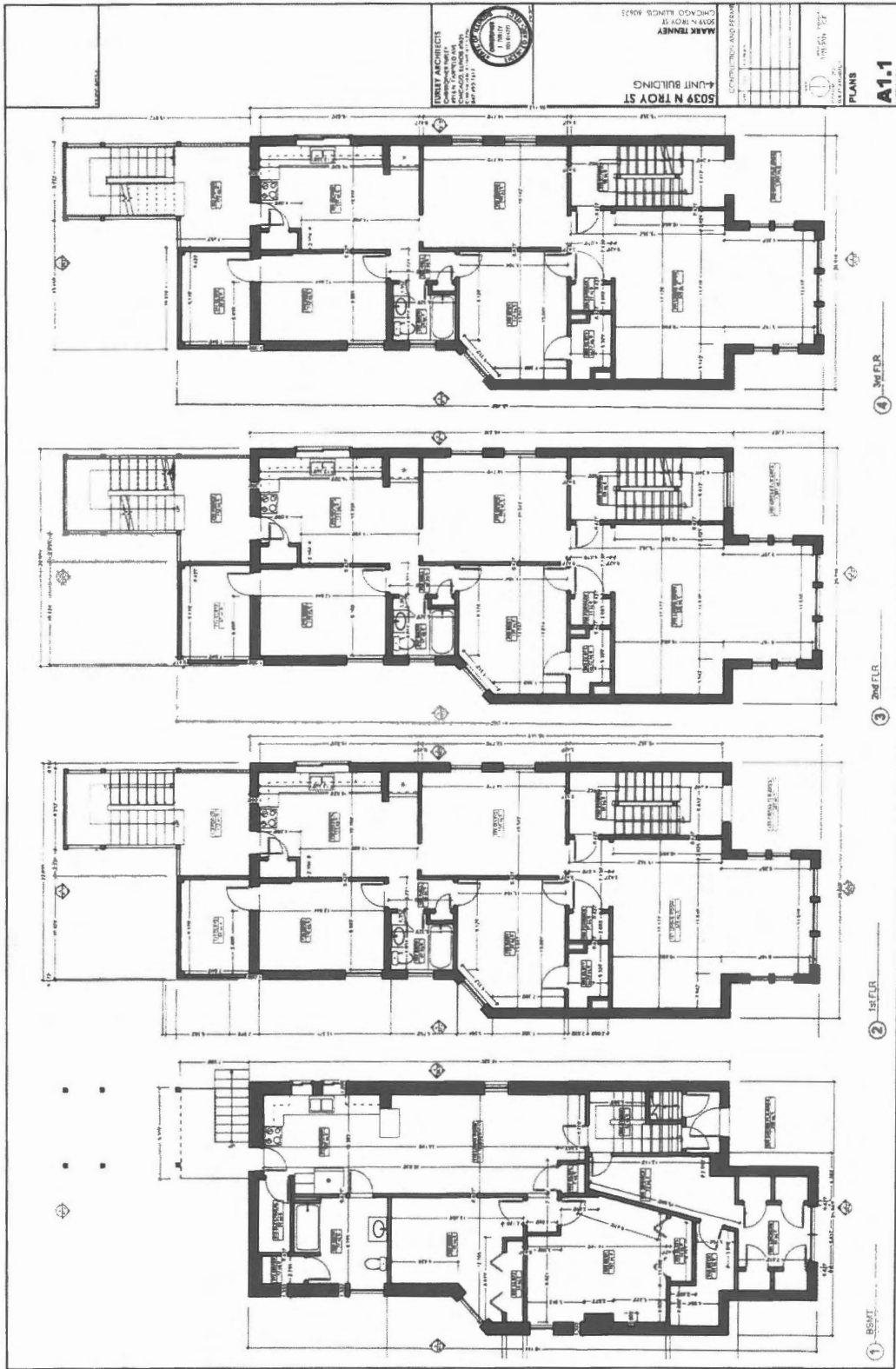
**5039 N TROY ST**  
 4-UNIT BUILDING  
 CHICAGO, ILLINOIS 60625

MARK TENNEY  
 2079 N TROY ST  
 CHICAGO, ILLINOIS 60625

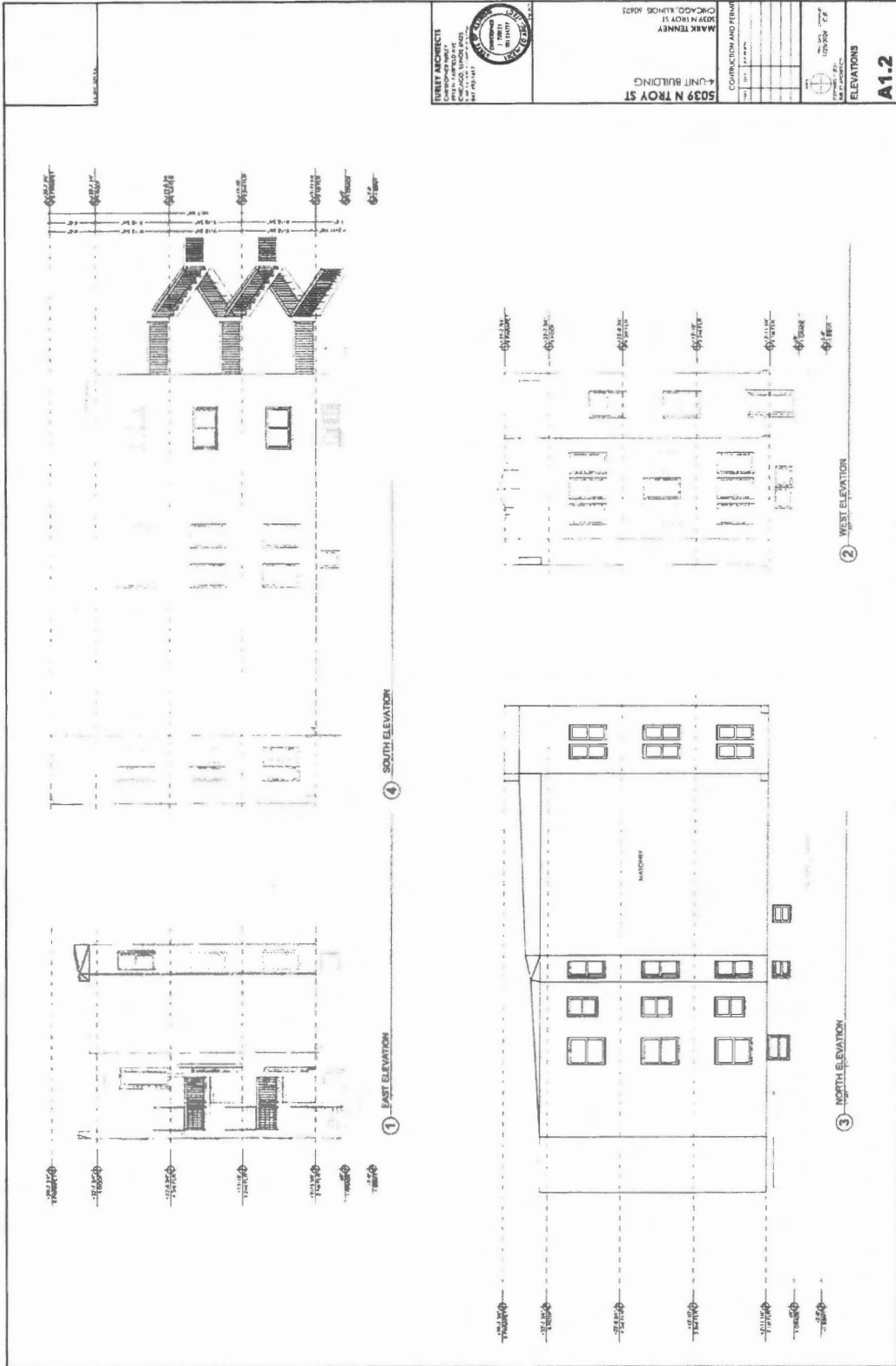
CONSTRUCTION NAME

**SITE PLAN**  
**A1.0**  
 SHEET 1 OF 4

FINAL FOR PUBLICATION



FINAL FOR PUBLICATION



*Reclassification Of Area Shown On Map No. 14-M.*

(Application No. A-8856)

(Common Address: 6244 -- 6250 W 63<sup>rd</sup> St.)

[O2024-0005679]

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

SECTION 1. The Chicago Zoning Ordinance is amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 14-M in the area bounded by:

the alley next north of and parallel to West 63<sup>rd</sup> Street; a line 83.63 feet west of and parallel to South Merrimac Avenue; West 63<sup>rd</sup> Street; and a line 267.26 feet west of and parallel to South Merrimac Avenue,

to those of an RS2 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be effective after its passage and publication.

---

*Reclassification Of Area Shown On Map No. 15-K.*

(Application No. 22366)

(Common Address: 4032 -- 4038 W. Peterson Ave.)

[O2024-0007757]

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

SECTION 1. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 15-K in the area bounded by:

the public alley next north of and parallel to West Peterson Avenue; North Keystone Avenue; West Peterson Avenue; and a line 50 feet west of and parallel to North Keystone Avenue,

to those of a C1-1 Neighborhood Commercial District which is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 24-F.*

(Application No. 22356)

(Common Address: 746 -- 748 W. 103<sup>rd</sup> St.)

[O2024-0007705]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-1 Community Shopping District symbols as shown on Map Number 24-F in the area bounded by:

the public alley next north of and parallel to West 103<sup>rd</sup> Street; a line 128.40 feet east of and parallel to South Halsted Street; West 103<sup>rd</sup> Street; and a line 72.40 feet east of and parallel to South Halsted Street,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance takes effect after its passage and due publication.

---

DESIGNATION OF PHEBE AND JOHN GRAY HOUSE AT 4362 W. GRACE ST. AS CHICAGO LANDMARK.

[O2024-0007798]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on March 14, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2024-0007733 which is an amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for sports and recreation permits in specific use categories in Planned Manufacturing District Number 4-A located in the 27<sup>th</sup> Ward.

Page 1 also contains the historical landmark designation for the Phebe and John Gray House located at 4362 West Grace Street in the 30<sup>th</sup> Ward.

Pages 1 through 7 contain various map amendments in the 1<sup>st</sup>, 11<sup>th</sup>, 13<sup>th</sup>, 21<sup>st</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 28<sup>th</sup>, 33<sup>rd</sup>, 35<sup>th</sup>, 39<sup>th</sup>, 40<sup>th</sup>, 43<sup>rd</sup> and 47<sup>th</sup> Wards.

Page 7 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2<sup>nd</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 32<sup>nd</sup> and 33<sup>rd</sup> Wards.

I hereby move for passage of the proposed ordinance transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

On motion of Alderperson Lawson, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to the procedures set forth in the Municipal Code of Chicago (the "Municipal Code"), Sections 2-120-620 through -690, the Commission on Chicago Landmarks (the "Commission") has determined that the Phebe and John Gray House, (the "Building"), located at 4362 West Grace Street, Chicago, Illinois, as more fully described in Exhibit A, attached hereto and incorporated herein, satisfies two criteria for landmark designation as set forth in Section 2-120-620(1) and (4) of the Municipal Code; and

WHEREAS, The Building represents the Irving Park neighborhood's early stage as rural farmland in Jefferson Township, prior to annexation by the City of Chicago; and

WHEREAS, The Building's gracious proportions and large corner lot harken back to a time preceding the advent of suburban subdivisions. The juxtaposition of the Gray House with the repeating pattern of standardized house lots that surround it speaks to the development of Chicago's "railroad suburbs" in the 19<sup>th</sup> century; and

WHEREAS, The Building is an exceptional example of 19<sup>th</sup>-century mail-order pattern book architecture, a design and distribution method popularly used in suburban development; and

WHEREAS, The Building is a handsome example of residential architecture in the Italianate style, an architectural style of great significance in the history of Chicago and the United States. It possesses numerous features distinctive to the style, including its asymmetric footprint, arcaded porches, paired arched windows, shallow-gabled roofs, overhanging eaves supported by cornice brackets, balustraded balconies, and a three-story tower; and

WHEREAS, Consistent with Section 2-120-630 of the Municipal Code, the Building has a significant historic, community, architectural, or aesthetic interest or value, the integrity of which is preserved in light of its location, design, setting, materials, workmanship, and ability to express such historic, community, architectural, or aesthetic interest or value; and

WHEREAS, On January 11, 2024, the Commission adopted a resolution recommending to the City Council of the City of Chicago (the "City Council") that the Building be designated a Chicago Landmark; now, therefore,

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

SECTION 1. The above recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Building is hereby designated a Chicago Landmark in accordance with Section 2-120-700 of the Municipal Code.

SECTION 3. For purposes of Sections 2-120-740 and 2-120-770 of the Municipal Code governing permit review, the significant historical and architectural features of the Building are identified as:

-- All exterior elevations, including rooflines, of the building.

Excluded from the significant features is the garage at the northeast corner of the lot, which was permitted for construction in 1989.

SECTION 4. The Commission is hereby directed to create a suitable plaque appropriately identifying the Building as a Chicago Landmark.

SECTION 5. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 6. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 7. This ordinance shall take effect upon its passage and approval.

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

*Exhibit "A".*

Legal Description:

Lots 10, 11 and 12 (except the east 40 feet of said Lots 10, 11 and 12) in Block 5 in Grayland, being a subdivision of the northwest quarter of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Building Address:

4362 West Grace Street  
Chicago, Illinois.

Permanent Index Number:

13-22-111-026-0000.

---

ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:



CHICAGO, March 20, 2024.

*To the President and Members of the City Council:*

Presenting a report for your Committee on Zoning, Landmarks and Building Standards which held a meeting on March 14, 2024, the following items were passed by a majority of the members present:

Page 1 contains Document Number O2024-0007733 which is an amendment of Municipal Code Section 17-6-0403-F by requiring special use approval for sports and recreation permits in specific use categories in Planned Manufacturing District Number 4-A located in the 27<sup>th</sup> Ward.

Page 1 also contains the historical landmark designation for the Phebe and John Gray House located at 4362 West Grace Street in the 30<sup>th</sup> Ward.

Pages 1 through 7 contain various map amendments in the 1<sup>st</sup>, 11<sup>th</sup>, 13<sup>th</sup>, 21<sup>st</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 28<sup>th</sup>, 33<sup>rd</sup>, 35<sup>th</sup>, 39<sup>th</sup>, 40<sup>th</sup>, 43<sup>rd</sup> and 47<sup>th</sup> Wards.

Page 7 also contains various large signs over 100 square feet in area and 24 feet above grade in the 2<sup>nd</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 32<sup>nd</sup> and 33<sup>rd</sup> Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) BENNETT R. LAWSON,  
*Vice-Chair.*

On motion of Alderperson Lawson, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

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

*Nays* -- None.

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

The following are said orders as passed (the italic heading in each case not being a part of the order):

5713 W. Chicago Ave.  
(Permit No. 101039287)

[Or2024-0007690]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Forty Acres Fresh Market

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5713 West Chicago Avenue, Chicago, Illinois 60651

Zoning District: B3-2

DOB Sign Permit Application Number: 101039287

Sign Details:

- 1. On-premises:  X  Or Off-premises:  \_\_\_\_\_
- 2. Static sign:  X  Or Dynamic-image display sign:  \_\_\_\_\_
- 3. Number of sign faces:  1
- 4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:  \_\_\_\_\_
- 5. Dimensions: length, 18 feet, 4 inches; height, 6 feet, 4 inches  
Total square feet in area: 116 feet,  \_\_\_\_\_  inches
- 6. Height above grade: 15 feet, 4 inches
- 7. Elevation (side of building or lot where the sign will be erected): East
- 8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

5713 W. Chicago Ave.  
(East Elevation)

[Or2024-0007694]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Forty Acres Fresh Market

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 5713 West Chicago Avenue, Chicago, Illinois 60651

Zoning District: B3-2

DOB Sign Permit Application Number: \_\_\_\_\_

Sign Details:

1. On-premises:  Or Off-premises: \_\_\_\_\_
2. Static sign:  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 19 feet, 6 inches; height, 10 feet, 0 inches  
Total square feet in area: 195 feet, \_\_\_\_\_ inches
6. Height above grade: 14 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1916 N. Elston Ave.

[Or2024-0007572]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Public Storage

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1916 North Elston Avenue, Chicago, Illinois 60642

Zoning District: M3-3

DOB Sign Permit Application Number: 101042948

Sign Details:

- 1. On-premises:  X  Or Off-premises:  \_\_\_\_\_
- 2. Static sign:  X  Or Dynamic-image display sign:  \_\_\_\_\_
- 3. Number of sign faces:  2
- 4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number:  \_\_\_\_\_
- 5. Dimensions: length, 27 feet, 0 inches; height, 12 feet, 0 inches  
Total square feet in area: 324 feet, 0 inches
- 6. Height above grade: 37 feet, 0 inches
- 7. Elevation (side of building or lot where the sign will be erected): North
- 8. Name of Sign Contractor/Erector: All Right Sign

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2409 N. Elston Ave.  
(Permit No. 101043674)

[Or2024-0007785]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Vienna Beef Ltd.

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2409 North Elston Avenue, Chicago, Illinois 60614

Zoning District: C3-3

DOB Sign Permit Application Number: 101043674

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 24 feet, \_\_\_\_\_ inches; height, 12 feet, \_\_\_\_\_ inches  
Total square feet in area: 288 feet, \_\_\_\_\_ inches
6. Height above grade: 15 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Signarama

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2409 N. Elston Ave.  
(Permit No. 101043676)

[Or2024-0007784]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Vienna Beef Ltd.

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2409 Elston Avenue, Chicago, Illinois 60614

Zoning District: C3-3

DOB Sign Permit Application Number: 101043676

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 12 feet, \_\_\_\_\_ inches; height, 12 feet, \_\_\_\_\_ inches  
Total square feet in area: 144 feet, \_\_\_\_\_ inches
6. Height above grade: 15 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Signarama

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

2409 N. Elston Ave.  
(Permit No. 101043677)

[Or2024-0007727]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Vienna Beef Ltd.

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 2409 Elston Avenue, Chicago, Illinois 60614

Zoning District: C3-3

DOB Sign Permit Application Number: 101043677

Sign Details:

- 1. On-premises:  X  Or Off-premises: \_\_\_\_\_
- 2. Static sign: \_\_\_\_\_ Or Dynamic-image display sign: \_\_\_\_\_
- 3. Number of sign faces:  1
- 4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 12 feet, \_\_\_\_\_ inches; height, 12 feet, \_\_\_\_\_ inches  
Total square feet in area: 144 feet, \_\_\_\_\_ inches
- 6. Height above grade: 15 feet, \_\_\_\_\_ inches
- 7. Elevation (side of building or lot where the sign will be erected): South
- 8. Name of Sign Contractor/Erector: Signarama

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

3737 W. Lawrence Ave.

[Or2024-0007663]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Tapestry 360 Health

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 3737 West Lawrence Avenue, Chicago, Illinois 60625

Zoning District: B1-2

DOB Sign Permit Application Number: 101040510

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: not applicable
5. Dimensions: length, 72 feet, 0 inches; height, 6 feet, 0 inches  
Total square feet in area: 432 feet, 0 inches
6. Height above grade: 10 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): North Elevation
8. Name of Sign Contractor/Erector: H.M. Witt & Company Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.



1163 N. State St.  
(Permit No. 101045725)

[Or2024-0008479]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Sola Salons

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1163 North State Street, Chicago, Illinois 60610

Zoning District: Planned Development Number 1231

DOB Sign Permit Application Number: 101045725

Sign Details:

1. On-premises:  Or Off-premises:
2. Static sign:  Or Dynamic-image display sign:
3. Number of sign faces: 1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: Planned Development Number 1231
5. Dimensions: length, 18 feet, 1 inch; height, 3 feet, 0 inches  
Total square feet in area: 54
6. Height above grade: 31 feet, 0 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: South Water Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1163 N. State St.  
(Permit No. 101045728)

[Or2024-0008477]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Sola Salons

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1163 North State Street, Chicago, Illinois 60610

Zoning District: Planned Development Number 1231

DOB Sign Permit Application Number: 101045728

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  1
4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: Planned Development Number 1231
5. Dimensions: length, 3 feet, 4 inches; height, 3 feet, 4 inches  
Total square feet in area: 12
6. Height above grade: 30 feet, 4 inches to top of sign or sign structure
7. Elevation (side of building or lot where the sign will be erected): Northwest
8. Name of Sign Contractor/Erector: South Water Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

1163 N. State St.  
(Permit No. 101045729)

[Or2024-0008208]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Sola Salons

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1163 North State Street, Chicago, Illinois 60610

Zoning District: Planned Development Number 1231

DOB Sign Permit Application Number: 101045729

Sign Details:

- 1. On-premises:  X  Or Off-premises:  \_\_\_\_\_
- 2. Static sign:  X  Or Dynamic-image display sign:  \_\_\_\_\_
- 3. Number of sign faces:  1
- 4. Projecting over the public way (Yes or No): Yes  
If yes, Public Way Use Number: Planned Development Number 1231
- 5. Dimensions: length, 18 feet, 1 inch; height, 3 feet, 0 inches  
Total square feet in area: 54
- 6. Height above grade: 31 feet, 0 inches to top of sign or sign structure
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: South Water Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

564 W. Taylor St.

[Or2024-0007079\*]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Raising Cane's Restaurants LLC

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 564 West Taylor Street, Chicago, Illinois 60607

Zoning District: DS-5

DOB Sign Permit Application Number: 101039758

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  2
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 16 feet, 0 inches; height, 8 feet, 0 inches  
Total square feet in area: 128 feet, 0 inches
6. Height above grade: 35 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): Southwest Corner
8. Name of Sign Contractor/Erector: All Right Signs, Inc.

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

---

\* Editor's Note: Or2024-0007079 was also passed on February 21, 2024 and printed on page 9865 of the *Journal of the Proceedings of the City Council of the City of Chicago*.

**JOINT COMMITTEE.****COMMITTEE ON HEALTH AND HUMAN RELATIONS  
AND  
COMMITTEE ON WORKFORCE DEVELOPMENT.**

---

AMENDMENT OF TITLE 2 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 2-50-045 AND 2-112-205 REGARDING DEFINITIONS AND TERMS OF HEALTH AND SOCIAL SERVICES CONTRACTS WITH CITY OF CHICAGO.  
[SO2024-0007340]

A Joint Committee, comprised of the members of the Committee on Health and Human Relations and the members of the Committee on Workforce Development, submitted the following report:

CHICAGO, February 27, 2024.

*To the President and Members of the City Council:*

The Joint Committee meeting of the Committee on Health and Human Relations and the Committee on Workforce Development convened on February 27, 2024, to which was referred a substitute ordinance amending Municipal Code Title 2 by adding new Sections 2-50-045 and 2-112-205 regarding definitions and terms of health and social services contracts with the City of Chicago, begs leave to recommend that Your Honorable Body *Pass* said proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by the same roll call vote as was applied to determine quorum with 21 members present, with zero dissensions.

Respectfully submitted,

(Signed) ROSSANA RODRÍGUEZ-SÁNCHEZ,  
*Committee on Health and  
Human Relations,*  
*Chair.*

(Signed) MICHAEL D. RODRÍGUEZ,  
*Committee on Workforce Development,*  
*Chair.*

On motion of Alderperson Rodríguez-Sánchez, 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, The City of Chicago ("City") is a home rule unit of government 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, including, but not limited to, the power to regulate for the protection of the public health, safety, and welfare; and

WHEREAS, The City intends to ensure the uninterrupted provision of essential health and social services to City residents and communities with the greatest need who rely or can become reliant on these services that are funded or administered by the City through the Chicago Department of Public Health ("DPH") and the Chicago Department of Family and Support Services ("DFSS") but are provided by private service providers ("Service Providers") with which the City contracts; and

WHEREAS, DPH administers health services and programs and has as its mission to work with communities and partners to create an equitable, safe, resilient, and healthy Chicago; and

WHEREAS, DFSS administers social services and programs and has the mission to connect City residents and families to resources that build stability, support their well-being, and empower them to thrive; and

WHEREAS, DPH and DFSS contract with Service Providers that provide access to health and social services essential to the well-being of the city's residents, such as physical, mental, and behavioral health services, maternal and infant health services, disease prevention and control services, children's services, youth services, senior services, homelessness services, domestic and gender-based violence services, workforce development services, services for returning residents; and

WHEREAS, The City has a financial and proprietary interest in contracts with Service Providers seeking to contract with the City through DPH and DFSS to undertake essential health and social services ("Essential Services"); and

WHEREAS, The City's investments in Essential Services represents significant City actions, and the City must make careful and efficient decisions to maximize benefits to City residents and minimize the risk of any gap in service for vulnerable residents and communities; and

WHEREAS, An interruption or the failure to provide such services results in an immediate and detrimental impact on the recipients of the services, their families and communities, as well as additional costs to the City; and

WHEREAS, In the event of a cessation or disruption of Essential Services, other Essential Services providers may struggle to absorb the overflow; and

WHEREAS, A strike or other labor dispute resulting in economic interference with a Service Provider that contracts with the City to provide Essential Services would impede the safe and efficient provision of these services and harm residents and communities who rely on these Essential Services; and

WHEREAS, The Essential Services provided by the City support vulnerable populations including needy children, physically or mentally infirm individuals, and residents afflicted by addiction, who, in the event of a labor dispute or other disruption, lack resources to find alternative services; and

WHEREAS, The City, whether as the grantor or administrator of funds or both, has the right to place conditions on the delivery of services it contracts for, as may be necessary for the safe, efficient, and economically responsible administration of Essential Services; and

WHEREAS, The City has determined that its Service Providers must agree to commit to entering into agreements with labor organizations representing or seeking to represent their employees, to which, at a minimum, prohibit the labor organizations and their members from engaging in work stoppages, boycotts, or other means of dispute resolution that interfere with the provision of Essential Services funded by the taxpayers or otherwise impede the Service Provider's ability to deliver contracted-for services; and

WHEREAS, The inclusion of such a labor peace commitment by DPH and DFSS as a component of the contracting process for provision of Essential Services shall ensure that the City's interest is limited to the direct provision of services to City residents and communities under contracts with the City; now, therefore,

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

SECTION 1. Chapter 2-50 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-50-045, as follows:

2-50-045 Essential Service Contracts.

(a) Definitions. For purposes of this section, the following definitions shall apply:

"Commissioner" means the Commissioner of Family and Support Services, or the Commissioner's designee.

“Contract” means an agreement entered into between the City, through the Department of Family and Support Services, and a Contractor to perform Essential Services.

“Contractor” means a person, as defined by Section 1-4-090(e), contracting directly with the City through the Department of Family and Support Services to perform Essential Services, where the Contractor has 20 or more employees. “Contractor” does not include hospitals licensed pursuant to the Illinois Hospital Licensing Act, 210 ILCS 85, or any hospital affiliate as defined by the Illinois Hospital Licensing Act, 210 ILCS 85/10.8(b), or any hospital licensed pursuant to the University of Illinois Hospital Act, 110 ILCS 330.

“Employee” means those employees directly performing Essential Services under a Contract. The term “Employee” excludes employees who work for the Contractor, but do not provide Essential Services under the Contract, management or supervisory or other employees who do not enjoy a right to engage in strikes, work stoppages, or other concerted activities.

“Essential Services” means health and social services.

“Labor Peace Agreement” means an agreement between a Contractor and a labor organization that:

(i) prohibits the labor organization and its members from engaging in work stoppages, boycotts, or any other activity that may interfere or hinder the performance of a Contract for the duration of the Contract; and

(ii) contains a means of resolving disputes between the Contractor and the labor organization.

(b) Terms Of Contracts.

(1) The Commissioner, in the interest of preventing a disruption of Essential Services and protecting the City’s financial and proprietary interest in the provision of such Essential Services, shall ensure that all Contracts that are entered into after the effective date of this section shall require:

(A) Written notice be provided by the Contractor to the Commissioner administering the Contract, or the Commissioner’s designee, within 72 hours of when the Contractor:

(i) becomes aware of any threatened, imminent, or actual strike, work stoppage, or other concerted activity that may interfere or hinder the work performed by Employees;

(ii) is informed that Employees seek to be represented by a labor organization, join a labor organization, or otherwise elect to self-organize for the purpose of engaging in concerted activity;



(iii) receives a notice or announcement from a labor organization that it represents or seeks to represent the Employees; or

(iv) enters into a Labor Peace Agreement, Collective Bargaining Agreement, or the expiration or breach of any such agreement.

(B) That the Contractor shall not prohibit, retaliate, or otherwise coerce Employees with respect to rights guaranteed by the First Amendment of the United States Constitution or any other rights afforded by federal or state laws.

(2) Within 90 days of subsection (b)(1)(A)(ii) or subsection (b)(1)(A)(iii) occurring, that the Contractor enter into a Labor Peace Agreement with the labor organization.

(c) The provisions of subsection (b) shall be material terms of any Contract entered into by the City, the breach of which by a Contractor shall be grounds to terminate or decline to renew the Contract.

(d) A Contractor is in compliance with this Section 2-50-045 if: (1) the Contractor remains in compliance with subsection (b); or (2) the Contractor and the Employees have a collective bargaining agreement with a labor organization; or (3) no labor organization represents or seeks to represent the Employees.

(e) The Commissioner is authorized to administer and enforce this section and to promulgate any rules, jointly with the Commissioner of Public Health, necessary or useful to implement this section.

(f) Noninterference. This section shall not be construed to require a Contractor, through mediation, arbitration, or otherwise, to change terms and conditions of employment for its Employees, recognize a labor organization as the bargaining representative for its Employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.

(g) This section shall not be construed to require the City or a Contractor to violate any term or condition of a grant from any federal, state, or other source.

SECTION 2. Chapter 2-112 of the Municipal Code of Chicago is hereby amended by adding a new Section 2-112-205, as follows:

2-112-205 Essential Service Contracts.

(a) Definitions. For purposes of this section, the following definitions shall apply:

“Commissioner” means the Commissioner of Public Health, or the Commissioner’s designee.

“Contract” means an agreement entered into between the City, through the Department of Public Health, and a Contractor to perform Essential Services.

“Contractor” means a person, as defined by Section 1-4-090(e), contracting directly with the City through the Department of Public Health to perform Essential Services, where the Contractor has 20 or more employees. “Contractor” does not include hospitals licensed pursuant to the Illinois Hospital Licensing Act, 210 ILCS 85, or any hospital affiliate as defined by the Illinois Hospital Licensing Act, 210 ILCS 85/10.8(b), or any hospital licensed pursuant to the University of Illinois Hospital Act, 110 ILCS 330.

“Employee” means those employees directly performing Essential Services under a Contract. The term “Employee” excludes employees who work for the Contractor, but do not provide Essential Services under the Contract, management or supervisory or other employees who do not enjoy a right to engage in strikes, work stoppages, or other concerted activities.

“Essential Services” means health and social services.

“Labor Peace Agreement” means an agreement between a Contractor and a labor organization that:

(i) prohibits the labor organization and its members from engaging in work stoppages, boycotts, or any other activity that may interfere or hinder the performance of a Contract for the duration of the Contract; and

(ii) contains a means of resolving disputes between the Contractor and the labor organization.

(b) Terms Of Contracts.

(1) The Commissioner, in the interest of preventing a disruption of Essential Services and protecting the City’s financial and proprietary interest in the provision of such Essential Services, shall ensure that all Contracts that are entered into after the effective date of this section shall require:

(A) Written notice be provided by the Contractor to the Commissioner administering the Contract, or the Commissioner’s designee, within 72 hours of when the Contractor:

(i) becomes aware of any threatened, imminent, or actual strike, work stoppage, or other concerted activity that may interfere or hinder the work performed by Employees;

(ii) is informed that Employees seek to be represented by a labor organization, join a labor organization, or otherwise elect to self-organize for the purpose of engaging in concerted activity;

(iii) receives a notice or announcement from a labor organization that it represents or seeks to represent the Employees; or

(iv) enters into a Labor Peace Agreement, Collective Bargaining Agreement, or the expiration or breach of any such agreement.

(B) That the Contractor shall not prohibit, retaliate, or otherwise coerce Employees with respect to rights guaranteed by the First Amendment of the United States Constitution or any other rights afforded by federal or state laws.

(2) Within 90 days of subsection (b)(1)(A)(ii) or subsection (b)(1)(A)(iii) occurring, that the Contractor enter into a Labor Peace Agreement with the labor organization.

(c) The provisions of subsection (b) shall be material terms of any Contract entered into by the City, the breach of which by a Contractor shall be grounds to terminate or decline to renew the Contract.

(d) A Contractor is in compliance with this Section 2-50-205 if: (1) the Contractor remains in compliance with subsection (b); or (2) the Contractor and the Employees have a collective bargaining agreement with a labor organization; or (3) no labor organization represents or seeks to represent the Employees.

(e) The Commissioner is authorized to administer and enforce this section and to promulgate any rules, jointly with the Commissioner of Family and Support Services, necessary or useful to implement this section.

(f) Noninterference. This section shall not be construed to require a Contractor, through mediation, arbitration, or otherwise, to change terms and conditions of employment for its Employees, recognize a labor organization as the bargaining representative for its Employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.

(g) This section shall not be construed to require the City or a Contractor to violate any term or condition of a grant from any federal, state, or other source.

SECTION 3. Should any part of this ordinance be declared to be invalid or unenforceable or should the enforcement of or compliance with any part of this ordinance be suspended, restrained, or barred, by the final judgment of a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

SECTION 4. The ordinance passed March 15, 2023, with clerk's reference number SO2019-9497, and printed on pages 61601 through 61607 of the *Journal of the Proceedings of the City Council of the City of Chicago*, Illinois, is repealed in its entirety.

SECTION 5. This ordinance shall be in full force and effect upon passage and publication.

**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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

Sponsored by the alderpersons named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

**ALDERPERSON LA SPATA (1<sup>st</sup> Ward):**

***DECLARATION OF AUGUST 24, 2024 AS "ELMER AND HORTENSIA ALVAREZ DAY" IN CHICAGO.***

[R2024-0008263]

WHEREAS, For a combined 101 years, Elmer and Hortensia Alvarez lived at 1517 West Chestnut Street; and

WHEREAS, Hortensia lived in that home for over 58 years raising her four children, Ruben, Janette, Lissette and Elmer, and Elmer lived in that home from the age of 13 onward; and

WHEREAS, Elmer and Hortensia were very active in the community, circulating petitions for services and spearheading the West Chestnut Block Party to bring neighbors together; and

WHEREAS, Hortensia would sweep the whole street every day during the fall and spring to maintain a clean block for the Chestnut residents; and

WHEREAS, Elmer was a regular at the Chipp Inn, playing on their softball team and throwing parties and fundraisers to help bring in dollars locally; and

WHEREAS, Throughout the year during events on the block, Hortensia consistently contributed her homemade Puerto Rican rice, to the delight and request of her neighbors; and

WHEREAS, Anytime a new resident on the block was born, Hortensia and Elmer would erect a "Welcome Baby" sign with all the details of the newest Chestnut neighbor to celebrate the addition to the community; and

WHEREAS, In August 2023, Elmer Alvarez passed away at home, just weeks before his beloved annual block party, and soon afterward, in November 2023, Hortensia Alvarez followed her son; and

WHEREAS, The community wishes to honor the love, sense of family, community and support Hortensia and Elmer Alvarez brought to the neighborhood; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 20<sup>th</sup> day of March 2024, recognize August 24, 2024, as honorary "Hortensia and Elmer Alvarez Day" in recognition of their love and contribution toward their community, their leadership in advocating for their neighbors, and the sense of joy and camaraderie they brought to the block; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the neighbors on the 1500 block of Chestnut Street.

---

**CONGRATULATIONS EXTENDED TO RED HOT RANCH ON INDUCTION INTO VIENNA BEEF HOT DOG HALL OF FAME AND DECLARATION OF APRIL 3, 2024 AS "RED HOT RANCH DAY" IN CHICAGO.**

[R2024-0008320]

WHEREAS, Red Hot Ranch was opened 20 years ago as "35<sup>th</sup> Street Red Hots" and was located across the street from the White Sox Stadium; and

WHEREAS, Red Hot Ranch has now expanded to three locations across Chicago and has won several food accolades during that time, including a *Chicago Tribune* Golden Dining Award; and

WHEREAS, The business owners and staff have been very active in their communities, participating in neighborhood service activities, supporting health care workers and reinstating Salamis to Soldiers to provide food to soldiers; and

WHEREAS, Vienna Beef Hot Dog Hall of Fame was created to honor longtime foodservice operators that have developed into neighborhood landmarks; and

WHEREAS, Vienna Beef would like to pay homage to the group Red Hot Ranch and 35<sup>th</sup> Street Red Hots to honor their experience and commitment to their businesses; and

WHEREAS, Out of thousands of Vienna Beef customers over the years, they have only recognized 150 customers nationwide to receive this award since its creation in 2006; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, assembled here this 20<sup>th</sup> day of March 2024, recognize April 3, 2024 as honorary "Red Hot Ranch Day" in Chicago, in recognition of their official induction into the Vienna Beef Hot Dog Hall of Fame; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the business owners of Red Hot Ranch and 35<sup>th</sup> Street Hots.

---

*Presented By*

**ALDERPERSON HOPKINS (2<sup>nd</sup> Ward):**

**DECLARATION OF MARCH 22, 2024 AS "MISTER KELLY'S DAY" IN CHICAGO.**  
[R2024-0008323]

WHEREAS, The Newberry Library will open an immersive exhibition called *A Night at Mister Kelly's* in March 2024, which is free and open to the public, and will feature an array of artifacts from the heyday of one of Chicago's most famous nightclubs; and

WHEREAS, Mister Kelly's was a world-class destination for dinner, live jazz and standup comedy from 1953 through 1975; and

WHEREAS, George and Oscar Marienthal were brothers who co-owned three successful Chicago nightclubs: London House, The Happy Medium, and Mister Kelly's; and

WHEREAS, Mister Kelly's, located at 1028 North Rush Street, was the hub of the Rush Street corridor once described as "the Las Vegas Strip of the Midwest"; and

WHEREAS, Mister Kelly's had a rich history spanning several decades, showcasing a commitment to promoting the arts and providing a platform for talented performers; and

WHEREAS, The venue featured a who's who of performers, including Barbra Streisand, Richard Pryor, Bob Newhart, Della Reese, Duke Ellington, Ella Fitzgerald and many more; and

WHEREAS, The Rush Street entertainment strip in the 1950s through the 1970s was often an exception to the rampant segregation in Chicago, particularly the welcoming atmosphere of Mister Kelly's; and

WHEREAS, The club was a meeting place for individuals from all walks of life, fostering a sense of community and shared appreciation for the arts; and

WHEREAS, Since 1887, the Newberry has been an independent research library in the Gold Coast neighborhood with a vast collection of materials that spans 600 years of human experience; and

WHEREAS, One of the Newberry's recent acquisitions is a trove of books, posters, photos, recordings and ephemera related to Mister Kelly's; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, do hereby celebrate the cultural contribution Mister Kelly's made to Chicago and hereby declare March 22, 2024 as "Mister Kelly's Day"; and

*Be It Further Resolved*, That a copy be prepared and presented to the Newberry Library in honor of their exhibit of a Chicago institution.

---

*Presented By*

**ALDERPERSON YANCY (5<sup>th</sup> Ward):**

**RECOGNITION EXTENDED TO CAPTAIN WILLIAM PINKNEY FOR COMMUNITY SERVICE.**

[R2024-0008152]

WHEREAS, William "Bill" Pinkey, was born in Chicago, Illinois in the Bronzeville community September 15, 1935. He graduated from Tilden High School in 1954. He joined the United States Navy and served for eight years as a hospital corpsman; and

WHEREAS, Captain William “Bill” Pinkney, after serving in the United States Navy, became a freelance makeup artist and secured a position with Revlon in 1973 as a marketing manager. In 1977, he became the director of marketing for Johnson Products. In 1980, he took a position as director of public information for the Chicago Department of Human Services; and

WHEREAS, Captain William “Bill” Pinkney developed a love of the sea at an early age. Throughout his careers, Captain Pinkney’s passion for sailing never waned. He sailed around the Great Lakes and the oceans for over 30 years. In 1986, he became a United States Coast Guard licensed master of steam, power and sails vessels; and

WHEREAS, Captain William “Bill” Pinkney embarked upon a solo trip around the world in 1990, for 22 months traveling 27,000 miles on his cutter, “The Commitment”. He was the first black man to solo circumnavigate the world via Cape Horn. He shared his journey around the world with 30,000 children in the Chicago Public Schools and the Boston School System. His voyage ended in Boston, Massachusetts, June 9, 1992; and

WHEREAS, Captain William “Bill” Pinkney and his crew set out on the vessel “Sortilege” to retrace the Middle Passage slave trade. He teamed up with PBS and several corporations to create a television special. From 2000 to 2003, he was the first captain of the replica schooner, *Amistad*; and

WHEREAS, Captain William “Bill” Pinkney was the author of the autobiography *As Long As It Takes* (2006), which won the John Southam Award, and two children’s books: *Captain Bill Pinkney’s Journey* (1994) and *Sailing Commitment Around The World* (2022). The 1994 documentary, *The Incredible Voyage Of Bill Pinkney*, received a George Foster Peabody Award; and

WHEREAS, Captain William “Bill” Pinkney was the recipient of numerous honors and awards. He was recognized by President George H. W. Bush; Lord Mayor of Hobart, Tasmania, Australia; the premier and president of Bermuda; and Senators Paul Simon, John Kerry and Ted Kennedy, who read an account of his voyage into the record of the 102<sup>nd</sup> Congress; and received the Illinois Governor’s Distinguished Achievement Award. Pinkney also was honored as the Chicago Yacht Club’s Yachtsman of the Year in 1992, and *Chicago* magazine named him a Chicagoan of the Year in 1999. He was inducted into the National Sailing Hall of Fame and received their Lifetime Achievement Award in 2021 and received the Mystic Seaport Museum’s America and the Sea Award in 2022. Pinkney held honorary degrees from Becker College, Southern Connecticut State University and Massachusetts Maritime Academy; and

WHEREAS, Captain William “Bill” Pinkney was a husband, father, grandfather, mentor, motivator and great inspiration to many. He passed away on August 31, 2023, leaving a wonderful legacy; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 20<sup>th</sup> day of March 2024, do hereby honor the service of



Captain William "Bill" Pickney, and extend our sincere congratulations for his service to the community; and

*Be It Further Resolved*, Those suitable copies of this resolution be presented to the family of Captain William "Bill" Pickney as a sign of our good wishes.

---

*Presented By*

**ALDERPERSON HALL (6<sup>th</sup> Ward):**

***TRIBUTE TO LATE SOLOMON RONNIE HUMPHRIES.***

[R2024-0007918]

WHEREAS, On February 2, 2024, God has granted eternal rest to Solomon Ronnie Humphries, a distinguished educator, a passionate advocate for civil rights, and a beloved member of his community; and

WHEREAS, Solomon started his life journey on November 3, 1944 at Provident Hospital on this city's South Side as the first of five children born to Solomon "Sol" Humphries and Bertha Arlene Braxton Humphries. Affectionately known as Ronnie to family and friends, he grew up in the Wentworth Gardens housing projects in a vibrant household shared with his siblings, parents and Uncle Clyde Humphries; and

WHEREAS, Ronnie attended Robert S. Abbott Elementary, displaying remarkable intellect by graduating at the young age of 12. As well as being a fervent enthusiast of baseball and basketball, he possessed an insatiable appetite for knowledge, demonstrated by his voracious reading habits and his family's ownership of a coveted set of encyclopedias, frequently loaned out to neighbors and friends; and

WHEREAS, After graduating Tilden Technical High School at 15 years old, he served his country in the United States Army and held a variety of jobs, including being a mail carrier for the United States Post Office and a bus driver for the Chicago Transit Authority. He pursued higher education, excelling at Chicago State University where he majored in mathematics education and became a member of the esteemed Kappa Alpha Psi Fraternity, subsequently embarking on a distinguished career spanning over three decades within the Chicago Public Schools system; and

WHEREAS, Ronnie's tenure within the Chicago Public Schools was marked by his exceptional teaching prowess at South Shore High School and Prosser High School, where he also served as the department chair, followed by being appointed to important roles as

assistant principal at Einstein Elementary School and various administrative positions across multiple CPS high schools; and

WHEREAS, Ronnie demonstrated an unwavering commitment to the civil rights movement, actively engaging as a junior member of the National Association for the Advancement of Colored People (NAACP), participating in marches and protests that advocated equal rights for African Americans in areas such as voting, employment and education; and

WHEREAS, Ronnie formed meaningful connections in his personal life, marrying Carol Jean Ware in 1967, with whom he shared a son, Solomon Ronnie Humphries III, and later marrying Delores Rhyne in 1976, with whom he had two children, Brandon Rhyne Humphries and Aisha Briana Humphries; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6<sup>th</sup> Ward, has informed this august body of the legacy of dedication, intellect and activism Ronnie Humphries leaves on the fabric of Chicago, inspiring future generations to strive for excellence and pursue justice; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered this 20<sup>th</sup> day of March 2024, extend our deepest condolences to the family of Solomon Ronnie Humphries and offer our sincerest sympathies to his many friends and all those whose lives he has touched; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the family of Solomon Ronnie Humphries.

---

*CONGRATULATIONS EXTENDED TO ETHELLA WALLS ON 100<sup>TH</sup> BIRTHDAY.*  
[R2024-0008239]

WHEREAS, On January 16, 2024, Ethella Walls, outstanding citizen, loving mother, beloved grandmother and revered great-grandmother as well as great-great-grandmother, joins the burgeoning ranks of Chicago's remarkable centenarians; and

WHEREAS, Ethella started life in Holly Springs, Mississippi as the fourth of eight children born to the union of Robert and Mary Lue Barksdale. In 1946, Ethella became part of the Great Migration and moved to this city. A year later, she married the love of her life, Lucious Walls. From this union, 12 children were born: Mary Ann, Carl, Sharon L. Barnes, Willie Maxwell, Patricia, Debra, Lucious Gerald, Mona Renae, Mina, Charles, Gail and Cheryl, three of whom have passed away; and

WHEREAS, Ethella Walls became grandmother of 21 grandchildren, 18 great-grandchildren, and six great-great-grandchildren, and, as a testament

to her strong and unrelenting faith, is affectionately known as “Momma Walls” to several other “children in Christ” she helped raise; and

WHEREAS, In 1968, Ethella joined Antioch Missionary Baptist Church-South and has been a faithful member for 26 years where she serves on the Usher Board, takes part in the Ruth Circle and attends Mission Meetings. She is known and loved for her humble heart and giving spirit, demonstrating in countless ways her dedication to others and has earned the respect and adoration of people from all walks of life and all ages; and

WHEREAS, The Honorable William E. Hall, Alderperson of the 6<sup>th</sup> Ward, has informed this august body of this exceptional citizen and outstanding member of her community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered this 20<sup>th</sup> day of March 2024, do hereby extend our heartiest congratulations to Ethella Walls on the occasion of her 100<sup>th</sup> birthday and express our heartfelt best wishes for health and happiness; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Ethella Walls as a token of our esteem and respect.

---

*Presented By*

**ALDERPERSON HARRIS (8<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO LADIES OF VIRTUE ON SUCCESSFUL MENTORING PROGRAM AND RECOGNITION OF “LOV DAY”.**

[R2024-0008162]

WHEREAS, In celebration of Black History Month and Valentine’s Day, Ladies of Virtue created their own holiday...LOV DAY! What started off as one day of celebration in 2021 serving 300 girls has now expanded to the entire month of February serving 700 girls in Chicago; and

WHEREAS, Over the last 12 years, Ladies of Virtue’s award-winning mentoring program has empowered girls, 9 to 18, to become confident and purpose-driven leaders. They match their participants with mentors and prepare them for leadership in three ways: character building, career readiness and civic engagement; and

WHEREAS, After graduating from high school, participants are mentored and supported for six additional years as LOV 4 Life alumni. Ladies of Virtue has served over 2,000 girls

and their families through in- and out-of-school programming, conferences and community events; and

WHEREAS, For more than 12 years, LOV has led the charge in empowering Black girls in some of Chicago's most underserved communities on their journeys to becoming confident, purpose-driven leaders through character development, career readiness and civic engagement; and

WHEREAS, Ladies of Virtue is the only organization offering a unique community-based model that integrates culture, one-on-one and group mentoring, leadership development, and mental health support specifically for the needs of Black girls; and

WHEREAS, Their impact extends beyond their high school graduation. We mentor and support our alumni for six additional years to further their development and success; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago do hereby express our sincerest congratulation on LOV's success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the Ladies of Virtue.

---

*CONGRATULATIONS EXTENDED TO GAIL E. ALLEN ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0007924]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gail E. Allen in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Gail E. Allen on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gail E. Allen belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Gail E. Allen on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Gail E. Allen for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Gail E. Allen in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO JAMES A. BATES ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0007925]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James A. Bates in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to James A. Bates on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, James A. Bates belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate James A. Bates on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to James A. Bates for his continued good health, happiness and success following this, his 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James A. Bates in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO DELL E. BROWN ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0007926]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dell E. Brown in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Dell E. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dell E. Brown belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Dell E. Brown on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Dell E. Brown for his continued good health, happiness and success following this, his 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dell E. Brown in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO NORMA M. BROWN ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0007927]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Norma M. Brown in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Norma M. Brown on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Norma M. Brown belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Norma M. Brown on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Norma M. Brown for her continued good health, happiness and success following this, her 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Norma M. Brown in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO CHARLES R. COBB ON 85<sup>TH</sup> BIRTHDAY.  
[R2024-0007928]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles R. Cobb in honor of his 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Charles R. Cobb on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Charles R. Cobb belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Charles R. Cobb on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Charles R. Cobb for his continued good health, happiness and success following this, his 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Charles R. Cobb in honor of his 85<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO WILLIE COLLINS ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0007929]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie Collins in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Willie Collins on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Willie Collins belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Willie Collins on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Willie Collins for his continued good health, happiness and success following this, his 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Willie Collins in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO BOBBY L. DATES ON 90<sup>TH</sup> BIRTHDAY.*

[R2024-0007930]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bobby L. Dates in honor of his 90<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Bobby L. Dates on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bobby L. Dates belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Bobby L. Dates on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Bobby L. Dates for his continued good health, happiness and success following this, his 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bobby L. Dates in honor of his 90<sup>th</sup> birthday as a token of our esteem and good wishes.

—

*CONGRATULATIONS EXTENDED TO WILLIE E. DAVIS ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0007931]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Willie E. Davis in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Willie E. Davis on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Willie E. Davis belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Willie E. Davis on the occasion of his birthday; and



*Be It Further Resolved*, That we extend our most heartfelt wishes to Willie E. Davis for his continued good health, happiness and success following this, his 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Willie E. Davis in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO ETHEL M. EDWARDS ON 80<sup>TH</sup> BIRTHDAY.**  
[R2024-0007932]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ethel M. Edwards in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Ethel M. Edwards on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ethel M. Edwards belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Ethel M. Edwards on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Ethel M. Edwards for her continued good health, happiness and success following this, her 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ethel M. Edwards in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO EDDIE LEE FOSTER ON 90<sup>TH</sup> BIRTHDAY.**  
[R2024-0007935]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Eddie Lee Foster in honor of his 90<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Eddie Lee Foster on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Eddie Lee Foster belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Eddie Lee Foster on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Eddie Lee Foster for his continued good health, happiness and success following this, his 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Eddie Lee Foster in honor of his 90<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO BERNETTE GLOVER ON 85<sup>TH</sup> BIRTHDAY.  
[R2024-0007936]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bernette Glover in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Bernette Glover on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bernette Glover belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Bernette Glover on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Bernette Glover for her continued good health, happiness and success following this, her 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bernette Glover in honor of her 85<sup>th</sup> birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO KATHERINE HANNAH ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0007937]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Katherine Hannah in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Katherine Hannah on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Katherine Hannah belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Katherine Hannah on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Katherine Hannah for her continued good health, happiness and success following this, her 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Katherine Hannah in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO CHERYLL HARRIS ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0007939]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryll Harris in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Cheryll Harris on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryll Harris belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Cheryll Harris on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cheryll Harris for her continued good health, happiness and success following this, her 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Cheryll Harris in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO ANTHONY HAYNES ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0007938]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anthony Haynes in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Anthony Haynes on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anthony Haynes belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Anthony Haynes on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Anthony Haynes for his continued good health, happiness and success following this, his 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Anthony Haynes in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO SHARON L. HORTON ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0007940]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sharon L. Horton in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Sharon L. Horton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sharon L. Horton belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Sharon L. Horton on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Sharon L. Horton for her continued good health, happiness and success following this, her 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sharon L. Horton in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO KAREN HUFF ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0007941]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Karen Huff in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Karen Huff on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Karen Huff belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Karen Huff on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Karen Huff for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Karen Huff in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO EVELYN C. JOHNSON ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0007942]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Evelyn C. Johnson in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Evelyn C. Johnson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Evelyn C. Johnson belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Evelyn C. Johnson on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Evelyn C. Johnson for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Evelyn C. Johnson in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO DOROTHY FIZER LUCAS ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0007943]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Dorothy Fizer Lucas in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Dorothy Fizer Lucas on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Dorothy Fizer Lucas belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Dorothy Fizer Lucas on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Dorothy Fizer Lucas for her continued good health, happiness and success following this, her 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dorothy Fizer Lucas in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO MAURI L. MARCY ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0007944]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mauri L. Marcy in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Mauri L. Marcy on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mauri L. Marcy belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Mauri L. Marcy on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mauri L. Marcy for her continued good health, happiness and success following this, her 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mauri L. Marcy in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO LINDA M. MCMURTRY ON 85<sup>TH</sup> BIRTHDAY.*

[R2024-0007945]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Linda M. McMurtry in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Linda M. McMurtry on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Linda M. McMurtry belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Linda M. McMurtry on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Linda M. McMurtry for her continued good health, happiness and success following this, her 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Linda M. McMurtry in honor of her 85<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO REGINALD S. NANTON ON  
90<sup>TH</sup> BIRTHDAY.

[R2024-0007946]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Reginald S. Nanton in honor of his 90<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Reginald S. Nanton on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Reginald S. Nanton belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Reginald S. Nanton on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Reginald S. Nanton for his continued good health, happiness and success following this, his 90<sup>th</sup> birthday; and



*Be It Further Resolved*, That a suitable copy of this resolution be presented to Reginald S. Nanton in honor of his 90<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO JOHN W. PARAMORE ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0007947]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John W. Paramore in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to John W. Paramore on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John W. Paramore belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate John W. Paramore on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to John W. Paramore for his continued good health, happiness and success following this, his 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to John W. Paramore in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO BERNADETTE PETEET ON 80<sup>TH</sup> BIRTHDAY.**

[R2024-0007948]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bernadette Peteet in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Bernadette Peteet on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bernadette Peteet belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Bernadette Peteet on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Bernadette Peteet for her continued good health, happiness and success following this, her 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bernadette Peteet in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO PATRICIA A. ROBINSON ON  
80<sup>TH</sup> BIRTHDAY.

[R2024-0007950]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Patricia A. Robinson in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Patricia A. Robinson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Patricia A. Robinson belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Patricia A. Robinson on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Patricia A. Robinson for her continued good health, happiness and success following this, her 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Patricia A. Robinson in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO SHIRLEY SIMMONS ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0007951]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley Simmons in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Shirley Simmons on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Shirley Simmons belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Shirley Simmons on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Shirley Simmons for her continued good health, happiness and success following this, her 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Shirley Simmons in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO GLADYS TAYLOR ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0007952]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gladys Taylor in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Gladys Taylor on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Gladys Taylor belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Gladys Taylor on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Gladys Taylor for her continued good health, happiness and success following this, her 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Gladys Taylor in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO ARTHUR THOMPSON ON 85<sup>TH</sup> BIRTHDAY.  
[R2024-0007953]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Arthur Thompson in honor of his 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Arthur Thompson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Arthur Thompson belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Arthur Thompson on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Arthur Thompson for his continued good health, happiness and success following this, his 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Arthur Thompson in honor of his 85<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO JEAN WALLACE ON 85<sup>TH</sup> BIRTHDAY.  
[R2024-0007954]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jean Wallace in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Jean Wallace on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jean Wallace belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Jean Wallace on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Jean Wallace for her continued good health, happiness and success following this, her 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jean Wallace in honor of her 85<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO ROBERT L. WILLIAMS ON 90<sup>TH</sup> BIRTHDAY.  
[R2024-0007955]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert L. Williams in honor of his 90<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Robert L. Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert L. Williams belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Robert L. Williams on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Robert L. Williams for his continued good health, happiness and success following this, his 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robert L. Williams in honor of his 90<sup>th</sup> birthday as a token of our esteem and good wishes.

CONGRATULATIONS EXTENDED TO SANDRA KAYE WILLIAMS ON  
75<sup>TH</sup> BIRTHDAY.

[R2024-0007956]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sandra Kaye Williams in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Sandra Kaye Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sandra Kaye Williams belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Sandra Kaye Williams on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Sandra Kaye Williams for her continued good health, happiness and success following this, her 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sandra Kaye Williams in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO SHARRON L. WILLIAMS ON  
65<sup>TH</sup> BIRTHDAY.

[R2024-0007958]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Sharron L. Williams in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderperson Michelle A. Harris would like to extend her personal tribute to Sharron L. Williams on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Sharron L. Williams belongs to our 8<sup>th</sup> 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 20<sup>th</sup> day of March 2024, do hereby congratulate Sharron L. Williams on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Sharron L. Williams for her continued good health, happiness and success following this, her 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sharron L. Williams in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*Presented By*

**ALDERPERSON LEE (11<sup>th</sup> Ward):**

**DECLARATION OF APRIL AS "SIKH AMERICAN HERITAGE MONTH" IN CHICAGO.**

[R2024-0007899]

WHEREAS, The month of April holds profound significance for the Sikh American community, as it commemorates several pivotal events in Sikh history, including the birth of Guru Nanak Dev Ji, the founder of Sikhism, on April 14, 1469, and the establishment of the Khalsa order by Guru Gobind Singh Ji on the same date in 1699, which promotes a truthful and disciplined way of life, emphasizing service to humanity without discrimination based on caste, color, creed, race or religion, and fostering the belief in the Fatherhood of God and Brotherhood of Humanity; and

WHEREAS, On April 14, 1699, an initiation ceremony was held to join the Khalsa order, marking a significant milestone in Sikh tradition, and the month of April also hosts the cultural festival of Vaisakhi, celebrating the arrival of spring and the harvest season in Punjab, India, further deepening the cultural roots of the Sikh American community; and

WHEREAS, Sikhs have been an integral part of the United States for over 120 years, with thousands of Sikh Americans contributing to the nation's growth and development through their labor on farms, in lumber mills, mines and railroads, and today, there are over 25 million Sikhs worldwide, including an estimated 500,000 Sikh Americans and 25,000 Sikhs residing in the state of Illinois; and

WHEREAS, Sikh Americans enrich the social, cultural and economic vibrancy of the United States, pursuing diverse professions and making significant contributions in various fields, including but not limited to agriculture, information technology, small businesses, the

hotel industry, trucking, medicine and technology, with many also serving honorably as members of the United States Armed Forces; and

WHEREAS, Sikh Americans exemplify values of faith, service and respect for all individuals, fostering a culture of mutual understanding and tolerance, and the City of Chicago is committed to promoting religious diversity, educating citizens about different faith traditions and fostering a community where all residents can better understand, recognize and appreciate the rich history and shared experiences of Sikh Americans; and

WHEREAS, The City of Chicago recognizes the importance of embracing and celebrating the diversity of its community, and seeks to honor the contributions and heritage of Sikh Americans, thereby promoting a more inclusive and harmonious society; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That April be officially recognized as "Sikh American Heritage Month", and the City of Chicago hereby celebrates the contributions, heritage and significance of the Sikh American community, and affirms its commitment to promoting religious diversity, tolerance and understanding among all its residents; and*

*Be It Further Resolved, That this resolution be spread upon the official record of the City Council, and that suitable copies be presented to the Sikh American community and other appropriate parties as a symbol of the City of Chicago's appreciation and support.*

\_\_\_\_\_

*Presented By*

**ALDERPERSON LEE (11<sup>th</sup> Ward)  
And OTHERS:**

**CONGRATULATIONS EXTENDED TO CLARITY PARTNERS ON  
20<sup>TH</sup> ANNIVERSARY.**

[R2024-0008217]

A resolution presented by Alderpersons Lee, Hopkins, Rodríguez, Conway, Villegas and Manaa-Hoppenworth reading as follows:

WHEREAS, Clarity Partners celebrates 20 years in business, a significant milestone that is marked by meaningful contributions to the community and Clarity's commitment to delivering management and information technology consulting services to public sector agencies across the City of Chicago; and



WHEREAS, The Chicago City Council has been informed of this milestone by the Honorable Nicole Lee, Alderperson of the 11<sup>th</sup> Ward; and

WHEREAS, Clarity Partners was founded in 2004 by David Namkung and Rodney Zech with the aim of leveraging their extensive experience at Accenture and KPMG to establish a minority-owned enterprise delivering premier services to government entities, while simultaneously fostering the growth of a diverse, local workforce; and

WHEREAS, Clarity Partners, in subsequent years, has assembled a team comprising over 50 percent minorities and 45 percent women, thereby creating accessible opportunities in technology for individuals from all backgrounds in Chicago; and

WHEREAS, Over the past two decades, Clarity Partners has successfully completed numerous projects, including service provision for 27 departments and elected offices within the City of Chicago. Moreover, Clarity's expansion to national projects has facilitated the generation of employment and revenue for Chicago, contributing to the city's tax base; and

WHEREAS, Clarity Partners has been honored with over 120 awards for service delivery, as well as multiple awards for its organizational culture and growth, including recognition as a "Top Workplace" by the *Chicago Tribune* for seven consecutive years, thrice named a "Best Place to Work" by *Crain's Chicago Business*, honored twice as a "Fast 50" recipient by *Crain's* and acknowledged seven times as an *Inc. 5000* recipient for its rapid growth as one of America's fastest growing companies; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, convened on this 20<sup>th</sup> day of March 2024, do hereby extend our commendations to Clarity Partners on its 20<sup>th</sup> anniversary and offer our sincerest wishes for continued growth and success for another two decades and beyond; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Clarity Partners as a token of the City's gratitude for the company's contributions and service, as well as to honor its founders.

---

*Presented By*

**ALDERPERSON QUINN (13<sup>th</sup> Ward):**

**TRIBUTE TO LATE ROBERT JAMES DORENCZ.**

[R2024-0008286]

WHEREAS, God, in His infinite wisdom, has called Robert James Dorencz to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Marty Quinn, Alderperson of the 13<sup>th</sup> Ward; and

WHEREAS, Robert James Dorencz passed into eternal life on February 22, 2024. He was a longtime resident of the Southwest Side of Chicago. Beloved husband of Karen A. (nee Cassidy) Dorencz and cherished father of Robert T. Dorencz, Robert was a devoted brother of Janet (Jim) Sebastian, Mickey (Diane) Dorencz, Theresa (Scott) Dobry and the late John (Jody) Dorencz. He was a fond brother-in-law of James (Toni) Carlo, Jackie (Joe) DeStefano, Kevin (Elizabeth) Cassidy, Patty (Hurley) Wilbourne and Dennis (Gloria Bonilla) Cassidy. Robert was preceded in death by his parents, Raymond and Joann (nee Flynn) Dorencz; and

WHEREAS, Bobby was a lifelong Chicago White Sox fan. He loved all sports and enjoyed watching them on TV. He was a great "da-da" to all his pups. Bobby was a homebody, but from time to time, you could find him on the golf course with his friends and family. He loved watching TV, and started most mornings with the "Price is Right" show. "M\*A\*S\*H" was an all-time favorite, and he did not mind watching the reruns; you could hear him laughing from some old episodes of the "Three Stooges". Bobby worked as a roofer for over 30 years, and the last 15 years of his work career, he was a truck driver for his family's company. Bobby would enjoy putting his feet up with an ice cold can of Old Style in his hands; and

WHEREAS, Above all, family meant the world to Bobby, especially his son, Robert, who has been a pillar of strength, along with his mom during his dad's illness. Bobby was a devoted, fun-loving uncle, cousin and friend to many. He will be missed by all who knew him; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> day of March 2024, hereby express our sorrow on the death of Robert James Dorencz and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy be presented to the family of Robert James Dorencz.

---

TRIBUTE TO LATE GERALDINE V. ZWOLINSKI.

[R2024-0008287]

WHEREAS, God, in His infinite wisdom, has called Geraldine V. Zwolinski to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13<sup>th</sup> Ward; and

WHEREAS, Geraldine V. Zwolinski (nee Kozlowski) passed away at the age of 85. Beloved wife of the late Walter; loving mother of Terri (Lenny) Paoelli and Laura (Tony) Galardi; devoted grandmother of Amy (Marty) Walthier, Katie (David) Cornelius, Jamie (Jake Teets) Galardi, Philip (Samantha) Paoelli, Christy (Bob) Stumpe and Nicki Paoelli; great-grandmother of Peyton, Kirsten, Ben, Mikey, Allison, Abby, Colton, Cameron, Hayes, Brooklyn, Ellie and Cody; cherished daughter of the late Francis and Sophie Kozlowski; dear sister of Paul (Marie) Kozlow, Tom Kozlowski, Mike (Nancy) Kozlowski, Susan Kozlowski and the late Joseph Kozlowski; sister-in-law of the late Marcy Meister; and aunt to many nieces and nephews and cousins; and

WHEREAS, Geraldine V. Zwolinski leaves a legacy of faith, dignity, compassion and love; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> day of March 2024, hereby express our sorrow on the death of Geraldine V. Zwolinski 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 Geraldine V. Zwolinski.

---

*Presented By*

**ALDERPERSON QUINN (13<sup>th</sup> Ward) And  
ALDERPERSON O'SHEA (19<sup>th</sup> Ward):**

**TRIBUTE TO LATE WINNIE MAUREEN RYAN.**

[R2024-0008322]

WHEREAS, God, in His infinite wisdom, has called Winnie Maureen Ryan to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderperson of the 13<sup>th</sup> Ward and the Honorable Matt O'Shea, Alderperson of the 19<sup>th</sup> Ward; and

WHEREAS, Winnie Maureen Ryan passed away surrounded by her loving family on February 29, 2024. Beloved daughter of Kevin and Maura; loving sister of Lucy and Declan; cherished granddaughter of Patrick and Mary Anne Ryan and John and Maureen Cahill; and dear niece, cousin and friend of many; and

WHEREAS, Winnie was a bright light for all who knew her. Her favorite place was in the arms of her Mama and Dada. Winnie made you feel like you were the only person in the world that mattered. She only loved. Her determination and strength are a lesson for us all; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> day of March 2024, hereby express our sorrow on the death of Winnie Maureen Ryan 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 Winnie Maureen Ryan.

---

*Presented By*

**ALDERPERSON LOPEZ (15<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO MARIA AYALA ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008114]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Ayala in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Maria Ayala on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Maria Ayala now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Ayala for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Maria Ayala in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO DANIEL BAUTISTA ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0008137]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Daniel Bautista in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Daniel Bautista on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Daniel Bautista has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Daniel Bautista for his continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Daniel Bautista in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO ALISSA BROOKS ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0008141]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Alissa Brooks in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Alissa Brooks on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Alissa Brooks has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Alissa Brooks for her continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Alissa Brooks in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO YVONNE BURKS ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0008127]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yvonne Burks in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Yvonne Burks on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Yvonne Burks has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Yvonne Burks for her continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Yvonne Burks in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JAMES COUSINS ON 80<sup>TH</sup> BIRTHDAY.**

[R2024-0008146]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to James Cousins in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to James Cousins on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, James Cousins has been a member of our 15<sup>th</sup> Ward seniors community for the last 15 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and



WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to James Cousins for his continued good health, happiness and success following this 80<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to James Cousins in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO SHIRLEY DAVIS ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008118]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shirley Davis in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Shirley Davis on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Shirley Davis now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Shirley Davis for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained*



this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Shirley Davis in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO RAFAEL DELGADO ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0008131]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rafael Delgado in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Rafael Delgado on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Rafael Delgado has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Rafael Delgado for his continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Rafael Delgado in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

*CONGRATULATIONS EXTENDED TO JOSEPH EARNEST ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0008123]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Earnest in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Joseph Earnest on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Joseph Earnest now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Joseph Earnest for his continued good health, happiness and success following this 65<sup>th</sup> birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Joseph Earnest in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO CHARLES EVANS ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0008134]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Charles Evans in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Charles Evans on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Charles Evans has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Charles Evans for his continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Charles Evans in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JUAN FUENTES ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008115]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Juan Fuentes in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Juan Fuentes on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Juan Fuentes now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Juan Fuentes for his continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Juan Fuentes in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO ANTONIO GARCIA ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0008143]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Antonio Garcia in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Antonio Garcia on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Antonio Garcia has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Antonio Garcia for his continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Antonio Garcia in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO YOLANDO GOMEZ ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0008128]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Yolando Gomez in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Yolando Gomez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Yolando Gomez has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Yolando Gomez for his continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Yolando Gomez in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

CONGRATULATIONS EXTENDED TO CARMELITA GUZMAN ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0008120]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carmelita Guzman in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Carmelita Guzman on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Carmelita Guzman now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Carmelita Guzman for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Carmelita Guzman in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

CONGRATULATIONS EXTENDED TO GERALDINE HARVEY ON 75<sup>TH</sup> BIRTHDAY.  
[R2024-0008138]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Geraldine Harvey in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Geraldine Harvey on the occasion of this

momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Geraldine Harvey has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Geraldine Harvey for her continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Geraldine Harvey in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JOSEPH HERMLE ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008124]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Joseph Hermle in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Joseph Hermle on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Joseph Hermle now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,



*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Joseph Hermle for his continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Joseph Hermle in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO SHELLY JONES ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008116]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Shelly Jones in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Shelly Jones on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Shelly Jones now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Shelly Jones for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*



*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Shelly Jones in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO CAROLYN LITTLE ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008121]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn Little in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Carolyn Little on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Carolyn Little now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Carolyn Little for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Carolyn Little in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JOSEFINA MARQUEZ ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0008142]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Josefina Marquez in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Josefina Marquez on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Josefina Marquez has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Josefina Marquez for her continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Josefina Marquez in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

CONGRATULATIONS EXTENDED TO KATHLEEN MC KENZIE ON  
65<sup>TH</sup> BIRTHDAY.

[R2024-0008125]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Kathleen McKenzie in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Kathleen McKenzie on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Kathleen McKenzie now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Kathleen McKenzie for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Kathleen McKenzie in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

**CONGRATULATIONS EXTENDED TO BENJAMIN PEREZ ON 75<sup>TH</sup> BIRTHDAY.**  
[R2024-0008145]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Benjamin Perez in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Benjamin Perez on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Benjamin Perez has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Benjamin Perez for his continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Benjamin Perez in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

CONGRATULATIONS EXTENDED TO CAROLYN PHILLIPS ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008132]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn Phillips in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Carolyn Phillips on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Carolyn Phillips has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Carolyn Phillips for her continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Carolyn Phillips in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO JOSE POPOCA ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008135]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jose Popoca in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Jose Popoca on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Jose Popoca has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago,* That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Jose Popoca for his continued good health, happiness and success following this 70<sup>th</sup> birthday; and

*Be It Further Resolved by the City Council of the City of Chicago,* That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago,* That a suitable copy of this resolution be presented to Jose Popoca in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

*CONGRATULATIONS EXTENDED TO MARIA POPOCA ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008129]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Maria Popoca in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Maria Popoca on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Maria Popoca has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Maria Popoca for her continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Maria Popoca in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO JUDY RANDLE ON 65<sup>TH</sup> BIRTHDAY.**

[R2024-0008117]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Judy Randle in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Judy Randle on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Judy Randle now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Judy Randle for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Judy Randle in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO VERONICA REAVES ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0008122]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Veronica Reaves in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Veronica Reaves on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Veronica Reaves now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Veronica Reaves for her continued good health, happiness and success following this 65<sup>th</sup> birthday; and



*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Veronica Reaves in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*CONGRATULATIONS EXTENDED TO GAYLE RICO ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0008133]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gayle Rico in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Gayle Rico on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Gayle Rico has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Gayle Rico for her continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Gayle Rico in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.*



CONGRATULATIONS EXTENDED TO ROBERTO SAUSEDA ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0008126]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Roberto Sauseda in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Roberto Sauseda on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Roberto Sauseda now joins our 15<sup>th</sup> Ward community of senior adults whom we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Roberto Sauseda for his continued good health, happiness and success following this 65<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Roberto Sauseda in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

CONGRATULATIONS EXTENDED TO GLORIA TUCKER ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008136]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Gloria Tucker in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Gloria Tucker on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Gloria Tucker has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago*, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Gloria Tucker for her continued good health, happiness and success following this 70<sup>th</sup> birthday; and

*Be It Further Resolved by the City Council of the City of Chicago*, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and

*Be It Further Resolved by the City Council of the City of Chicago*, That a suitable copy of this resolution be presented to Gloria Tucker in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO RIGOBERTO VILLALPANDO ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0008130]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Rigoberto Villalpando in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Rigoberto Villalpando on the occasion of this momentous milestone, recognizing him for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Rigoberto Villalpando has been a member of our 15<sup>th</sup> Ward seniors community for the last five years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Rigoberto Villalpando for his continued good health, happiness and success following this 70<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Rigoberto Villalpando in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

**CONGRATULATIONS EXTENDED TO MARY WOOD ON 75<sup>TH</sup> BIRTHDAY.**

[R2024-0008140]

WHEREAS, We, the Mayor and members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Wood in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 15<sup>th</sup> Ward, Alderperson Raymond Lopez would like to extend his personal acknowledgement to Mary Wood on the occasion of this momentous milestone, recognizing her for being a beloved resident of the City of Chicago in 2024; and

WHEREAS, Mary Wood has been a member of our 15<sup>th</sup> Ward seniors community for the last 10 years, a constituency we value and treasure for all they have given and taught us in their collective lifetime; and

WHEREAS, Senior citizens provide their communities with a deep well of experience and knowledge society can truly benefit from when they are acknowledged and appreciated for their past, present and future contributions to the fabric of Chicago; now, therefore,

*Be It Resolved by the City Council of the City of Chicago, That we, the Mayor and members of the Chicago City Council, gathered here this 20<sup>th</sup> of March 2024 A.D., do hereby extend our warmest and heartfelt best wishes to Mary Wood for her continued good health, happiness and success following this 75<sup>th</sup> birthday; and*

*Be It Further Resolved by the City Council of the City of Chicago, That we recognize today in the historic chamber of the City Council of the City of Chicago those who have attained this remarkable age, having witnessed a lifetime of splendor, innovation and achievement in our beloved city, state and nation; and*

*Be It Further Resolved by the City Council of the City of Chicago, That a suitable copy of this resolution be presented to Mary Wood in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.*

---

*Presented By*

**ALDERPERSON COLEMAN (16<sup>th</sup> Ward):**

**TRIBUTE TO LATE TINESHA BAKER.**

[R2024-0008171]

WHEREAS, Tinesha Baker, beloved City of Chicago native, passed away on February 18, 2024; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Stephanie D. Coleman, Alderperson of the 16<sup>th</sup> Ward; and

WHEREAS, Tinesha was born February 28, 1975, and was 48 years young at the time of her passing; and

WHEREAS, The entire 16<sup>th</sup> Ward community honors and thanks Tinesha for all of her contributions to our city and our community; and

WHEREAS, Tinesha touched the lives of all who knew her, and her memory will live on as we cherish and love all she shared with us; and

WHEREAS, To Tinesha's family and friends, we wish you peace, comfort and encouragement in the days ahead, and hope that the outpouring of love for Tinesha will provide some comfort in this difficult time; now, therefore,

*Be It Resolved, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby extend our most heartfelt condolences to the family and friends of Tinesha Baker; and*

*Be It Further Resolved, That a suitable copy of the resolution be prepared and presented to the family of Tinesha Baker, as a sign of our gratitude and respect.*

*TRIBUTE TO LATE EDWARD ALLEN BRISCOE.*

[R2024-0007934]

WHEREAS, Edward Allen Briscoe, beloved member of the 16<sup>th</sup> Ward community, passed away on February 17, 2024; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Stephanie D. Coleman, Alderperson of the 16<sup>th</sup> Ward; and

WHEREAS, Edward was born June 19, 1948, and was 75 years young at the time of his passing; and

WHEREAS, The entire 16<sup>th</sup> Ward community honors and thanks Edward for all of his contributions to our city and our community; and

WHEREAS, Edward touched the lives of all who knew him, and his memory will live on as we cherish and love all he shared with us; and

WHEREAS, To Edward's family and friends, we wish you peace, comfort and encouragement in the days ahead, and hope that the outpouring of love for Edward will provide some comfort in this difficult time; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby extend our most heartfelt condolences to the family and friends of Edward Allen Briscoe; and

*Be It Further Resolved*, That a suitable copy of the resolution be prepared and presented to the family of Edward Allen Briscoe, as a sign of our gratitude and respect.

---

*TRIBUTE TO LATE DEBORAH W. COLE.*

[R2024-0008219]

WHEREAS, Deborah W. Cole, beloved member of the 16<sup>th</sup> Ward community, passed away on February 26, 2024; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Stephanie D. Coleman, Alderperson of the 16<sup>th</sup> Ward; and

WHEREAS, Deborah was born October 5, 1957, and was 66 years young at the time of her passing; and

WHEREAS, The entire 16<sup>th</sup> Ward community honors and thanks Deborah for all of her contributions to our city and our community; and

WHEREAS, Deborah touched the lives of all who knew her, and her memory will live on as we cherish and love all she shared with us; and

WHEREAS, To Deborah's family and friends, we wish you peace, comfort and encouragement in the days ahead, and hope that the outpouring of love for Deborah will provide some comfort in this difficult time; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby extend our most heartfelt condolences to the family and friends of Deborah W. Cole; and

*Be It Further Resolved*, That a suitable copy of the resolution be prepared and presented to the family of Deborah W. Cole, as a sign of our gratitude and respect.

---

*CONGRATULATIONS EXTENDED TO STEPHEN ALLEN ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008027]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Stephen Allen on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Stephen Allen to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Stephen Allen has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Stephen Allen's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Stephen Allen as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO RUBY ASHBY ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008028]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ruby Ashby on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Ruby Ashby to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ruby Ashby has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Ruby Ashby's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ruby Ashby as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO CLEOLA BALLARD ON 75<sup>TH</sup> BIRTHDAY.*  
[R2024-0008075]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Cleola Ballard on her 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Cleola Ballard to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Cleola Ballard has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Cleola Ballard's 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Cleola Ballard as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO KIMBERLY BLAXTON ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008025]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Kimberly Blaxton on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Kimberly Blaxton to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Kimberly Blaxton has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Kimberly Blaxton's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Kimberly Blaxton as a token of our appreciation and blessed wishes.

---

**CONGRATULATIONS EXTENDED TO ANTHONY BOHANON ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0008055]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Anthony Bohanon on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Anthony Bohanon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Anthony Bohanon has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Anthony Bohanon's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Anthony Bohanon as a token of our appreciation and blessed wishes.

---

**CONGRATULATIONS EXTENDED TO DARREN BRANCH ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0007976]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Darren Branch on his 65<sup>th</sup> birthday celebration; and



WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Darren Branch to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Darren Branch has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Darren Branch's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Darren Branch as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO MELVIN BRIDGMON ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008054]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Melvin Bridgmon on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Melvin Bridgmon to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Melvin Bridgmon has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Melvin Bridgmon's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Melvin Bridgmon as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO JAMES BURNETT ON 75<sup>TH</sup> BIRTHDAY.  
[R2024-0008069]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Burnett on his 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage James Burnett to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, James Burnett has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate James Burnett's 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James Burnett as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO CLAREE COATS ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008042]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Claree Coats on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Claree Coats to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Claree Coats has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Claree Coats' 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Claree Coats as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO DIANE COLEMAN ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0008081]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Diane Coleman on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Diane Coleman to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Diane Coleman has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Diane Coleman's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Diane Coleman as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO WALTER COOKS ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0008066]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Walter Cooks on his 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Walter Cooks to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Walter Cooks has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Walter Cooks' 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Walter Cooks as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO YVONNE DARDEN-SHORTER ON 85<sup>TH</sup> BIRTHDAY.*

[R2024-0008087]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Yvonne Darden-Shorter on her 85<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Yvonne Darden-Shorter to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Yvonne Darden-Shorter has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Yvonne Darden-Shorter's 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Yvonne Darden-Shorter as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO ANITA DOMINIQUE ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0008084]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Anita Dominique on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Anita Dominique to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Anita Dominique has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Anita Dominique's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Anita Dominique as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO LEROY FRANKLIN ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008037]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Leroy Franklin on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Leroy Franklin to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Leroy Franklin has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Leroy Franklin's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Leroy Franklin as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO IDA GILMORE ON 85<sup>TH</sup> BIRTHDAY.*

[R2024-0008086]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ida Gilmore on her 85<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Ida Gilmore to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ida Gilmore has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Ida Gilmore's 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ida Gilmore as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO MARGART GRAHAM ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0008048]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Margart Graham on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Margart Graham to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Margart Graham has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Margart Graham's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Margart Graham as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO WILLIAM HARRIS ON 75<sup>TH</sup> BIRTHDAY.*  
[R2024-0008076]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to William Harris on his 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage William Harris to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, William Harris has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate William Harris' 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to William Harris as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO QUEEN HEDRICK ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008033]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Queen Hedrick on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Queen Hedrick to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Queen Hedrick has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Queen Hedrick's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Queen Hedrick as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JIMMIE JOHNSON ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0008083]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jimmie Johnson on his 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Jimmie Johnson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jimmie Johnson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Jimmie Johnson's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jimmie Johnson as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO SANDRA JONES ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008050]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sandra Jones on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Sandra Jones to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sandra Jones has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Sandra Jones' 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sandra Jones as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO BRENDA KNIGHT ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008051]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Brenda Knight on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Brenda Knight to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Brenda Knight has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Brenda Knight's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Brenda Knight as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO DONNA LANKFORD ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0008032]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Donna Lankford on her 65<sup>th</sup> birthday celebration; and



WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Donna Lankford to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Donna Lankford has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Donna Lankford's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Donna Lankford as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO PATRICIA LEE ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0008080]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Patricia Lee on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Patricia Lee to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Patricia Lee has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Patricia Lee's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Patricia Lee as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO BENITA LINDSEY ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008060]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Benita Lindsey on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Benita Lindsey to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Benita Lindsey has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Benita Lindsey's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Benita Lindsey as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO CAROLYN LOPEZ ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008045]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Carolyn Lopez on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Carolyn Lopez to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Carolyn Lopez has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Carolyn Lopez's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Carolyn Lopez as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO LEON LYLES ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008031]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Leon Lyles on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Leon Lyles to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Leon Lyles has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Leon Lyles' 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Leon Lyles as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO FREDDIE MACK ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0008078]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Freddie Mack on his 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Freddie Mack to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Freddie Mack has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Freddie Mack's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Freddie Mack as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO OLIVIA MALDONADO ON 95<sup>TH</sup> BIRTHDAY.*  
[R2024-0008091]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Olivia Maldonado on her 95<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Olivia Maldonado to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Olivia Maldonado has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Olivia Maldonado's 95<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Olivia Maldonado as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO ELSIE MANUEL ON 75<sup>TH</sup> BIRTHDAY.*  
[R2024-0008073]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Elsie Manuel on her 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Elsie Manuel to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Elsie Manuel has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Elsie Manuel's 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Elsie Manuel as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO QUENDELL MC DOUGLE ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008036]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Quendell McDougle on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Quendell McDougle to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Quendell McDougle has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Quendell McDougle's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Quendell McDougle as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO SYLVIA MORGAN ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0008030]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sylvia Morgan on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Sylvia Morgan to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sylvia Morgan has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Sylvia Morgan's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sylvia Morgan as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JACQUELINE DENISE PORTER-TETTER ON 60<sup>TH</sup> BIRTHDAY.*

[R2024-0007933]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jacqueline Denise Porter-Tetter on her 60<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Jacqueline Denise Porter-Tetter to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jacqueline Denise Porter-Tetter has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Jacqueline Denise Porter-Tetter's 60<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jacqueline Denise Porter-Tetter as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO BLANCH POWELL ON 85<sup>TH</sup> BIRTHDAY.*  
[R2024-0008088]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Blanch Powell on her 85<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Blanch Powell to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Blanch Powell has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Blanch Powell's 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Blanch Powell as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO LENNIE RILEY ON 85<sup>TH</sup> BIRTHDAY.*  
[R2024-0008085]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lennie Riley on her 85<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Lennie Riley to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lennie Riley has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Lennie Riley's 85<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Lennie Riley as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO PATRICIA ROBERTS ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0008062]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Patricia Roberts on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Patricia Roberts to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Patricia Roberts has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Patricia Roberts' 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Patricia Roberts as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JERI ROBINSON ON 70<sup>TH</sup> BIRTHDAY.*

[R2024-0008044]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jeri Robinson on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Jeri Robinson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Jeri Robinson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Jeri Robinson's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jeri Robinson as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JAMES ROWELL ON 65<sup>TH</sup> BIRTHDAY.*  
[R2024-0008029]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Rowell on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage James Rowell to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, James Rowell has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate James Rowell's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James Rowell as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO VANESSA SAMUEL ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008040]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Vanessa Samuel on her 70<sup>th</sup> birthday celebration; and



WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Vanessa Samuel to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Vanessa Samuel has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Vanessa Samuel's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Vanessa Samuel as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO LACY SMITH ON 80<sup>TH</sup> BIRTHDAY.*

[R2024-0008082]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lacy Smith on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Lacy Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Lacy Smith has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Lacy Smith's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Lacy Smith as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO MARY SMITH ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0008068]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Smith on her 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Mary Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Mary Smith has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Mary Smith's 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary Smith as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO SYLVIA SMITH ON 80<sup>TH</sup> BIRTHDAY.  
[R2024-0008077]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Sylvia Smith on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Sylvia Smith to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Sylvia Smith has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Sylvia Smith's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Sylvia Smith as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO AMANUEL STACKER ON 75<sup>TH</sup> BIRTHDAY.  
[R2024-0008067]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Amanuel Stacker on his 75<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Amanuel Stacker to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Amanuel Stacker has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Amanuel Stacker's 75<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Amanuel Stacker as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO JOSEPH STOBBA ON 90<sup>TH</sup> BIRTHDAY.*

[R2024-0008089]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Joseph Stobba on his 90<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Joseph Stobba to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Joseph Stobba has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Joseph Stobba's 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joseph Stobba as a token of our appreciation and blessed wishes.

---

*CONGRATULATIONS EXTENDED TO BLONDELL TRAYLOR ON 65<sup>TH</sup> BIRTHDAY.*

[R2024-0008034]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Blondell Traylor on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Blondell Traylor to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Blondell Traylor has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Blondell Traylor's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Blondell Traylor as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO CHRISTIN WASHINGTON ON 70<sup>TH</sup> BIRTHDAY.

[R2024-0008038]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Christin Washington on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Christin Washington to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Christin Washington has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Christin Washington's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Christin Washington as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO LOUONNA WATSON ON 70<sup>TH</sup> BIRTHDAY.

[R2024-0008061]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Louonna Watson on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Louonna Watson to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Louonna Watson has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Louonna Watson's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Louonna Watson as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO ROBERT WEATHERS ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0008026]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Robert Weathers on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Robert Weathers to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Robert Weathers has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Robert Weathers' 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robert Weathers as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO DARLENE WELLS ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008041]

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 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> 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 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Darlene Wells' 70<sup>th</sup> 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.

---

CONGRATULATIONS EXTENDED TO ERNEST WHITEURST ON 90<sup>TH</sup> BIRTHDAY.  
[R2024-0008090]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Ernest Whiteurst on his 90<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Ernest Whiteurst to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Ernest Whiteurst has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Ernest Whiteurst's 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ernest Whiteurst as a token of our appreciation and blessed wishes.

---

CONGRATULATIONS EXTENDED TO TJ WRIGHT ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008049]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Tj Wright on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward, Alderperson Stephanie D. Coleman would like to encourage Tj Wright to expect the best, let love rule, embrace the day and celebrate another year; and

WHEREAS, Tj Wright has continued to be an abundance of wisdom, and we value all the gems and treasures you have bestowed here in the 16<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That the Mayor and members of the City Council of the City of Chicago, gathered this 20<sup>th</sup> day of March 2024, do hereby celebrate Tj Wright's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Tj Wright as a token of our appreciation and blessed wishes.

---

*Presented By*

**ALDERPERSON FUENTES (26<sup>th</sup> Ward),  
ALDERPERSON CRUZ (30<sup>th</sup> Ward) And  
ALDERPERSON RODRÍGUEZ-SÁNCHEZ (33<sup>rd</sup> Ward):**

*RECOGNITION OF CONTRIBUTIONS OF LATINAS IN STATE OF ILLINOIS.*

[R2024-0008318]

WHEREAS, The United States commemorates National Women's History Month every March to recognize and honor the contributions of women throughout the history of the United States and the women making history now; and

WHEREAS, Latinas contribute to the cultural, economic and political power of the United States; and

WHEREAS, There are approximately 30,000,000 Latinas living in the United States, and 1,120,000 Latinas living in the State of Illinois; and

WHEREAS, Latinas continue to be greatly underrepresented in elected office; and

WHEREAS, Latinas represent 9.3 percent of the United States population but only 3 percent of elected officeholders in state and federal offices across the country; and

WHEREAS, The State of Illinois is a model for supporting and electing Latinas; and

WHEREAS, The State of Illinois has significantly increased the representation of Latinas at all levels of government, including electing the diverse and powerful Latinas of Illinois' Third Congressional District, such as: Village of Franklin Park Clerk, April Arellano; Village of Addison Trustee, Maria Reyes; Bensenville Village Trustee, Rosa Carmona; Hanover Township Trustee, Denise Noyola; Assistant City Manager of Elgin, Karina Nava; Council Member for the City of Elgin, Rosamaria Martinez; Alderperson Ruth Cruz; Alderperson Jessie Fuentes; Alderperson Rossana Rodríguez-Sánchez; Metropolitan Water Reclamation District of Greater Chicago Board Commissioner, Eira L. Corral Sepúlveda; State Representative Eva Dina Delgado; State Representative Lilian Jimenez; State Representative Norma Hernandez; State Senator Karina Villa; and State Senator Cristina Castro; and

WHEREAS, Many of the Latinas elected to their positions are the first Latinas in their roles or the first Latinas to serve in their communities; and

WHEREAS, The work of Latinas at all levels of government in the State of Illinois has resulted in the codification of women's rights and the expansion of health care for undocumented people; and

WHEREAS, The grassroots, organizing and political participation of Latinas resulted in the election of the first Latina from the Midwest to Congress; and

WHEREAS, The voices, lived experiences and contributions of Latinas in the State of Illinois continue to have long-lasting, positive impacts for the communities that they serve; and

WHEREAS, Latinas representing Latinas is necessary to build a multicultural, multigenerational movement that acknowledges the shared humanity of others; and

WHEREAS, Significant progress has been made to increase the representation of Latinas in all decision-making spaces; and

WHEREAS, There is still work that needs to be done until Latinas achieve equitable representation in all sectors, industries and leadership roles; now, therefore,

*Be It Resolved*, That the Chicago City Council celebrates the impact and contributions of contemporary Latinas in the State of Illinois; acknowledges the value of Latinas and the essential role they play in this nation's multicultural, multigenerational democracy; and recognizes the importance of accurate and timely data on Latinas living in the United States and the role that the United States Census Bureau plays in delivering data that impacts the political and economic power and influence of Latinas.



*Presented By*

**ALDERPERSON WAGUESPACK (32<sup>nd</sup> Ward):**

**CONGRATULATIONS EXTENDED TO BOB AND CHRISTY WIGGS ON RETIREMENT FROM APARTMENT OWNERS & BUILDING MANAGERS ASSOCIATION.**

[R2024-0008151]

WHEREAS, At a “celebration of service” to be held on Wednesday evening, April 17, 2024 at Chicago’s East Bank Club, Bob and Christy Wiggs, exemplary business leaders and members of their community, will be feted for more than 70 dedicated years of combined service by the Apartment Owners & Building Managers Association (ABOMA); and

WHEREAS, Bob Wiggs commenced his esteemed tenure with ABOMA in 1964, demonstrating unwavering commitment and exemplary service to building and supplier members throughout the decades; and

WHEREAS, Christy Wiggs, joining ABOMA almost 13 years ago, initially as a dedicated volunteer and later appointed as the director of operations, brought invaluable contributions to the organization, enhancing its operational efficiency and overall impact; and

WHEREAS, The retirement of Bob and Christy Wiggs at the end of January 2024 marks the end of an era, leaving an indelible legacy of service with honor, dedication and distinction to ABOMA and the City of Chicago; and

WHEREAS, The City of Chicago recognizes the exceptional contributions of Bob and Christy Wiggs to ABOMA as well as acknowledges their tireless efforts in fostering positive relationships and driving the organization’s success; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered this 20<sup>th</sup> day of March 2024, do hereby extend our heartfelt congratulations to Bob and Christy Wiggs on their well-deserved retirement, express our profound gratitude for their dedicated service that has significantly contributed to the growth and success of ABOMA, and wish them success on all their future endeavors; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to Bob and Christy Wiggs as a token of the City of Chicago’s appreciation for their outstanding civic contributions.

---

**CONGRATULATIONS EXTENDED TO RUDOLPH J. KARALL ON 100<sup>TH</sup> BIRTHDAY.**  
[R2024-0008149]

WHEREAS, Rudolph J. Karall was born on February 14, 1924 in the Lakeview neighborhood, where he still resides today; and

WHEREAS, The Chicago City Council has been informed of his 100<sup>th</sup> birthday celebration by Alderperson Scott Waguespack; and

WHEREAS, He was baptized at St. Alphonsus Church and attended grade school at St. Alphonsus School and high school at Lane Technical High School; and

WHEREAS, He served our nation in World War II with the 4<sup>th</sup> Marines in the Pacific Theatre in the Marshall Islands; and

WHEREAS, He was awarded the Navy Commendation for Heroism for his actions on Engebi Island in the Eniwetok Atoll after a fighter plane crashed into a scout bomber during its take off; and

WHEREAS, He is the loving father of his son, Leo Karall, who has informed us of his birthday celebration; and

WHEREAS, He celebrated his 100<sup>th</sup> birthday at the Athenaeum Building next to St. Alphonsus as part of the February 13<sup>th</sup> South Lakeview Neighbors Meeting; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 20<sup>th</sup> day of March, express our deepest congratulations to Rudolph J. Karall and do hereby thank him for his valiant service to our country; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Rudolph J. Karall and his family as a sign of our appreciation.

---

*Presented By*

**ALDERPERSON MITTS (37<sup>th</sup> Ward):**

**TRIBUTE TO LATE RAYSHAWN LAND.**

[R2024-0007968]

WHEREAS, The City of Chicago mourns the loss of a beloved community member, Rayshawn Land, who passed away on February 7, 2024; and

WHEREAS, The Chicago City Council has been informed of Rayshawn's passing by the Honorable Alderperson Emma Mitts of the 37<sup>th</sup> Ward; and

WHEREAS, Born in Chicago on August 25, 1990, Rayshawn was the only child to proud parents, Jimmy Joseph and Consuelo Land; and

WHEREAS, Rayshawn received his early education at McNair Elementary and later transferred to Michelle Clark Elementary, and subsequently attended Shepard High School in Palos Heights, Illinois; and

WHEREAS, While attending The Old Ship of Zion M.B. Church, Rayshawn Land gave his life to Jesus Christ at an early age, demonstrating his strong faith and commitment to spiritual values; and

WHEREAS, Rayshawn was employed as a dedicated day laborer for the City of Chicago and contributed his talents and skills to various companies including the CTA and Kroger; and

WHEREAS, Known for his quiet and reserved nature, Rayshawn carried himself with a radiant smile that brought joy to all those around him; and

WHEREAS, Rayshawn was preceded in death by his beloved mother, Consuelo Land; grandparents, Ida Mae and Joy Land; three uncles, Bruce Land, Michael Larry and James Land; and one auntie/mom, Tracey Land; and

WHEREAS, Rayshawn leaves to cherish memories: his father, Jimmy Joseph; his grandmother, Ruthie; his younger brother, Sheldon Joseph; his older brothers and sister, George Land, Mose Land, Johnny Land, Bryant Land and Betty Holmes; as well as his extended family, cousins, nieces and nephews; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 20<sup>th</sup> day of March 2024, do hereby extend our most heartfelt condolences to the family and friends of Rayshawn Land; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Rayshawn Land as a token of our honor and respect.

---

*Presented By*

**ALDERPERSON LAWSON (44<sup>th</sup> Ward):**

**TRIBUTE TO LATE JOHN SASAKI.**

[R2024-0008376]

WHEREAS, John Sasaki, an outstanding, businessman, citizen and beloved member of his community, passed away on January 9, 2024 at the age of 87; and

WHEREAS, John Sasaki started life as the son of Mona and Jimmy Sasaki on April 16, 1936 in Los Angeles, California. His father had been born in Japan, but his mother and brother were both United States citizens, born in California. In 1942, when John was just six years of age, his family along with 120,000 other people of Japanese descent, a majority of whom were United States citizens, were forced to leave their homes, businesses, pets and everything else behind except what they could carry, to be incarcerated in War Relocation Centers, also known as internment camps; and

WHEREAS John, his parents and his older brother, Fred, were forced to leave their apartment and successful dry cleaning business in Los Angeles to live in a temporary relocation center at a horse racing track outside that city as a result of the attack on Pearl Harbor by the nation of Japan, a dark chapter in American history that shaped John's character and fueled his future commitment to justice; and

WHEREAS, After six months at the racetrack camp, the Sasaki family was transferred to an internment camp in Heart Mountain, Wyoming. His parents were eventually transferred to another camp in Reno, Nevada on a work release program. John Sasaki and his brother were left in the care of relatives at another internment camp in Utah. When this mass incarceration ended in August of 1944, John's father and mother separated. His mother took her two sons to Chicago and opened a dry cleaning business in the East Lakeview neighborhood where there was an established Japanese community; and

WHEREAS, Despite such adversities, John overcame these early challenges with resilience and determination. He excelled academically, graduating as valedictorian from Lakeview High School and later attended The University of Chicago on an academic scholarship, where he displayed exceptional leadership as a cadet commanding officer in the ROTC; and

WHEREAS, John served in the United States Army before taking over the business his mother started with his brother. He met and married Becky Alstott, whose family ran a restaurant not far from the dry cleaning business. To this union three daughters were born. Although his wife passed away in 2010, he leaves behind to celebrate his legacy of love and resilience his daughters, Emily Sasaki, Ellen Sasaki McGarry and Meggie Sasaki-Resendiz, along with four grandchildren. His dedication to hard work eventually led to the successful establishment of the Barry-Regent, a still-thriving dry cleaning establishment in the heart of the East Lakeview neighborhood; and

WHEREAS, When John Sasaki's family first came to Chicago, they were aided by the Chicago Resettler's Committee, a not-for-profit organization that later was renamed the Japanese American Service Committee. Throughout his life in this city, John was an avid supporter who helped raise money for the group and was a former board member. Today, the Japanese American Service Committee is still actively working to preserve and celebrate the culture that brought him solace and purpose later in life, and

WHEREAS, John Sasaki's life was fraught with challenges, triumphs and an enduring spirit that touched the lives of those around him, leaving an indelible mark on the community he called home. John's civic commitments extended beyond business and family, as he

immersed himself in this city's cultural scene, enjoying classical music, opera and passionately supporting Chicago sports teams; and

WHEREAS, The Honorable Bennett R. Lawson, Alderperson of the 44<sup>th</sup> Ward, has informed this august body of the passing of this outstanding business leader and esteemed contributor to the betterment of his community; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered this 20<sup>th</sup> day of March 2024, do hereby extend our deepest condolences to the family of John Sasaki and express our sincerest sympathies to his many friends and acquaintances whose lives he touched; and

*Be It Further Resolved*, That suitable copies of this resolution be prepared and presented to the daughters of John Sasaki.

---

*Presented By*

**ALDERPERSON GARDINER (45<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO ANWAR ABRAHAM ON 65<sup>TH</sup> BIRTHDAY.**  
[R2024-0008269]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Anwar Abraham in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Anwar Abraham 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 20<sup>th</sup> day of March 2024, do hereby congratulate Anwar Abraham on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Anwar Abraham.

---

**CONGRATULATIONS EXTENDED TO DIANA ACEVEDO ON 70<sup>TH</sup> BIRTHDAY.**  
[R2024-0008251]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Diana Acevedo in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Diana Acevedo 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 20<sup>th</sup> day of March 2024, do hereby congratulate Diana Acevedo on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Diana Acevedo.

---

CONGRATULATIONS EXTENDED TO SAMUEL CANNIZZARO ON  
65<sup>TH</sup> BIRTHDAY.

[R2024-0008270]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Samuel Cannizzaro in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Samuel Cannizzaro 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 20<sup>th</sup> day of March 2024, do hereby congratulate Samuel Cannizzaro on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Samuel Cannizzaro.

---

CONGRATULATIONS EXTENDED TO GEORGE DACHNO ON 65<sup>TH</sup> BIRTHDAY.

[R2024-0008268]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to George Dachno in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to George Dachno 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 20<sup>th</sup> day of March 2024, do hereby congratulate George Dachno on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to George Dachno.

---

CONGRATULATIONS EXTENDED TO JAYNE DENO ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008256]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Jayne Deno in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Jayne Deno 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 20<sup>th</sup> day of March 2024, do hereby congratulate Jayne Deno on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Jayne Deno.

---

CONGRATULATIONS EXTENDED TO MOHAMED ELMAAZAWI ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0008265]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Mohamed Elmaazawi in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Mohamed Elmaazawi 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 20<sup>th</sup> day of March 2024, do hereby congratulate Mohamed Elmaazawi on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Mohamed Elmaazawi.

---

CONGRATULATIONS EXTENDED TO FRANCES FINCH ON 65<sup>TH</sup> BIRTHDAY.  
[R2024-0008257]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Frances Finch in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Frances Finch 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 20<sup>th</sup> day of March 2024, do hereby congratulate Frances Finch on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Frances Finch.

---

CONGRATULATIONS EXTENDED TO LAVON HALL ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008259]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Lavon Hall in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Lavon Hall 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 20<sup>th</sup> day of March 2024, do hereby congratulate Lavon Hall on the occasion of her birthday; and



*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Lavon Hall.

---

*CONGRATULATIONS EXTENDED TO HUGO JACOME ON 80<sup>TH</sup> BIRTHDAY.*  
[R2024-0008267]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Hugo Jacome in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Hugo Jacome 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 20<sup>th</sup> day of March 2024, do hereby congratulate Hugo Jacome on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Hugo Jacome.

---

*CONGRATULATIONS EXTENDED TO MARIAN AGNES KOSEL ANDERSON ON 100<sup>TH</sup> BIRTHDAY.*

[R2024-0008296]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Marian Agnes Kosel Anderson in honor of her 100<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Marian Agnes Kosel Anderson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marian lived for 43 years in the house her father built on Carmen Avenue in Jefferson Park; and

WHEREAS, Marian graduated from Beaubien in 1938 and spent her first two years of high school at Schurz and then transferred to Taft High School where she graduated in 1942; and

WHEREAS, Marian loved to square dance and met her husband, Weston John Anderson, while dancing. They married in 1947; and

WHEREAS, Marian and Weston moved to Ogallah Street in Edison Park in 1967 where they raised their six children: Carol (Jorgensen), Larry, Joy (Rice), Gail (Levin) Brian and Jayne (Taylor); and

WHEREAS, Marian and Weston were blessed with 22 grandchildren and 13 great-grandchildren; and

WHEREAS, Weston sadly passed away in 1999; and

WHEREAS, Marian moved to West Dundee in 2010 to live with her son, Brian; and

WHEREAS, Marian has spent many years serving children's ministry in the churches she attended; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this 20<sup>th</sup> day of March 2024, do hereby congratulate Marian Agnes Kosel Anderson on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marian Agnes Kosel Anderson.

---

CONGRATULATIONS EXTENDED TO WALDEMAR KOSZELA ON  
70<sup>TH</sup> BIRTHDAY.

[R2024-0008264]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Waldemar Koszela in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Waldemar Koszela 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 20<sup>th</sup> day of March 2024, do hereby congratulate Waldemar Koszela on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Waldemar Koszela.

*CONGRATULATIONS EXTENDED TO JUNE LONGORIA ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008274]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to June Longoria in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to June Longoria 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 20<sup>th</sup> day of March 2024, do hereby congratulate June Longoria on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to June Longoria.

---

*CONGRATULATIONS EXTENDED TO ROBERT MC CULLOUGH ON 75<sup>TH</sup> BIRTHDAY.*

[R2024-0008262]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Robert McCullough in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Robert McCullough 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 20<sup>th</sup> day of March 2024, do hereby congratulate Robert McCullough on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Robert McCullough.

---

*CONGRATULATIONS EXTENDED TO STEVE NEIDENBACH ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008261]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Steve Neidenbach in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Steve Neidenbach 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 20<sup>th</sup> day of March 2024, do hereby congratulate Steve Neidenbach on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Steve Neidenbach.

---

*CONGRATULATIONS EXTENDED TO ELIZABETH PAZIK ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008273]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Elizabeth Pazik in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Elizabeth Pazik 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 20<sup>th</sup> day of March 2024, do hereby congratulate Elizabeth Pazik on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Elizabeth Pazik.

---

*CONGRATULATIONS EXTENDED TO ELEVA RILEY ON 70<sup>TH</sup> BIRTHDAY.*  
[R2024-0008254]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Eleva Riley in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Eleva Riley 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 20<sup>th</sup> day of March 2024, do hereby congratulate Eleva Riley on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Eleva Riley.

---

CONGRATULATIONS EXTENDED TO MARNER RIVERA ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008260]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Marner Rivera in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Marner Rivera 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 20<sup>th</sup> day of March 2024, do hereby congratulate Marner Rivera on the occasion of his birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Marner Rivera.

---

CONGRATULATIONS EXTENDED TO MYRNA RODRIGUEZ ON 70<sup>TH</sup> BIRTHDAY.  
[R2024-0008272]

WHEREAS, The members of the Chicago City Council wish to extend our congratulations and warmest birthday wishes to Myrna Rodriguez in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 45<sup>th</sup> Ward, Alderperson James M. Gardiner would like to extend his personal tribute to Myrna Rodriguez 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 20<sup>th</sup> day of March 2024, do hereby congratulate Myrna Rodriguez on the occasion of her birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Myrna Rodriguez.

---

*Presented By*

**ALDERPERSON MANAA-HOPPENWORTH (48<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO METEOROLOGIST TOM SKILLING ON RETIREMENT FROM WGN-TV.**

[R2024-0008107]

WHEREAS, Tom Skilling is considered to be one of the most trusted meteorologists in the country, known for his detailed weather reports and explanations, and his sunny personality; and

WHEREAS, Tom Skilling retired from WGN after 45 years, and in 2024, WGN announced that it will rename the WGN Weather Center the Tom Skilling Weather Center; and

WHEREAS, Tom Skilling evolved alongside changing weather technology, going from hand-drawn images to the latest computer imagery and animation techniques; and

WHEREAS, Tom Skilling is a pop-culture icon with his name and image on everything from an asteroid to a snuggie, a snowplow to Tom Freaking Skilling beer; and

WHEREAS, Tom Skilling is a household name so connected to the City of Chicago that movies and television shows set in Chicago such as John Hughes' classic *Planes, Trains, and Automobiles*, Showtime's *Shameless*, and FX's *The Bear* will often mention his name or have his weather report on in the background; and

WHEREAS, Tom Skilling is a beloved neighbor and resident of the Edgewater neighborhood in the 48<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, assembled here on this 20<sup>th</sup> day of March 2024, do hereby honor and congratulate the greatest freakin' meteorologist in the greatest freakin' city in the world, Tom freakin' Skilling; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Tom Skilling as a symbol of our esteem and respect.

**MATTERS PRESENTED BY THE ALDERPERSONS.**

**(Presented By Wards, In Order, Beginning  
With The 1<sup>st</sup> Ward)**

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Unclassified Matters (arranged in order according to ward numbers).

---

**1. TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.**

---

*Referred* -- ESTABLISHMENT OF DISABLED LOADING ZONE ON PORTION OF  
W. ROSCOE ST.

[O2024-0008222]

Aldersperson Sposato (38<sup>th</sup> Ward) presented a proposed ordinance to establish a disabled loading/tow-away zone at West Roscoe Street, from a point 55 feet west of North Osceola Avenue to a point 30 feet west 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 ONE-WAY VEHICULAR TRAFFIC MOVEMENT  
ON S. MOZART AVE.

[O2024-0007974]

Aldersperson Curtis (18<sup>th</sup> Ward) presented a proposed ordinance to restrict the movement of traffic to a single direction, southbound, at 7200 to 7259 South Mozart Street, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

*Referred* -- AMENDMENT OF ONE-WAY VEHICULAR TRAFFIC MOVEMENT.

The alderpersons named below presented proposed ordinances to amend the restrictions of single direction movement of traffic on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson

Location And Distance

*HOPKINS*  
(2<sup>nd</sup> Ward)

Amend ordinance which reads: "West Dickens Avenue, between North Magnolia Avenue and North Racine Avenue -- one-way, westbound -- except bicycles" by deleting the above and inserting in lieu thereof: "West Dickens Avenue, from North Magnolia Avenue to North Clifton Avenue";

[O2024-0007965]

Amend ordinance which reads: "North Magnolia Avenue, between North Clybourn Avenue and West Dickens Avenue -- one-way, northbound -- except bicycles";

[O2024-0007960]

*SIGCHO-LOPEZ*  
(25<sup>th</sup> Ward)

Amend ordinance which reads: "South Sangamon Street, from West 18<sup>th</sup> Street to West 19<sup>th</sup> Street -- two-way, northerly and southerly" by striking the above and inserting in lieu thereof: "South Sangamon Street, from West 18<sup>th</sup> Street to West 19<sup>th</sup> Street -- one-way, southerly".

[O2024-0008334]

---

*Referred* -- PROHIBITION OF PARKING AT ALL TIMES.  
(Except For Disabled)

The alderpersons named below presented proposed ordinances to prohibit the parking of



vehicles at all times at the locations designated and for the distances specified, which were Referred to the Committee on Pedestrian and Traffic Safety, as follows:

Aldersperson	Location And Permit Number
<i>LA SPATA</i> (1 <sup>st</sup> Ward)	West Haddon Avenue, at 2335 (handicapped permit parking); [O2024-0008249]
<i>HALL</i> (6 <sup>th</sup> Ward)	South Eberhart Avenue, at 7133 (handicapped permit parking); [O2024-0008187]
	South Rhodes Avenue, at 8143 (handicapped permit parking); [O2024-0008182]
	South St. Lawrence Avenue, at 8537 (handicapped permit parking); [O2024-0008183]
	South Vernon Avenue, at 7939 (handicapped permit parking); [O2024-0008181]
	East 89 <sup>th</sup> Place, at 105 (handicapped permit parking); [O2024-0008180]
	East 89 <sup>th</sup> Street, at 353 (handicapped permit parking); [O2024-0008189]
<i>HARRIS</i> (8 <sup>th</sup> Ward)	South Merrill Avenue, at 7938 (Handicapped Parking Permit 132776); [O2024-0008004]
<i>QUINN</i> (13 <sup>th</sup> Ward)	South Kedvale Avenue, at 6124 (Handicapped Parking Permit 133481); [O2024-0008285]

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10679

Aldersperson

Location And Permit Number

South Kolmar Avenue, at 5625 (Handicapped Parking Permit 133962);  
[O2024-0008164]

South Moody Avenue, at 5915 (Handicapped Parking Permit 133692);  
[O2024-0008168]

South Narragansett Avenue, at 5600 (Handicapped Parking  
Permit 133224);  
[O2024-0008169]

South Tripp Avenue, at 6031 (Handicapped Parking Permit 133870);  
[O2024-0008166]

West 63<sup>rd</sup> Place, at 6308 (Handicapped Parking Permit 133869);  
[O2024-0008167]

West 64<sup>th</sup> Place, at 5256 (Handicapped Parking Permit 133961);  
[O2024-0008165]

*GUTIÉRREZ*  
(14<sup>th</sup> Ward)

South Trumbull Avenue, at 5251 (Handicapped Parking  
Permit 133306);  
[O2024-0008430]

*CURTIS*  
(18<sup>th</sup> Ward)

South Whipple Street, at 7247 (Handicapped Parking Permit 130237);  
[O2024-0008216]

West 86<sup>th</sup> Street, at 3813 (Handicapped Parking Permit 114783);  
[O2024-0008221]

*MOSLEY*  
(21<sup>st</sup> Ward)

South Aberdeen Street, at 10034 (Handicapped Parking  
Permit 129343);  
[O2024-0008420]

## Aldersperson

## Location And Permit Number

South Bishop Street, at 9409 (Handicapped Parking Permit 133035);  
[O2024-0008429]

South Kerfoot Avenue, at 8359 (Handicapped Parking Permit 130849);  
[O2024-0008423]

South Lowe Avenue, at 9704 (Handicapped Parking Permit 131210);  
[O2024-0008424]

South May Street, at 10134 (Handicapped Parking Permit 132821);  
[O2024-0008427]

West 102<sup>nd</sup> Place, at 1254 (Handicapped Parking Permit 132737);  
[O2024-0008426]

West 108<sup>th</sup> Street, at 1313 (Handicapped Parking Permit 132944);  
[O2024-0008428]

*RODRÍGUEZ*  
(22<sup>nd</sup> Ward)

South Drake Avenue, at 2717 (Handicapped Parking Permit 132206);  
[O2024-0008425]

South Kilpatrick Avenue, at 4805 (Handicapped Parking  
Permit 133767);  
[O2024-0008431]

*TABARES*  
(23<sup>rd</sup> Ward)

South Kostner Avenue, at 5225 (Handicapped Parking Permit 133811);  
[O2024-0007969]

South Mobile Avenue, at 5233 (Handicapped Parking Permit 130797);  
[O2024-0008220]

South Nashville Avenue, at 5253 (Handicapped Parking  
Permit 133051);  
[O2024-0008218]

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10681

Aldersperson

Location And Permit Number

*SCOTT*  
(24<sup>th</sup> Ward)

West 21<sup>st</sup> Place, at 4034 (Handicapped Parking Permit 131098);  
[O2024-0008103]

*SIGCHO-LOPEZ*  
(25<sup>th</sup> Ward)

West 17<sup>th</sup> Street, at 1748 (Handicapped Parking Permit 132164);  
[O2024-0008325]

*FUENTES*  
(26<sup>th</sup> Ward)

West Cortland Street, at 3421 (Handicapped Parking Permit 133151);  
[O2024-0007975]

North Harding Avenue, at 1433 (Handicapped Parking Permit 132738);  
[O2024-0007985]

North Keeler Avenue, at 1706 (Handicapped Parking Permit 132748);  
[O2024-0007987]

North Lamon Avenue, at 2215 (Handicapped Parking Permit 133413);  
[O2024-0007913]

North Sawyer Avenue, at 1905 (Handicapped Parking Permit 132924);  
[O2024-0007986]

North Tripp Avenue, at 1911 (Handicapped Parking Permit 129963);  
[O2024-0007978]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

North Monitor Avenue, at 1138 (handicapped permit parking);  
[O2024-0008278]

North Monitor Avenue, at 1446 (Handicapped Parking Permit 132928);  
[O2024-0007973]

*CARDONA*  
(31<sup>st</sup> Ward)

West Altgeld Street, at 5012 (Handicapped Parking Permit 132961);  
[O2024-0008303]

## Aldersperson

## Location And Permit Number

West Barry Avenue, at 5445 (Handicapped Parking Permit 133070);  
[O2024-0008306]

West Cornelia Avenue, at 4833 (Handicapped Parking Permit 132914);  
[O2024-0008302]

West Deming Place, at 5238 (Handicapped Parking Permit 131539);  
[O2024-0008305]

North Hamlin Avenue, at 3045 (Handicapped Parking Permit 132669);  
[O2024-0008299]

North Lowell Avenue, at 2912 (Handicapped Parking Permit 129142);  
[O2024-0008321]

*RODRÍGUEZ-SÁNCHEZ*(33<sup>rd</sup> Ward)

North Harding Avenue, at 4457 (Handicapped Parking Permit 133660);  
[O2024-0008119]

*RAMIREZ-ROSA*(35<sup>th</sup> Ward)

North Springfield Avenue, at 2324 (Handicapped Parking  
Permit 129989);  
[O2024-0008175]

*MITTS*(37<sup>th</sup> Ward)

West Crystal Street, at 4931 (Handicapped Parking Permit 132908);  
[O2024-0008204]

North Lorel Avenue, at 1635 (Handicapped Parking Permit 133044);  
[O2024-0008206]

*SPOSATO*(38<sup>th</sup> Ward)

North Pacific Avenue, at 3407 (Handicapped Parking Permit 132735);  
[O2024-0008203]

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10683

Aldersperson            Location And Permit Number

*MANAA-HOPPENWORTH*

(48<sup>th</sup> Ward)            North Kenmore Avenue, at 5737 (Handicapped Parking Permit 133285);

[O2024-0008104]

*SILVERSTEIN*

(50<sup>th</sup> Ward)            North Campbell Avenue, at 6512 (Handicapped Parking Permit 132968).

[O2024-0008279]

---

*Referred -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES.  
(Except For Disabled)*

The alderpersons named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times at the locations designated and for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson            Location And Permit Number

*LEE*

(11<sup>th</sup> Ward)            Repeal Handicapped Parking Permit 129228 at 4202 South Emerald Avenue;

[O2024-0008310]

Repeal Handicapped Parking Permit 131906 at 3026 South Wells Street;

[O2024-0008308]

Repeal Handicapped Parking Permit 34505 at 320 West 30<sup>th</sup> Street;

[O2024-0008307]

Aldersperson

Location And Permit Number

*QUINN*(13<sup>th</sup> Ward)

Amend ordinance which reads: "South Keeler Avenue, at 5618 (Handicapped Parking Permit 70516)" by striking the above;  
[O2024-0008161]

Amend ordinance which reads: "South Kildare Avenue, at 5532 (Handicapped Parking Permit 90397)" by striking the above;  
[O2024-0008284]

Amend ordinance which reads: "South Kildare Avenue, at 5651 (Handicapped Parking Permit 126186)" by striking the above;  
[O2024-0008158]

Amend ordinance which reads: "South Kolin Avenue, at 6436 (Handicapped Parking Permit 83614)" by striking the above;  
[O2024-0008160]

Amend ordinance which reads: "South Merrimac Avenue, at 5801 (Handicapped Parking Permit 82966)" by striking the above;  
[O2024-0008159]

*CURTIS*(18<sup>th</sup> Ward)

Amend ordinance which reads: "South Campbell Avenue, at 7918 (Handicapped Parking Permit 121132)" by striking the above;  
[O2024-0008211]

*TABARES*(23<sup>rd</sup> Ward)

Amend ordinance which reads: "South Kildare Avenue, at 5400 (Handicapped Parking Permit 117851)" by striking the above;  
[O2024-0008213]

Amend ordinance which reads: "South Menard Avenue, at 5139 (Handicapped Parking Permit 119404)" by striking the above;  
[O2024-0007897]

Amend ordinance which reads: "South Nagle Avenue, at 5350 (Handicapped Parking Permit 97395)" by striking the above;  
[O2024-0007910]

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10685

Aldersperson

Location And Permit Number

Amend ordinance which reads: "South Springfield Avenue, at 5445 (Handicapped Parking Permit 98918)" by striking the above;  
[O2024-0007895]

Amend ordinance which reads: "West 61<sup>st</sup> Place, at 3904 (Handicapped Parking Permit 99208)" by striking the above;  
[O2024-0007966]

Amend ordinance which reads: "West 61<sup>st</sup> Place, at 3923 (Handicapped Parking Permit 131444)" by striking the above;  
[O2024-0007967]

Amend ordinance which reads: "West 64<sup>th</sup> Place, at 3910 (Handicapped Parking Permit 110625)" by striking the above;  
[O2024-0007896]

Amend ordinance which reads: "West 65<sup>th</sup> Place, at 3909 (Handicapped Parking Permit 115175)" by striking the above;  
[O2024-0007949]

Amend ordinance which reads: "West 66<sup>th</sup> Street, at 3533 (Handicapped Parking Permit 124275)" by striking the above;  
[O2024-0008215]

Amend ordinance which reads: "West 69<sup>th</sup> Place, at 3725 (Handicapped Parking Permit 54374)" by striking the above;  
[O2024-0007893]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

Amend ordinance which reads: "South Monitor Avenue, at 1004 (Handicapped Parking Permit 115151)" by striking the above;  
[O2024-0007972]

*CARDONA*  
(31<sup>st</sup> Ward)

Amend ordinance which reads: "North Kostner Avenue, at 2418 (Handicapped Parking Permit 113321)" by striking the above;  
[O2024-0008327]



Aldersperson

Location And Permit Number

Amend ordinance which reads: "North Luna Avenue, at 2938  
(Handicapped Parking Permit 127008)" by striking the above;  
[O2024-0008291]

Amend ordinance which reads: "West Schubert Avenue, at 4914  
(Handicapped Parking Permit 126391)" by striking the above;  
[O2024-0008294]

*WAGUESPACK*  
(32<sup>nd</sup> Ward)

Repeal Handicapped Parking Permit 96964 at 1440 West  
Fletcher Street;  
[O2024-0008312]

*VILLEGAS*  
(36<sup>th</sup> Ward)

Repeal Handicapped Parking Permit 97554 at 542 North  
Artesian Avenue;  
[O2024-0008106]

Repeal Handicapped Parking Permit 112770 at 2158 North  
Austin Avenue;  
[O2024-0008105]

*GARDINER*  
(45<sup>th</sup> Ward)

Amend ordinance which reads: "North Liano Avenue, at 5259  
(Handicapped Parking Permit 63780)" by striking the above;  
[O2024-0008309]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

Amend ordinance which reads: "West Granville Avenue, at 2344  
(Handicapped Parking Permit 122185)" by striking the above;  
[O2024-0008280]

Amend ordinance which reads: "North Sacramento Avenue, at 6335  
(Handicapped Parking Permit 126457)" by striking the above.  
[O2024-0008209]

*Referred* -- REPEAL OF RESERVED DISABLED PARKING ON PORTION OF N. WOLCOTT AVE.

[O2024-0008447]

Aldersperson Martin (47<sup>th</sup> Ward) presented a proposed ordinance to repeal an ordinance previously passed October 5, 2016, *Journal of the Proceedings of the City Council of the City of Chicago*, page 33883, which reads: "North Wolcott Avenue (east side) from a point 20 feet north of West Cuyler Avenue to a point 20 feet north thereof -- two percent reserved disabled parking -- 6:30 A.M. to 1:00 P.M. -- all days" by striking the above, which was *Referred to the Committee on Pedestrian and Traffic Safety*.



*Referred* -- INSTALLATION OF "NO LEFT TURN" SIGN AT N. LECLAIRE AVE. AND W. BELMONT AVE.

[Or2024-0008157]

Aldersperson Cardona (31<sup>st</sup> Ward) presented a proposed order for the installation of a "No Left Turn" sign on North Leclaire Avenue and West Belmont Avenue, to be in effect 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M., Monday through Friday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.



*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The alderpersons named below presented proposed ordinances for the amendment of previously passed ordinances which 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

LA SPATA  
(1<sup>st</sup> Ward)

Repeal Residential Permit Parking Zone 342 at 1836 -- 1858 North Western Avenue (even side);

[O2024-0008245]

Aldersperson                      Location And Permit Number

**SIGCHO-LOPEZ**

(25<sup>th</sup> Ward)

Amend Residential Permit Parking Zone 2389 which reads: "We hereby recommend establishing Residential Permit Parking Zone Number 2389 at the addresses on the west side of South Peoria Street, from 1822 -- 1830 South Peoria Street, at all times" by striking: "from 1822 -- 1830 South Peoria Street" and inserting: "from West 18<sup>th</sup> Place to West 19<sup>th</sup> Street" in lieu thereof;

[O2024-0008326]

**BURNETT**

(27<sup>th</sup> Ward)

Amend Residential Permit Parking Zone 863 which reads: "1100 block of West Ohio Street, between North May Street and North Racine Avenue -- at all times -- all days" by adding: "1154 and 1156 West Ohio Street";

[O2024-0008441]

**CRUZ**

(30<sup>th</sup> Ward)

Amend Residential Permit Parking Zone 2370 which reads: "West Wrightwood Avenue (south side) from North Monitor Avenue to North Menard Avenue on West Wrightwood Avenue -- at all times -- all days" by striking the above;

[O2024-0008101]

**VILLEGAS**

(36<sup>th</sup> Ward)

Repeal Residential Permit Parking Zone 2426 at 1500 -- 1539 North Kolin Avenue, between West Grand Avenue and West Le Moyne Street -- at all times -- all days.

[O2024-0008018]

---

*Referred* -- ESTABLISHMENT OF BUFFER ZONE FOR RESIDENTIAL PERMIT PARKING ZONE 102.

[O2024-0008247]

Aldersperson La Spata (1<sup>st</sup> Ward) presented a proposed ordinance to establish a buffer zone for Residential Permit Parking Zone 108 at 1836 to 1858 North Western Avenue (even side), which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred* -- ESTABLISHMENT OF INDUSTRIAL PERMIT PARKING ZONE 60 ON PORTION OF N. PAULINA ST.

[O2024-0008313]

Aldersperson Waguespack (32<sup>nd</sup> Ward) presented a proposed ordinance to establish an Industrial Permit Parking Zone 60 at North Paulina Street (both sides) north of the alley north of West Cortland Street to West Armitage Avenue, to be in effect from 8:00 A.M. to 5:00 P.M., Monday through Friday, which was *Referred to the Committee on Pedestrian and Traffic Safety*.



*Referred* -- INSTALLATION OF ONE-HOUR PARKING LIMITATION SIGNS AT 5458 S. NATOMA AVE.

[O2024-0007908]

Aldersperson Tabares (23<sup>rd</sup> Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of one-hour parking limitation signs at 5458 South Natoma Avenue (west side) from a point 30 feet north of West Archer Avenue to the first alley north thereof, to be in effect from 8:00 A.M. to 10:00 P.M., all days (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety*.



*Referred* -- REPEAL OF PARKING LIMITATION SIGNS.

The alderpersons named below presented proposed ordinances directing the Commissioner of Transportation to remove parking limitation signs of the nature indicated, at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson            Location, Distance And Time

TABARES  
(23<sup>rd</sup> Ward)

Repeal ordinance passed January 24, 2024, *Journal of the Proceedings of the City Council of the City of Chicago*, page 8561, which reads: "6334 West Archer Avenue, from West Archer Avenue north to the first alley -- one-hour parking -- 8:00 A.M. to 10:00 P.M. -- all days" by striking the above;

[O2024-0007906]

Aldersperson                      Location, Distance And Time

**WAGUESPACK**  
(32<sup>nd</sup> Ward)

Repeal two-hour parking/tow-away zone at 1900 block of North Paulina Street.

[O2024-0008339]

---

*Referred --* INSTALLATION OF 20 MILES-PER-HOUR SPEED LIMITATION SIGNS.

Aldersperson Hopkins (2<sup>nd</sup> Ward) presented proposed ordinances for the installation of 20 miles-per-hour speed limitation signs at the locations designated, for the distances specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

West Dickens Avenue, from North Magnolia Avenue to North Clifton Avenue;

[O2024-0007964]

North Magnolia Avenue, from North Clybourn Avenue to West Dickens Avenue.

[O2024-0007963]

---

*Referred --* INSTALLATION OF NO PARKING SIGNS.

The alderspersons named below presented proposed ordinances and order directing the Commissioner of Transportation to give consideration to the installation of no parking signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Aldersperson                      Location And Type Of Sign

**LA SPATA**  
(1<sup>st</sup> Ward)

1300 -- 1599 North Milwaukee Avenue: North Milwaukee Avenue (south/west and north/east sides) from North Paulina Street to North Damen Avenue -- no parking/tow-away zone -- midnight to 5:00 A.M. -- Thursdays to Mondays;

[O2024-0008252]

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10691

Aldersperson

Location And Type Of Sign

*ROBINSON*  
(4<sup>th</sup> Ward)

316 -- 334 South Plymouth Court -- no parking/tow-away zone -- at all times -- all days (public benefit);

[O2024-0008276]

*CURTIS*  
(18<sup>th</sup> Ward)

7858 -- 7850 South Kilpatrick Avenue (west side) -- no parking/tow-away zone -- at all times;

[Or2024-0008224]

*ERVIN*  
(28<sup>th</sup> Ward)

South Leavitt Street (west side) from West Congress Parkway to West Harrison Street -- no parking/tow-away zone except Red Cross donors only;

[O2024-0008289]

*NAPOLITANO*  
(41<sup>st</sup> Ward)

8300 West Bryn Mawr Avenue (north side) from the first driveway east to the first intersection -- no parking of semi-trucks -- at all times -- all days (public benefit);

[O2024-0008438]

*REILLY*  
(42<sup>nd</sup> Ward)

East Hubbard Street (north side) from a point 80 feet west of North Rush Street to a point 20 feet west thereof -- no parking/tow-away zone except Ireland Consulate -- at all times -- all days;

[O2024-0008448]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

West North Shore Avenue (north side) from North Washtenaw Avenue to North Fairfield Avenue -- no parking/tow-away zone except Daniel Boone Elementary School Personnel -- 7:00 A.M. to 4:30 P.M. -- Monday through Friday (school days).

[O2024-0008177]

*Referred --* INSTALLATION OF TRAFFIC WARNING SIGNS.

The alderpersons named below presented proposed ordinances 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>LA SPATA</i> (1 <sup>st</sup> Ward)	North Damen Avenue and West Evergreen Avenue -- "All-Way Stop" sign; [O2024-0008253]
<i>MITCHELL</i> (7 <sup>th</sup> Ward)	East 91 <sup>st</sup> Street and South Phillips Avenue -- "All-Way Stop" sign; [O2024-0008442]
<i>CRUZ</i> (30 <sup>th</sup> Ward)	North Melvina Avenue and West Fletcher Street -- "All-Way Stop" sign; [O2024-0007916]
<i>MITTS</i> (37 <sup>th</sup> Ward)	West Le Moyne Street and North Keating Avenue -- "All-Way Stop" sign. [O2024-0008154]

---

*Referred --* INSTALLATION OF "5-TON WEIGHT LIMITATION" SIGNS ON PORTION OF N. AVONDALE AVE.

[O2024-0007915]

Aldersperson Cruz (30<sup>th</sup> Ward) presented a proposed ordinance directing the Commissioner of Transportation to give consideration to the installation of 5-ton weight limitation signs on North Avondale Avenue, from North Pulaski Road to West Addison Street, to be in effect at all times, on all days, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

## 2. ZONING ORDINANCE AMENDMENTS.

---

### *Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The alderpersons named below presented two 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 LA SPATA (1<sup>st</sup> Ward):*

To classify as a C1-1 Neighborhood Commercial District instead of a C1-5 Neighborhood Commercial District the area shown on Map Number 5-I in the area bounded by:

North Milwaukee Avenue; a line 119 feet southeast of and parallel to West Prindiville Street; a line 121.82 feet southwest of and parallel to North Milwaukee Avenue; a line 75 feet southeast of and parallel to West Prindiville Street; a line 117.93 feet southwest of and parallel to North Milwaukee Avenue; and West Prindiville Street (common address: 2240 North Milwaukee Avenue).

[O2024-0008248]

#### *BY ALDERPERSON FUENTES (26<sup>th</sup> Ward):*

To classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-3 Community Shopping District the area shown on Map Number 5-J in the area bounded by:

the alley next north of and parallel to West Armitage Avenue; a line 74.63 feet west of and parallel to North St. Louis Avenue; West Armitage Avenue; and a line 99.63 feet west of and parallel to North St. Louis Avenue (common address: 3508 West Armitage Avenue).

[O2024-0008314]

---

## 3. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the alderpersons named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:



Presented By

**ALDERPERSON LA SPATA (1st Ward):**

*Referred* -- DESIGNATION OF PORTION OF N. MILWAUKEE AVE. AS LOW-AFFORDABILITY COMMUNITY.

[O2024-0008244]

A proposed ordinance designating the areas of North Milwaukee Avenue, between North California Avenue and West Armitage Avenue, as a Low-Affordability Community, specifically the property index numbers assigned to the common addresses at: 2000 -- 2150, 2156 -- 2174, 2200 -- 2244, 2246 -- 2256, 2274 -- 2294, 2269 -- 2733, 2744 -- 2294, 2269 -- 2733, 2201 -- 2251, 2149 -- 2171, 2101 -- 2139, 2031 -- 2075 and 2001 North Milwaukee Avenue and 2301 -- 2305 North California Avenue, which was *Referred to the Committee on Housing and Real Estate*.

---

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, two proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 2501 West Armitage Avenue; and

[Or2024-0008300]

one sign/signboard at 2056 West Division Street.

[Or2024-0007957]

---

Presented By

**ALDERPERSON LA SPATA (1<sup>st</sup> Ward) And  
ALDERPERSON MARTIN (47<sup>th</sup> Ward):**

*Referred* -- CALL FOR HEARING(S) ON LOWERING CITYWIDE DEFAULT SPEED LIMIT FROM 30 MILES PER HOUR TO 25 MILES PER HOUR.

[R2024-0008391]

A proposed resolution calling on the Committee on Pedestrian and Traffic Safety to hold

a subject matter hearing on lowering the citywide default speed limit from 30 miles per hour to 25 miles per hour, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

---

Presented By

**ALDERPERSON ROBINSON (4<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF VACATION OF AREA BOUNDED BY E. 26<sup>TH</sup> ST, S. LAKE PARK AVE., E. 31<sup>ST</sup> ST. AND S. DR. MARTIN LUTHER KING, JR. DR. TO AUTHORIZE FULL RELEASE OF UTILITY EASEMENTS FOR PEOPLES GAS.

[O2024-0007914]

A proposed ordinance authorizing the amendment of a previously passed vacation of streets and alleys bounded by East 26<sup>th</sup> Street, South Lake Park Avenue, East 31<sup>st</sup> Street, and South Dr. Martin Luther King, Jr. Drive, for the benefit of Michael Reese Hospital, by authorizing the full release of the utility easements that benefit The Peoples Gas, Light and Coke Company, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* RENAMING OF N. COLUMBUS DR., FROM E. GRAND AVE. TO S. JEAN BAPTISTE POINT DU SABLE LAKE SHORE DR. AS "BARACK OBAMA DR."

[O2024-0008399]

Also, a proposed ordinance directing the Commissioner of Transportation to rename North Columbus Drive, from East Grand Avenue to South Jean Baptiste Point du Sable Lake Shore Drive, as "Barack Obama Drive", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON YANCY (5<sup>th</sup> Ward):**

*Referred --* STANDARDIZATION OF PORTION OF S. STONY ISLAND AVE. AS "COLEMAN BROTHERS WAY".

[O2024-0008190]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 6800 south, between South Stony Island Avenue and South Harper Avenue, as "Coleman Brothers Way", which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5700 S. DU SABLE LAKE SHORE DR.

[Or2024-0008243]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 5700 South DuSable Lake Shore Drive, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERPERSON HALL (6<sup>th</sup> Ward):**

*Referred --* STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Three 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:

East 79<sup>th</sup> Street, between South Rhodes Avenue and South St. Lawrence Avenue -- to be known as "Keith O. Tate Memorial Way";

[O2024-0007805]

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10697

East 75<sup>th</sup> Street, between South Prairie Avenue and South Calumet Avenue -- to be known as "Honorary Lem's Bar-B-Q House Way"; and

[O2024-0008173]

South Indiana Avenue, between East 83<sup>rd</sup> Street and East 84<sup>th</sup> Street -- to be known as "Honorary Roland W. Burris Way".

[O2024-0008172]

---

Presented By

**ALDERPERSON MITCHELL (7<sup>th</sup> Ward):**

*Referred* -- DEDICATION OF PUBLIC WAY BY WIDENING PORTION OF S. CRANDON AVE.

[O2024-0008397]

A proposed ordinance authorizing a dedication for public right-of-way of certain properties currently owned by Advocate Health and Hospitals Corporation for the purpose of widening South Crandon Avenue, between East 92<sup>nd</sup> Street and East 92<sup>nd</sup> Place, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON LEE (11<sup>th</sup> Ward):**

*Referred* -- VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY S. CANAL ST., S. ARCHER AVE., S. GROVE ST. AND W. CERMAK RD.

[O2024-0008155]

A proposed ordinance authorizing the vacation of the northerly/southerly 12-foot-wide public alley lying east of and adjoining the easterly line of Lots 47 through 56, lying west of and adjoining the westerly line of Lots 57 through 65 and west of and adjoining the west right-of-way of South Canal Street, all inclusive, in Crane's Subdivision, which was *Referred to the Committee on Transportation and Public Way*.

*Referred* -- EXEMPTION OF 31<sup>ST</sup> AUTO REPAIR FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008311]

Also, a proposed ordinance to exempt 31<sup>st</sup> Auto Repair from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1327 -- 1329 West 31<sup>st</sup> 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 RAMIREZ (12<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-172 OF MUNICIPAL CODE BY DELETING AND ADDING NEW CHAPTER 2-172 ENTITLED "CODIFYING TRANSITIONAL HAVEN REMOVALS" PROHIBITING LENGTH OF STAY LIMITATIONS FOR TRANSITIONAL SHELTERS OPERATED BY CITY OF CHICAGO.

[O2024-0008395]

A proposed ordinance to amend Title 2, Chapter 172 of the Municipal Code of Chicago by deleting it in its entirety and replacing it with a new Chapter 2-172 entitled "Codifying Transitional Haven Removals" which would prohibit the City of Chicago from imposing limits on the length of time an individual or family may reside in transitional shelters or emergency congregate housing operated by the City of Chicago so long as such individual or family continues to meet any applicable eligibility requirements, which was *Referred to the Committee on Immigrant and Refugee Rights*.

---

Presented By

**ALDERPERSON CURTIS (18<sup>th</sup> Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF S. KOLMAR AVE. AS "HONORARY OFFICER JAMES 'JIMBO' SVEC".

[O2024-0008242]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Kolmar Avenue, between West 79<sup>th</sup> Street and

West 77<sup>th</sup> Place, as "Honorary Officer James 'Jimbo' Svec", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON TAYLOR (20<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF JOHN HAMLIN ELEMENTARY SCHOOL FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008432]

A proposed ordinance to exempt John Hamline Elementary School (Chicago Public Schools/Board of Education) from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4747 South Bishop 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 MOSLEY (21<sup>st</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 21.122 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF S. HALSTED ST.

[O2024-0008388]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 21.122 which restricted the issuance of additional alcoholic liquor licenses on South Halsted Street, from West 89<sup>th</sup> Street to West 91<sup>st</sup> Street, which was *Referred to the Committee on License and Consumer Protection*.

Presented By

**ALDERPERSON SCOTT (24<sup>th</sup> Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF S. CENTRAL PARK AVE. AS "HONORARY PASTOR JIMMIE EARL STOREY WAY".

[O2024-0008377]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the east side of South Central Park Avenue, between South Central Park Avenue and West Grenshaw Street, as "Honorary Pastor Jimmie Earl Storey Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON SIGCHO-LOPEZ (25<sup>th</sup> Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF S. THROOP ST. AS "DAVID 'BOOGIE' GONZALEZ WAY".

[O2024-0008328]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Throop Street, from West 18<sup>th</sup> Street to West 19<sup>th</sup> Street, as "David 'Boogie' Gonzalez Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON FUENTES (26<sup>th</sup> Ward):**

*Referred* -- EXPRESSION OF SUPPORT FOR PEOPLE OF PUERTO RICO FOR RIGHT TO SELF-DETERMINATION AND OPPOSITION TO PUERTO RICO STATUS ACT.

[R2024-0008389]

A proposed resolution expressing support for the right of the people of Puerto Rico to self-determination in a democratic and inclusive manner to decide their future through

a convention of elected representatives and expressing opposition to the Puerto Rico Status Act due to concerns over its inadequacy in facilitating a fair and democratic process given the lack of critical information over status definitions, the controlling language of government operations, transitions, taxes, Puerto Rico's separate Olympic representation, citizenship and other key matters, which was *Referred to the Committee on Health and Human Relations*.

---

*Referred --* EXEMPTION OF PRIMECARE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008188]

Also, a proposed ordinance to exempt PrimeCare from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1640 -- 1656 North Pulaski Road and 4001 -- 4011 West Wabansia Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON BURNETT (27<sup>th</sup> Ward):**

*Referred --* VACATION AND DEDICATION OF PUBLIC WAY BOUNDED BY W. NORTH AVE., N. ELSTON AVE., W. LEMOYNE ST. AND N. NOBLE ST.

[O2024-0008156]

A proposed ordinance authorizing the dedication of that part of Lot 7 in Block 31 in Elston's Addition to Chicago and vacation of that part of the north/southerly 20-foot-wide public alley lying east of and adjoining Lots 1 through 6 and that part of Lot 7 and west of and adjoining Lots 16 through 21, all in Block 31 in Elston's Addition to Chicago for the inclusion in a new commercial development, which was *Referred to the Committee on Transportation and Public Way*.



*Referred* -- EXEMPTION OF RED TOP PARKING, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008434]

Also, a proposed ordinance to exempt Red Top Parking, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1701 -- 1713 West Warren Boulevard, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 800 N. KEDZIE AVE.  
[Or2024-0008390]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 800 North Kedzie Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERPERSON ERVIN (28<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF GONZALEZ TIRE SHOP LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008297]

A proposed ordinance to exempt Gonzalez Tire Shop LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4815 West Lake Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

*Referred* -- STANDARDIZATION OF PORTION OF S. DESPLAINES ST. AS "HARRY J. FISHMAN WAY".

[O2024-0008293]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Desplaines Street, between West Taylor Street and West Roosevelt Road, as "Harry J. Fishman Way", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON TALIAFERRO (29<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF ONCE OVER CAR CARE LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008058]

A proposed ordinance to exempt Once Over Car Care LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 7517 West Belmont Avenue, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- STANDARDIZATION OF PORTION OF W. GLADYS AVE. AS "SAMUEL JULIAN LAY WAY".

[O2024-0008335]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Gladys Avenue, between South Lavergne Avenue and South Leamington Avenue, as "Samuel Julian Lay Way", which was *Referred to the Committee on Transportation and Public Way*.

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5550 W. MADISON ST.

[Or2024-0008225]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 5550 West Madison Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERPERSON CRUZ (30<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF GRAVITY TIRES LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008184]

A proposed ordinance to exempt Gravity Tires LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4333 -- 4337 West Addison Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2949 W. IRVING PARK RD.

[Or2024-0007816]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 2949 West Irving Park Road, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERPERSON CONWAY (34<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 42.324 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. WABASH AVE. AND E. MADISON ST.

[O2024-0008329]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 42.324 which restricted the issuance of additional package goods licenses on North Wabash Avenue (west side) from East Washington Street to East Madison Street, and on East Madison Street (north side) from North Wabash Avenue to North State Street, which was *Referred to the Committee on License and Consumer Protection*.

---

*Referred* -- VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY W. LAKE ST., N. CLINTON ST., W. RANDOLPH ST. AND N. JEFFERSON ST.

[O2024-0008282]

Also, a proposed ordinance authorizing the vacation of that part of the east/west 10-foot-wide public alley lying south of and adjoining Lots 1 through 6, and lying north of and adjoining that part of Lot 8, all inclusive, in the subdivision of Lots 1 and 4 in Block 27 Original Town of Chicago in south part of Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, for use as parking for 168 N. Clinton LLC, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS REGARDING PERMIT SPECIFICATIONS AND LOCATION RESTRICTIONS FOR CANNABIS BUSINESS ESTABLISHMENTS.

[O2024-0008398]

Also, a proposed ordinance to amend Title 17 of the Municipal Code of Chicago by modifying Sections 17-3-0207, 17-4-0207 and 17-5-0207 to require that cannabis business

establishments permitted in a certain area be reviewed and approved in accordance with Type 1 Zoning Map Amendment procedures as opposed to special use procedures; by modifying Section 17-9-0129 to require that cannabis business establishments to be located within the area bounded by West Division Street, Lake Michigan, West Roosevelt Road and North Halsted Street be reviewed and approved in accordance with Type 1 Zoning Map Amendment procedures or planned development procedures as opposed to special use procedures; by requiring cannabis business establishment Type 1 or planned development application to be processed in compliance with State of Illinois Cannabis Regulation and Tax Act; and further, by requiring applicants for cannabis business establishment Type 1 zoning map amendment or planned development review and approval to hold at least one community meeting in the ward in which the establishment is proposed to be located in order to receive comment no later than two weeks prior to the date of public hearing before the Committee on Zoning, Landmarks and Building Standards or Chicago Plan Commission, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

---

Presented By

**ALDERPERSON RAMIREZ-ROSA (35<sup>th</sup> Ward):**

*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2859 N. MILWAUKEE AVE.

[Or2024-0008404]

A proposed order for the issuance of a permit to install a sign/signboard at 2859 North Milwaukee Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards.*

---

Presented By

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY MODIFYING SECTIONS 4-60-010 AND 4-60-021 REGARDING LICENSE REQUIREMENT FOR RETAIL CLOTHING STORES SERVING ALCOHOL TO PATRONS.

[O2024-0008200]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by modifying Sections 4-60-010 and 4-60-021 to requiring incidental activity liquor license for

retail clothing stores serving alcohol to their patrons for consumption on the premises between the hours of 11:00 A.M. and 9:00 P.M., which was *Referred to the Committee on License and Consumer Protection*.

---

Presented By

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward) And  
ALDERPERSON BURNETT (27<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-92 OF MUNICIPAL CODE BY MODIFYING SECTIONS 2-92-070 AND 2-92-090 AND BY ADDING NEW SECTION 2-92-100 ESTABLISHING ANNUAL AUDIT OF ALL CONTRACTS SUBJECT TO CITY'S CERTIFICATION ELIGIBLE BUSINESS PARTICIPATION PROGRAMS.

[O2024-0008402]

A proposed ordinance to amend Title 2, Chapter 92 of the Municipal Code of Chicago by modifying Section 2-92-070 defining "key performance indicators"; by modifying Section 2-92-090 requiring the Contracting Equity Officer to provide annual training on 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, upon request, members of City Council; and further, by adding new Section 2-92-100 requiring the Office of Contracting Equity to conduct annual audits of all contracts subject to the City's certification eligible business participation programs and all other contracts, redevelopment agreements, or other agreements that contain voluntary commitments to utilize certification eligible businesses, which was *Referred to the Committee on Contracting Oversight and Equity*.

---

Presented By

**ALDERPERSON VILLEGAS (36<sup>th</sup> Ward)  
And OTHERS:**

*Referred* -- AMENDMENT OF CHAPTER 2-68 OF MUNICIPAL CODE BY ADDING NEW SECTION 2-68-050 REQUIRING CITY DATA TO BE PROCESSED, STORED, TRANSMITTED AND DISPOSED OF WITHIN JURISDICTION OF UNITED STATES.

[O2024-0008201]

A proposed ordinance, presented by Alderpersons Villegas, 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, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden and Silverstein, to amend Title 2, Chapter 68 of the Municipal Code of Chicago by adding new Section 2-68-050 to require that the storage of any City data, including any City data that has been shared with a third-party, to be processed, stored, transmitted, and disposed of within the jurisdiction of the United States, and that City data, systems and services will not be accessible from outside of the United States, which was *Referred to the Committee on Economic, Capital and Technology Development*.

---

Presented By

**ALDERPERSON MITTS (37<sup>th</sup> Ward):**

*Referred --* EXPRESSION OF SUPPORT FOR MINORITY- AND WOMEN-OWNED PROCUREMENT PROGRAMS AND CALL ON U.S. CONGRESS TO PROTECT U.S. DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE PROGRAM.

[R2024-0008330]

A proposed resolution expressing support for Minority- and Women-Owned Procurement Programs including the utilization of small, diverse and veteran-owned firms and calling on the United States Congress to take immediate action to protect the United States Department of Transportation's Minority/Women/Disadvantaged Business Enterprise Programs, which was *Referred to the Committee on Contracting Oversight and Equity*.

---

Presented By

**ALDERPERSON SPOSATO (38<sup>th</sup> 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

3/20/2024

NEW BUSINESS PRESENTED BY ALDERPERSONS

10709

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:

Explora Learning Center -- 5859 West Irving Park Road; and

[O2024-0008202]

M&M Auto Clinic, doing business as Frank's Auto Repair -- 7347 West Irving Park Road.

[O2024-0008205]

---

Presented By

**ALDERPERSON NUGENT (39<sup>th</sup> Ward):**

*Referred* -- TRANSFER OF YEAR 2024 FUNDS WITHIN 39<sup>TH</sup> WARD WAGE ALLOWANCE ACCOUNT.

[O2024-0008163]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2024 funds within the 0017 Wage Allowance Account for the 39<sup>th</sup> Ward to meet the necessary obligations that have been or may be incurred during Year 2024, which was *Referred to the Committee on the Budget and Government Operations*.

---

Presented By

**ALDERPERSON VASQUEZ (40<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-172 OF MUNICIPAL CODE BY DELETING AND ADDING NEW CHAPTER 2-172 ENTITLED "PREVENT SHELTER EVICTIONS" PROHIBITING LENGTH OF STAY LIMITATIONS FOR TRANSITIONAL SHELTERS OPERATED BY CITY OF CHICAGO.

[O2024-0008392]

A proposed ordinance to amend Title 2, Chapter 172 of the Municipal Code of Chicago by deleting it in its entirety and replacing it with a new Chapter 2-172 entitled "Prevent Shelter Evictions" which shall prohibit the City of Chicago from imposing limits on the length of time



an individual or family may reside in transitional shelters or emergency congregate housing operated by the City of Chicago as long as such individual or family continues to meet any applicable eligibility requirements, which was *Referred to the Committee on Immigrant and Refugee Rights*.

---

*Referred --* AMENDMENT OF CHAPTER 2-172 OF MUNICIPAL CODE BY DELETING AND ADDING NEW CHAPTER 2-172 ENTITLED "TRANSITIONAL HAVEN GUIDELINES" PROHIBITING LENGTH OF STAY LIMITATIONS FOR TRANSITIONAL SHELTERS OPERATED BY CITY OF CHICAGO.

[O2024-0008394]

Also, a proposed ordinance to amend Title 2, Chapter 172 of the Municipal Code of Chicago by deleting it in its entirety and replacing it with a new Chapter 2-172 entitled "Transitional Haven Guidelines" which would prohibit the City of Chicago from imposing limits on the length of time an individual or family may reside in transitional shelters or emergency congregate housing operated by the City of Chicago as long as such individual or family continues to meet any applicable eligibility requirements, which was *Referred to the Committee on Immigrant and Refugee Rights*.

---

*Referred --* CALL FOR HEARING(S) TO EXPLORE BARRIERS TO HOUSING FOR IMMIGRANT AND REFUGEE COMMUNITIES IN CHICAGO.

[R2024-0008385]

Also, a proposed resolution calling for subject matter hearing to provide insights and recommendation to explore the barriers to housing faced by new and long-standing immigrant and refugee communities in Chicago, which was *Referred to the Committee on Immigrant and Refugee Rights*.

---

*Referred --* DEPARTMENT OF FAMILY AND SUPPORT SERVICES DIRECTED TO PROVIDE CITY COUNCIL DAILY REPORT OF TOTAL NEW ARRIVALS AND ASYLUM SEEKERS TO BE EVICTED FROM SHELTERS OPERATED BY CITY OF CHICAGO.

[O2024-0008386]

Also, a proposed ordinance directing the Department of Family and Support Services to deliver to the City Council a daily report of the total number of New Arrivals and

Asylum Seekers scheduled to be evicted or removed from any shelter operated by the City, by any delegate agency of a City department or by any entity receiving funds provided by the City and that such report shall include anonymized data of individuals scheduled to be evicted or removed detailing: gender; age; eligibility for Temporary Protected Status; eligibility for Asylum Seeker Emergency Rental Assistance Program; amount of time in the shelter system; number and type of grievances filed; exceptions requested and granted; shelter name; and date of eviction, which was *Referred to the Committee on Immigrant and Refugee Rights*.

---

*Referred --* AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 40.4(b) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. LINCOLN AVE.

[O2024-0008446]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 40.4(b) which restricted the issuance of additional alcoholic liquor licenses on the east side of North Lincoln Avenue, from West Winnemac Avenue to West Foster Avenue, which was *Referred to the Committee on License and Consumer Protection*.

---

Presented By

**ALDERPERSON VASQUEZ (40<sup>th</sup> Ward) And  
ALDERPERSON TAYLOR (20<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 2-8-090 OF MUNICIPAL CODE BY REQUIRING COMMITTEE ON EDUCATION AND CHILD DEVELOPMENT TO HOLD QUARTERLY HEARINGS REGARDING OPERATION AND PERFORMANCE OF CHICAGO PUBLIC SCHOOLS.

[O2024-0008387]

A proposed ordinance to amend Title 2, Chapter 8, Section 090 of the Municipal Code of Chicago by directing the Committee on Education and Child Development to hold at least one hearing each quarter regarding the operations and performance of Chicago Public Schools; and further, prohibiting the introduction of or recommendation for any intergovernmental

agreement with Chicago Public Schools by any member of the City Council or City Council Committee if the chief executive officer, president of Board of Education, and other officials do not participate in any scheduled hearing, which was *Referred to the Committee on Education and Child Development*.

---

Presented By

**ALDERPERSON NAPOLITANO (41<sup>st</sup> Ward):**

*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS at 8101 W. HIGGINS RD.

Three proposed orders for the issuance of permits to install signs/signboards at 8101 West Higgins Road, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

- one sign/signboard for Permit Number 101045715; [Or2024-0008382]
- one sign/signboard for Permit Number 101045716; and [Or2024-0008381]
- one sign/signboard for Permit Number 101045717. [Or2024-0008380]

---

Presented By

**ALDERPERSON REILLY (42<sup>nd</sup> Ward):**

*Referred --* AMENDMENT OF CHAPTER 9-110 OF MUNICIPAL CODE BY MODIFYING SECTIONS 9-110-090 AND 9-110-190 REGARDING PEDICAB LICENSE DECAL REQUIREMENTS AND VIOLATION PENALTIES.

[O2024-0008400]

A proposed ordinance to amend Title 9, Chapter 110 of the Municipal Code of Chicago by modifying Section 9-110-090 requiring pedicab license decals to be displayed

above the metal plate on the backside of the passenger carriage in a conspicuous place and visible manner, unobstructed by spare tires and advertisements; and by modifying Section 9-110-190 imposing a fine of not less than \$1,000.00 and not more than \$5,000.00 for any violation of this requirement, which was *Referred to the Committee on License and Consumer Protection*.

---

*Referred --* AMENDMENT OF CHAPTER 10-28 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND DELETING SECTION 10-28-781 TO DISCONTINUE MULTIPLE NEWSRACK PROGRAM.

[O2024-0008403]

Also, a proposed ordinance to amend Title 10, Chapter 28 of the Municipal Code of Chicago by modifying Sections 10-28-750, 10-28-760, 10-28-765, 10-28-770, 10-28-775, 10-28-785 and 10-28-790 to discontinue multiple newsrack program; and by deleting Section 10-28-781 entitled "Multiple Newsrack Area" in its entirety, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 51 E. OAK ST.

Also, three proposed orders for the issuance of permits to install signs/signboards at 51 East Oak Street, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard for Permit Number 101044434;

[Or2024-0008405]

one sign/signboard for Permit Number 101044435; and

[Or2024-0008406]

one sign/signboard for Permit Number 101044436.

[Or2024-0008407]

Presented By

**ALDERPERSON KNUDSEN (43<sup>rd</sup> Ward):**

*Referred* -- STANDARDIZATION OF PORTION OF W. LILL AVE. AS "RICHARD HUNT PLACE".

[O2024-0008379]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of West Lill Avenue, from North Sheffield Avenue to North Racine Avenue, as "Richard Hunt Place", which was *Referred to the Committee on Transportation and Public Way*.

---

Presented By

**ALDERPERSON LAWSON (44<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF WRIGLEYVILLE PARKING, INC. (LOUKAS COMPANY) FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008435]

A proposed ordinance to exempt Wrigleyville Parking, Inc. (Loukas Company) from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1128 West Eddy Street, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- AMENDMENT OF CHAPTER 17-12 OF MUNICIPAL CODE BY ADDING NEW SECTION 17-12-1105 ENTITLED "WRIGLEY FIELD ADJACENT SPECIAL SIGN DISTRICT" ESTABLISHING BOUNDARIES AND REGULATIONS FOR SIGNS.

[O2024-0008401]

Also, a proposed ordinance to amend Title 17, Chapter 12 of the Municipal Code of Chicago by adding new Section 17-12-1105 entitled "Wrigley Field Adjacent Special Sign District"

which establishes regulations and standards that apply to signs within the Wrigley Field Adjacent Area as follows: area of sign shall not exceed 775 square feet; prohibiting banners, flashing and dynamic signs, motion signs, noise emitting signs, wall or painted wall signs, projecting signs, box or cabinet signs, awnings, show windows and freestanding signs; allowance of a roof sign on West Waveland Avenue and on North Sheffield Avenue on Team buildings; and permitting off-premises signs, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

*Referred --* AMENDMENT OF SECTION 17-13-1000 OF MUNICIPAL CODE REGARDING PERMIT APPLICATION APPROVALS AND EXEMPTIONS FOR CONVERSION OF CERTAIN BUILDINGS FROM COMMERCIAL TO RESIDENTIAL.  
[O2024-0008277]

Also, a proposed ordinance to amend Title 17, Chapter 13, Section 1000 of the Municipal Code of Chicago regarding building permit application for the conversion of an occupied or vacant commercial establishment into a residential dwelling unit, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERPERSON GARDINER (45<sup>th</sup> Ward):**

*Referred --* APPROVAL OF PLAT OF THE MILWAUKEE AT AUSTIN RESUBDIVISION  
[O2024-0008375]

A proposed ordinance directing the Commissioner of Transportation or the Commissioner's designee to authorize and approve the proposed The Milwaukee at Austin Resubdivision in the block bounded by North Milwaukee Avenue, North Medina Avenue and North Austin Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERPERSON MARTIN (47<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF 2414 -- 2418 W. IRVING PARK RD. LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2024-0008433]

A proposed ordinance to exempt 2414 -- 2418 West Irving Park Road LLC from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2414 -- 2418 West Irving Park Road, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

---

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4010 N. WESTERN AVE.

[Or2024-0008384]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 4010 North Western Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

---

Presented By

**ALDERPERSON MANAA-HOPPENWORTH (48<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-172 OF MUNICIPAL CODE BY DELETING AND ADDING NEW CHAPTER 2-172 ENTITLED "CLARIFYING HAVEN TIME LIMITS" PROHIBITING LENGTH OF STAY LIMITATIONS FOR TRANSITIONAL SHELTERS OPERATED BY CITY OF CHICAGO.

[O2024-0008393]

A proposed ordinance to amend Title 2, Chapter 172 of the Municipal Code of Chicago by deleting it in its entirety and replacing it with a new Chapter 2-172 entitled "Clarifying Haven Time Limits" which would prohibit the City of Chicago from imposing limits on the length of time an individual or family may reside in transitional shelters or emergency congregate housing operated by the City of Chicago as long as such individual or family continues to meet any applicable eligibility requirements, which was *Referred to a Joint Committee comprised of the members of the Committee on Immigrant and Refugee Rights and the members of the Committee on Housing and Real Estate*.

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.24 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. CLARK ST.

[O2024-0008227]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 48.24 which restricted the issuance of additional alcoholic liquor licenses on the east side of North Clark Street, from West Bryn Mawr Avenue to West Balmoral Avenue, which was *Referred to the Committee on License and Consumer Protection*.

---

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.4 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF W. BERWYN AVE. AND W. FOSTER AVE.

[O2024-0008331]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 48.4 which restricted the issuance of additional package goods licenses on West Berwyn Avenue, from North Kenmore Avenue to North Racine Avenue, and on West Foster Avenue, from North Winthrop Avenue to North Magnolia Avenue, which was *Referred to the Committee on License and Consumer Protection*.

---

*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, four proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 5227 North Broadway for Permit Number 101043818;  
[Or2024-0008333]

one sign/signboard at 5227 North Broadway for Permit Number 101043819;  
[Or2024-0007979]

one sign/signboard at 5237 North Broadway for Permit Number 101046033; and  
[Or2024-0008319]

one sign/signboard at 5937 North Broadway for Permit Number 101044609.  
[Or2024-0008383]



**APPROVAL OF JOURNAL OF PROCEEDINGS.**

---

**JOURNAL (February 15, 2024)  
(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, February 15, 2024 at 11:30 A.M., signed by her as such City Clerk.

Aldersperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

**JOURNAL (February 21, 2024)  
(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, February 21, 2024 at 10:00 A.M., signed by her as such City Clerk.

Aldersperson Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

---

**UNFINISHED BUSINESS.**

**EXECUTION OF REDEVELOPMENT AGREEMENT WITH AND PROVISION OF TAX INCREMENT FINANCING FUNDS TO E.G. WOODE L3C FOR RENOVATION AND LEASE OF SPACES TO FOOD SERVICE PROVIDERS AT 1022 W. 53<sup>RD</sup> ST.  
[O2023-0004406]**

On motion of Aldersperson Mitchell, the City Council took up for consideration the report of the Committee on Finance, deferred and ordered published in the *Journal of the Proceedings of the City Council of the City of Chicago* of October 4, 2023, page 3520, recommending that

the City Council pass the proposed ordinance printed on pages 3521 through 3559 concerning a redevelopment agreement with E.G. Woode L3C providing tax increment financing (TIF) funds for the renovation and lease of spaces to food service providers at 1022 West 63<sup>rd</sup> Street, located in the 16<sup>th</sup> Ward.

On motion of Alderperson Dowell, the said 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, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

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

The following is said ordinance as passed:

WHEREAS, Pursuant to ordinances adopted by the City Council (the "City Council") of the City of Chicago (the "City"), published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date identified on Exhibit A attached hereto, and under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4.1, et seq., as amended (the "Act"), the City Council: (i) approved and adopted a redevelopment plan and project (the "Plan") for a portion of the City identified on Exhibit A (the "Redevelopment Area"); (ii) designated the Redevelopment Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment allocation financing for the Redevelopment Area (items (i) -- (iii), each as amended from time to time, collectively the "TIF Ordinance"); and

WHEREAS, The Department of Planning and Development ("DPD") desires to make a grant (the "Grant") to the Developer named in Exhibit A (the "Grantee") for the purpose of wholly or partially funding certain costs (the "TIF-Funded Improvements") of the Project described in Exhibit A (the "Project"), in the amount and under the terms and conditions set forth in Exhibit A; and

WHEREAS, A budget for the Project and a description of the TIF-Funded Improvements are each incorporated into Exhibit A; and

WHEREAS, The Project lies wholly within the boundaries of the Redevelopment Area; and

WHEREAS, The Grantee will be obligated to undertake the Project in accordance with the Plan and the terms and conditions set forth in Exhibit A, with the Project to be financed in part by a Grant consisting of certain incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Redevelopment Area (as defined in the TIF Ordinance) pursuant to Section 5/11-74.4-8(b) of the Act; and

WHEREAS, Pursuant to Resolution 22-CDC-50 adopted by the Community Development Commission of the City (the "Commission") on September 13, 2022, the Commission has recommended that the Grantee and/or its affiliated entities be designated as the developer for the Project and that DPD be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Grantee for the Project; now, therefore,

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

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

SECTION 2. The Grantee is hereby collectively designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 3. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the City's Corporation Counsel, to negotiate, execute and deliver a redevelopment agreement with the Grantee and to execute such agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Grant. The execution of such agreements and instruments and the performance of such acts shall be conclusive evidence of such approval. The Authorized Officer is hereby authorized, subject to the approval of the Corporation Counsel, to negotiate any and all terms and provisions in connection with the Grant which do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

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

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

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

*Exhibit "A".*  
(To Ordinance)

*E.G. Woode Redevelopment Agreement.*

This E.G. Woode Redevelopment Agreement (this "Agreement") is made as of the Agreement Date by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Developer. Capitalized terms not otherwise defined herein shall have the meaning given in the table headed "Project Information" or in Section 2, as applicable.

**TABLE OF CONTENTS**

Project Information	Section 10 Indemnification
Signature Page	Section 11 Default and Remedies
Section 1 Recitals	Section 12 Mortgaging of the Project
Section 2 Definitions	Section 13 General Provisions
Section 3 The Project	Exhibit A Legal Description of the Property
Section 4 Project Financing	Exhibit B Project Budgets (Project, M/WBE, TIF Eligible)
Section 5 Conditions Precedent	Exhibit C Insurance Requirements
Section 6 Completion of Construction or Rehabilitation	Exhibit D Requisition Form
Section 7 Covenants/Representations/Warranties of Developer	Exhibit E Annual Compliance Report
Section 8 Maintaining Records and Right to Inspect	Exhibit F Construction Compliance
Section 9 Environmental Matters	Exhibit G Escrow Agreement, if applicable

**PROJECT INFORMATION**

<b>Term (Agreement Section where first used)</b>	<b>Definition</b>										
Agreement Date (preamble)	____, 2023										
Developer (preamble)	E.G. Woode, L3C, an Illinois limited liability company										
Project (Recitals)	The proposed project is for renovation of a 2,990 square foot vacant two-story building located at 1022 W. 63 <sup>rd</sup> Street, Chicago, Illinois into three retail spaces on the ground floor and two offices on the second floor. The retail space will be subsequently leased to food services providers.										
Ordinance Date (Recitals)	____, 2023										
TIF Area (Recitals)	Englewood Neighborhood Redevelopment Project Area										
Commencement Date (3.01)											
Completion Date (3.01)											
Estimated Project Cost (4.01)	\$7,139,665										
City Grant (4.02)	\$5,000,000										
Funding Sources (4.01)	<table border="1"> <thead> <tr> <th><b>Funding Source</b></th> <th><b>Amount</b></th> </tr> </thead> <tbody> <tr> <td>Equity</td> <td>\$90,000</td> </tr> <tr> <td>Lender Financing</td> <td>\$2,049,665</td> </tr> <tr> <td>City Grant</td> <td>\$5,000,000</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$7,139,665</b></td> </tr> </tbody> </table>	<b>Funding Source</b>	<b>Amount</b>	Equity	\$90,000	Lender Financing	\$2,049,665	City Grant	\$5,000,000	<b>TOTAL</b>	<b>\$7,139,665</b>
<b>Funding Source</b>	<b>Amount</b>										
Equity	\$90,000										
Lender Financing	\$2,049,665										
City Grant	\$5,000,000										
<b>TOTAL</b>	<b>\$7,139,665</b>										
Trade Names (5.05)	Not applicable										
Certificate Deadline (6.05)	August 2, 2025										
Permitted Liens (12)	[TITLE OF MORTGAGE] in favor of [LENDER NAME] dated as of [DATE OF MORTGAGE] and filed on [FILING DATE] with the Recorder's Office of Cook County as document number [DOCUMENT NUMBER]; and those matters set forth as Schedule B title exceptions in the Title Policy, but only so long as										

	applicable title endorsements issued in conjunction therewith on the date hereof, if any, continue to remain in full force and effect
Notice Addresses (13.14)	<p><b><u>If to the Developer:</u></b> E.G. Woode, L3C 1122 W 63<sup>rd</sup> St. Chicago, IL 60621 <u>Attention:</u> Deon Lucas</p> <p>with a copy to</p> <p>Prim Lawrence Group 332 S Michigan Ave Chicago, IL 60604 <u>Attention:</u> Teresa Prim</p> <p>And</p> <p>Applegate Thorne-Thomsen P.C 425 S. Financial Place, Suite 1900 Chicago, Illinois 60605 <u>Attention:</u> Nicholas Brunick</p> <p><b><u>If to the City:</u></b> City of Chicago, Department of Planning and Development 121 North LaSalle Street, Room 1000 Chicago, Illinois 60602 <u>Attention:</u> Commissioner</p> <p>with a copy to</p> <p>City of Chicago, Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 <u>Attention:</u> Finance and Economic Development Division</p>

**Signature page to Redevelopment Agreement**

IN WITNESS WHEREOF, the parties hereto have caused this Redevelopment Agreement to be executed on or as of the Agreement Date.

E.G. Woode, L3C, an Illinois limited liability company

By: \_\_\_\_\_

Name:

Title:

CITY OF CHICAGO

By: \_\_\_\_\_

\_\_\_\_\_, Commissioner  
Department of Planning and Development

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the manager of E.G. Woode, L3C, an Illinois limited liability company ("Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by Developer, as his/her free and voluntary act and as the free and voluntary act of Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_



## SECTION 1. RECITALS

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

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

C. City Council Authority. On the Ordinance Date, the City Council of the City (the "City Council") adopted an ordinance authorizing the Commissioner of DPD to enter into this Agreement to fund a portion of the costs of the Project.

D. TIF Area. The Project is located in the TIF Area. Under ordinances adopted on June 27, 2001 and published in the Journal of Proceedings of the City Council of the City for such date, the City Council: (i) approved a redevelopment plan and project (the "Redevelopment Plan") for the TIF Area; (ii) designated the TIF Area as a "redevelopment project area" within the requirements of the TIF Act; and (iii) adopted tax increment financing for the TIF Area. [Items(i)-(iii) were amended by ordinance(s) adopted on November 13, 2013 (the "Amendment")]. Items (i)-(iii) above, as amended by the Amendment, are collectively referred to herein as the "TIF Ordinances".

E. City Funds. The City agrees to use, in the amounts set forth in Section 4.02 and if applicable, Section 4.05 hereof, Incremental Taxes (as defined below) ("City Funds") to pay for or reimburse the Developer for the costs of TIF-Funded Improvements (as defined below) pursuant to the terms and conditions of this Agreement.

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

## SECTION 2. DEFINITIONS

For purposes of this Agreement, in addition to the terms defined in the table headed "Project Information", the following terms shall have the meanings set forth below:

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

"Annual Compliance Report" shall mean a signed report from Developer to the City in substantially the form attached as Exhibit E to this Agreement.

"Certificate" shall mean the Certificate of Completion of Construction or Rehabilitation.

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

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

"City Grant" shall mean the amount set forth in the Project Information hereto.

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

"Compliance Period" shall mean that period beginning on the date of the issuance of the Certificate until the third anniversary of such date.

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

"EDS" shall mean the City's Economic Disclosure Statement and Affidavit, on the City's then-current form.

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

"Equity" shall mean funds of Developer (other than funds derived from Lender Financing) irrevocably available for the Project, in the amount set forth in the Funding Sources.

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

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

"Event of Default" shall have the meaning set forth in Section 11 hereof.

"Final Project Cost" shall mean the total actual cost of the construction of the Project, as certified to and acceptable to DPD under Section 6.01 hereof.

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

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

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

"Jobs Covenant" shall have the meaning set forth in Section 7.06 hereof.

"Lender Financing" shall mean funds borrowed by Developer from lenders and irrevocably available to pay for Costs of the Project, in the amounts set forth in the Funding Sources.

"Local Hiring", if applicable, shall mean hiring no less than two employees that satisfy the conditions set forth in Section 4.05(a).

"Local Residency" if applicable, shall mean (a) if the Developer is an individual, the Developer maintains their primary residence in a Qualified Investment Area, and (b) if the Developer is a legal entity, the individuals who collectively own, directly or indirectly, a majority of the ownership interests in the Developer each maintain their primary residence in a Qualified Investment Area.

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

"MBE/WBE Budget" shall mean the budget attached hereto as Exhibit B.

"MBE/WBE Program" shall have the meaning set forth in Exhibit F hereof.

"Municipal Code" shall have the meaning set forth in the Recitals.

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

"Occupancy Covenant" shall have the meaning set forth in Section 7.05 hereof.

"Operations Covenant" shall have the meaning set forth in Section 7.04 hereof.

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

"Project Budget" shall mean the budget attached hereto as Exhibit B, showing the total cost of the Project by line item, furnished by Developer to DPD, in accordance with Section 4.01 hereof.

"Property" shall mean the real property described on Exhibit A.

"Qualified Investment Area" shall have the meaning given such term in Chapter 16-14 of the Municipal Code.

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

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

"Requisition Form" shall mean the document, in the form attached hereto as Exhibit D, to be delivered by Developer to DPD pursuant to Section 4.06 of this Agreement.

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

"Site Remediation Program" shall mean the program for the environmental remediation of the Property undertaken by the Developer and overseen by the IEPA, upon completion of which (to the satisfaction of the IEPA) the IEPA shall issue an NFR Letter with respect to the Property to the Developer.

"Survey" shall mean a plat of survey in the most recently revised form of ALTA/NSPS land title survey of the Property, meeting the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, effective February 23, 2021, dated within 75 days prior to the Closing Date, acceptable in form and content to the City and the Title Company, prepared by a surveyor registered in the State of Illinois, certified to the City and the Title Company, and

indicating whether the Property is in a flood hazard area as identified by the United States Federal Emergency Management Agency (and updates thereof to reflect improvements to the Property in connection with the construction of the Facility and related improvements as required by the City or lender(s) providing Lender Financing).

"Sustainable Development Policy" shall mean the Chicago Sustainable Development Policy for the Project in effect as of the date of Developer's initial application for the City Grant.

"Term of the Agreement" shall mean the period of time commencing on the Closing Date and ending at the third anniversary of the date the Certificate is issued.

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

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

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

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

"Title Company" shall mean [NAME OF TITLE COMPANY].

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

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

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

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

### SECTION 3. THE PROJECT

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.01 Project Completion. With respect to the rehabilitation and construction of the Project, Developer shall: (i) commence construction no later than the Commencement Date, and (ii) complete construction and conduct operations therein no later than the Completion Date.

3.02 Project Budget; Funding Sources Developer has furnished to DPD, and DPD has approved, a Project Budget showing total costs for the Project in an amount not less than the Estimated Project Cost. The Developer hereby certifies to the City that (a) the Funding Sources shall be sufficient to complete the Project, and (b) the Project Budget and Funding Sources are true, correct and complete in all material respects.

3.03 Scope Drawings, Plans and Specifications. Developer has delivered the Scope Drawings, Plans and Specifications to DPD and DPD has approved same. After such initial approval, subsequent proposed changes to the Scope Drawings, Plans and Specifications shall be submitted to DPD as a Change Order pursuant to Section 3.06 hereof. The Scope Drawings, Plans and Specifications shall at all times conform to all applicable federal, state and local laws, ordinances and regulations. Developer shall submit all necessary documents to the City's Building Department, Department of Transportation and such other City departments or governmental authorities as may be necessary to acquire building permits and other required approvals for the Project.

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

3.05 Other Approvals Any DPD approval under this Agreement shall have no effect upon, nor shall it operate as a waiver of, Developer's obligations to comply with the provisions of Section 5.02 (Other Governmental Approvals) hereof. Developer shall not commence construction of the Project until Developer has obtained all necessary permits and approvals (including but not limited to DPD's approval of the Scope Drawings and Plans and Specifications) and proof of the General Contractor's and each subcontractor's bonding as required hereunder.

3.06 Change Orders Except as provided below in this Section 3.06 all Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD as necessary; provided, that any Change Order relating to any of the following must be submitted by Developer to DPD for DPD's prior written approval: (a) a reduction in the gross or net square footage of Developer Space by five percent (5%) or more (either individually or cumulatively); (b) a change in the use of Developer Space to a use other than the Project; (c) a delay in the completion of the Project by six (6) months or more; or (d) Change Orders resulting in an aggregate increase to the Project Budget of ten percent (10%) or more. Developer shall not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by Developer of DPD's written approval (to the extent said City prior approval is required pursuant to the terms of this Agreement).

3.07 Survey Updates. On the Completion Date, the Developer shall provide an updated Survey if the Project added new improvements to the Property.

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

#### SECTION 4. PROJECT FINANCING

4.01 Estimated Project Cost and Sources of Funds. The cost of the Project is estimated to be \$7,139,665, to be applied in the manner set forth in the Project Budget.

4.02 City Grant. Subject to the terms and conditions of this Agreement, the City hereby agrees to provide up to the amount of the City Grant to reimburse the cost of TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs.

4.03 Uses of City Grant. City Grant funds may only be used to pay directly or reimburse Developer for costs of TIF-Funded Improvements. Exhibit B sets forth, by line item, the Project Budget for the Project, and the maximum amount of costs that may be paid by or reimbursed from City Grant funds for each line item therein (subject to the conditions described in this Agreement), contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such cost and its eligibility as a TIF- Funded Improvements.

4.04 Distribution of City Grant.

Escrow Agreement alternative: If the Grantee has elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall disburse the City Grant in installments as described in the Escrow Agreement.

No Escrow Agreement alternative: If the Grantee has not elected to receive the City Grant via progress payments (escrow), then subject to the conditions described in Section 4.02 and Section 4.03, and except for Local Hiring Funds described in Section 4.05, the City shall pay 100% of City Grant at the issuance of the Certificate.

4.05 (a) [intentionally deleted]  
(b) [intentionally deleted]

4.06 Requisition Form. When Developer submits documentation to the City in connection with a request for the payment of City Grant as described in Sections 4.04 and if applicable, 4.05, beginning on the first request for payment and continuing through the earlier of (i) the Term of the Agreement or (ii) the date that Developer has been reimbursed in full under this Agreement, Developer shall provide DPD with a Requisition Form, along with the

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

4.07 Preconditions of Disbursement. Prior to disbursement of City Grant hereunder, Developer shall submit documentation regarding the applicable expenditures to DPD, which shall be satisfactory to DPD in its sole discretion.

4.08 Cost Overruns. If the aggregate cost of TIF-Funded Improvements exceeds the City Grant funds available pursuant to Section 4.02 hereof, or if the cost of completing the Project exceeds the Estimated Project Cost, Developer shall be solely responsible for such excess cost, and shall hold the City harmless from any and all costs and expenses of completing the Project.

4.09 Conditional Grant. City Grant being provided hereunder are being granted on a conditional basis, subject to the Developer's compliance with the provisions of this Agreement. The City Grant is subject to being reimbursed as provided in Section 11.02. City Grant will be paid only so long as the amount of Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such grant.

#### SECTION 5. CONDITIONS PRECEDENT

The Developer must satisfy the following conditions before the City will execute and deliver this Agreement, unless such conditions are waived in writing by the City:

5.01 Project Budget. DPD must have approved the Project Budget.

5.02 Other Governmental Approvals. The Developer must have secured all other necessary approvals and permits required by any state, federal, or local statute, ordinance or regulation and has submitted evidence thereof to DPD. Such approvals shall include, without limitation, all building permits necessary for the Project; provided, however, that if the City agrees to close before construction commences, such building permits shall be secured prior to commencement of any such construction work.

5.03 Financing. The Developer must have furnished proof reasonably acceptable to the City that it has Equity and Lender Financing to complete the Project.

5.04 Acquisition and Title. The Developer must have furnished the City with a copy of the Title Policy for the Property, certified by the Title Company, showing the Developer as the named insured, along with copies of all Schedule B title exception documents. The Title Policy must be dated as of the Closing Date and contain only those title exceptions acceptable to the City in its sole discretion and evidence the recording of this Agreement. The Title Policy must contain such endorsements as may be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. If the Project involves any acquisition of real property, the Developer must have provided DPD with documentation related to such acquisition acceptable to the City in its sole discretion.

5.05 Evidence of Clean Title. The Developer, at its own expense, must have provided the City with searches under its name and any Trade Names as follows:



Secretary of State	UCC search
Secretary of State	Federal tax search
Cook County Recorder	UCC/Fixture search
Cook County Recorder	Federal tax search
Cook County Recorder	State tax search
Cook County Recorder	Memoranda of judgments search
U.S. District Court	Pending suits and judgments
Clerk of Circuit Court, Cook County	Pending suits and judgments

5.06 Environmental. [intentionally deleted]

5.07 Corporate Documents. Developer has provided a copy of its articles or certificate of incorporation or organization containing the original certification of the Secretary of State; certificates of good standing from the Secretary of State of its state of incorporation or organization and all other states in which Developer is qualified to do business; a secretary's certificate in such form and substance as the Corporation Counsel may require; bylaws or operating agreement; and such other organizational documentation as the City has requested.

5.08 Economic Disclosure Statement. Developer shall provide to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which affidavits or certifications are incorporated by reference.

5.09 Insurance. The Developer, at its own expense, must have insured the Property in accordance with Exhibit C hereto, or Accord Form 27 certificates evidencing the required coverages.

5.10 Construction Compliance Informational Conference. Developer shall provide to the City a copy of the informational conference letter signed by DPD's construction and compliance division.

5.11 Surveys. Developer shall provide the City with a copy of the Survey(s).

## SECTION 6. COMPLETION OF CONSTRUCTION OR REHABILITATION

6.01 Certificate of Completion of Construction or Rehabilitation. Upon completion of the Project in accordance with the terms of this Agreement and upon the Developer's written request, DPD shall issue to the Developer a Certificate of Completion of Construction or Rehabilitation (the "Certificate") in recordable form certifying that the Developer has fulfilled its obligation to complete the Project in accordance with the terms of this Agreement. If the Developer has not fulfilled its obligation, DPD will issue a written statement detailing the measures which must be taken in order to obtain them.

DPD may require a single inspection by an inspecting architect hired at the Developer's expense to confirm the completion of the Project. DPD shall make its best efforts to respond to Developer's written request for the Certificate within forty-five (45) days by issuing the Certificate or a written statement detailing the ways in which the Project does not conform to this Agreement

or has not been satisfactorily completed, and the measures which must be taken by Developer in order to obtain the Certificate. Developer may resubmit a written request for the Certificate upon completion of such measures.

The Developer acknowledges and understands that the City will not issue the Certificate and pay out City Grant in connection with the Project, until the following conditions have been met:

- Evidence certified to and acceptable to DPD of the Final Project Cost. As described in Section 4.02, the City Grant will be reduced on a pro rata basis if the Final Project Cost is less than the Estimated Project Cost;
- Evidence that the Developer has incurred TIF Eligible Costs in an equal amount to, or greater than, the City Grant;
- Receipt of a Certificate of Occupancy or other evidence acceptable to DPD that the developer has complied with building permit requirements for Project;
- Evidence acceptable to DPD that the Project is in compliance with the Operations Covenant and the Occupancy Covenant; and
- Evidence acceptable to DPD in the form of a closeout letter from the Department of Housing's Bureau of Construction and Compliance stating that the Developer is in complete compliance with all City Requirements (MBE/WBE, City Residency, and Prevailing Wage), as defined in Exhibit F.

6.02 Continuing Obligations. The Certificate relates only to the respective performance of the work associated with the Project improvements. After the issuance of the Certificate, however, all executory terms and conditions of this Agreement and all representations and covenants contained herein unrelated to such work will remain in effect throughout the Term of the Agreement as to the parties described in the following paragraph, and the issuance of the Certificate shall not be construed as a waiver by the City of any of its rights and remedies pursuant to such executory terms.

Those covenants specifically described at Sections 7.02, 7.04, and 7.05 as covenants that run with the land will bind any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement or such shorter period as may be explicitly provided for therein. The other executory terms of this Agreement shall be binding only upon the Developer or a permitted assignee under Section 7.01(i) of this Agreement.

6.03 Failure to Complete. If the Developer fails to complete the Project in accordance with the terms of this Agreement, the Certificate will not be issued, and the City will have the right to terminate this Agreement. If this occurs, no City Grant funds will be paid to the Developer.

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

6.05 Failure to Obtain Certificate. If the Developer has not received the Certificate by the Certificate Deadline, the City shall have the right to terminate the Agreement and cancel any future payments.

**SECTION 7. COVENANTS/REPRESENTATIONS/WARRANTIES OF DEVELOPER**

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

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

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

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

(d) during the Term of the Agreement, the Developer will continue to own good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon), or a leasehold interest therein, free and clear of all liens except for the Permitted Liens and such other matters as DPD may consent to in writing;

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

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

(g) Developer has and shall maintain all government permits, certificates and consents necessary to conduct its business and to construct, complete and operate the Project;

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

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

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

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

7.02 Covenant to Redevelop. Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

7.03 Use of City Grant. City Grant funds disbursed to Developer shall be used by Developer solely to reimburse Developer for its payment for TIF-Funded Improvements as provided in this Agreement.

7.04 Operations Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain its operations at the Project (the "Operations Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.05 Occupancy Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to maintain that the entire Project shall remain occupied, and otherwise open for business (the "Occupancy Covenant"). The covenants set forth in this Section shall run with the land and be binding upon any transferee.

7.06 Jobs Covenant. The Developer hereby covenants and agrees, throughout the Term of the Agreement, to report to DPD information about jobs maintained at the Project, in a form acceptable to DPD in its sole discretion.

7.07 Annual Compliance Report. Following the issuance of the Certificate, each Year throughout the Term of the Agreement, the Developer shall submit to DPD by June 30<sup>th</sup> the Annual Compliance Report itemizing each of Developer's obligations under this Agreement during the preceding calendar year. If this report is not received within this timeframe, the City will notify Developer in writing of such deficiency. Thereafter, Developer shall have ten (10) days to file the Annual Compliance Report with DPD. Developer's failure to timely submit the report will constitute an event of default.

7.08 Arms-Length Transactions. Unless DPD has given its prior written consent with respect thereto, no Affiliate of Developer may receive any portion of the City Grant, directly or indirectly, in payment for work done, services provided or materials supplied in connection with any TIF-Funded Improvement or other Project Costs, as applicable. Developer shall provide

information with respect to any entity to receive the City Grant directly or indirectly (whether through payment to the Affiliate by Developer and reimbursement to Developer for such costs using the City Grant, or otherwise), upon DPD's request, prior to any such disbursement.

7.09 Conflict of Interest. Developer represents, warrants and covenants that, to the best of its knowledge, no member, official, or employee of the City, or of any commission or committee exercising authority over the Project, the TIF program, or any consultant hired by the City or Developer with respect thereto, owns or controls, has owned or controlled or will own or control any interest, and no such person shall represent any person, as agent or otherwise, who owns or controls, has owned or controlled, or will own or control any interest, direct or indirect, in Developer's business, the Property or any other property in the Redevelopment Area.

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

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

7.12 Insurance. The Developer shall provide and maintain during the Term of the Agreement, and cause other applicable parties to provide and maintain, the insurance coverages specified in Exhibit C.

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

7.14 Recording and Filing. The Developer shall cause this Agreement, certain exhibits (as specified by Corporation Counsel), all amendments and supplements hereto to be recorded and filed against the Property in the Recorder's Office of Cook County. If the Permitted Liens include any existing mortgages, such mortgagee must execute a subordination agreement acceptable to the City in its sole discretion.

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

7.16 Non-Governmental Charges. Except for the Permitted Liens, and subject to the next sentence, the Developer agrees to pay or cause to be paid when due any Non-Governmental

Charges. The Developer has the right, before any delinquency occurs, to contest any Non-Governmental Charge by appropriate legal proceedings properly and diligently prosecuted, so long as such proceedings serve to prevent any sale or forfeiture of the Property.

**7.17 Governmental Charges.**

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

(b) **Right to Contest.** Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option:

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

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

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

the contrary, this paragraph shall not be construed to obligate the City to pay any such Governmental Charge. Additionally, if Developer fails to pay any Governmental Charge, the City, in its sole discretion, may require Developer to submit to the City audited Financial Statements at Developer's own expense.

7.19 FOIA and Local Records Act Compliance.

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

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

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

## SECTION 8. MAINTAINING RECORDS AND RIGHT TO INSPECT

8.01 Books and Records. The Developer, the general contractor and each subcontractor shall keep and maintain books and records that fully disclose the total actual cost of the Project and the disposition of all funds from whatever source allocated thereto and as otherwise necessary to evidence the Developer's compliance with its obligations under this Agreement, including, but not limited to, payroll records, general contractor's and subcontractors' sworn statements, general contracts, subcontracts, purchase orders, waivers of lien, paid receipts and invoices and the like. Such books and records shall be available at the applicable party's offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developer's expense.

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

#### **SECTION 9. ENVIRONMENTAL MATTERS**

The Developer hereby represents and warrants to the City that it has conducted environmental studies sufficient to conclude that the Project may be constructed, completed and operated in accordance with the requirements of all Environmental Laws and this Agreement. The Developer agrees to indemnify, defend and hold the City harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses or claims of any kind whatsoever including, without limitation, any losses, liabilities, damages, injuries, costs, expenses or claims asserted or arising under any Environmental Laws incurred, suffered by or asserted against the City and relating to the Project or the Property.

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

The Developer will incorporate the results of the Hazardous Building Material Survey into its Project documents and perform abatement work as part of the Project in accordance with all Environmental Laws. A report documenting the completion of the abatement work shall be submitted to and approved by the City prior to approval of the Property for occupancy. If abatement work activities are not deemed sufficient by the City, the Developer shall continue work at their own expense until approved.

#### **SECTION 10. INDEMNIFICATION**

Developer agrees to indemnify, defend and hold the City, its officers, officials, members, agents and employees harmless from and against any and all losses, costs, damages, liabilities, claims, suits, judgments, demands, actions, causes of action of every kind or nature and expenses (including, without limitation, attorneys' fees and court costs) arising out of or incidental to the failure of Developer to perform its obligations under this Agreement. Upon reasonable notice from the City of any claim which the City believes to be covered hereunder, Developer shall timely appear in and defend all suits brought upon such claim and shall pay all costs and expenses incidental thereto, but the City shall have the right, at its option and at its own expense, to



participate in the defense of any suit, without relieving Developer of any of its obligations hereunder. The obligations set forth in this section shall survive any termination or expiration of this Agreement.

#### SECTION 11. DEFAULT AND REMEDIES

11.01 Events of Default. The occurrence of any one or more of the following events, subject to the provisions of Section 7 (Covenants, Representations, and Warranties of Developer), shall constitute an "Event of Default" by the Developer hereunder:

(a) the failure of Developer to complete the Project in accordance with the terms of this Agreement;

(b) the failure of the Developer to comply with any covenant or obligation, or the breach by the Developer of any representation or warranty, under this Agreement or any related agreement;

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

(d) the commencement of any bankruptcy, insolvency, liquidation or reorganization proceedings under any applicable state or federal law, or the commencement of any analogous statutory or non-statutory proceedings involving the Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

(g) the dissolution of the Developer or the death of any natural person who owns a 50% or more ownership interest in the Developer, unless, in the case of a death, the Developer establishes to the DPD's satisfaction that such death shall not impair the Developer's ability to perform its executory obligations under this Agreement; or

(h) in the event the Developer relocates the business without the prior written consent of the City during the Term of the Agreement.

11.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate

this Agreement and all related agreements, may suspend disbursement of City Grant and may seek reimbursement of City Grant. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy.

11.03 Cure Period. In the event Developer shall fail to perform a covenant which Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless Developer has failed to perform such covenant within thirty (30) days of its receipt of a written notice from the City specifying that it has failed to perform such covenant.

## **SECTION 12. MORTGAGING OF THE PROJECT**

The Permitted Liens are the only mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof. No mortgagee shall have the right to succeed to the Developer's rights under this Agreement unless the sale, assignment, or transfer receives the sole written consent of the City. This consent shall be in the City's sole discretion and which, if granted, may be conditioned upon, among other things, the assignee's assumption of all of the Developer's obligations under this Agreement.

Upon the request of a lender providing Lender Financing, the City shall agree to subordinate its interests under this Agreement to the mortgage of such lender pursuant to a written subordination agreement, the form of which shall be in a form reasonably acceptable to the City and Corporation Counsel.

## **SECTION 13. GENERAL PROVISIONS**

13.01 Amendment. This Agreement and the Exhibits attached hereto may not be amended or modified without the prior written consent of the parties hereto. It is agreed that no material amendment or change to this Agreement shall be made or be effective unless ratified or authorized by an ordinance duly adopted by the City Council. The term "material" for the purpose of this Section 13.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental or construction obligations of Developer by more than ten percent (10%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than one-hundred and eighty (180) days.

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

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

13.04 Further Assurances. The Developer agrees to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may

become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

13.05 No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

13.06 Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

13.07 Remedies Cumulative. The remedies of a party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such party unless specifically so provided herein.

13.08 Disclaimer. Nothing contained in this Agreement nor any act of the City shall be deemed or construed by any of the parties, or by any third person, to create or imply any relationship of third-party beneficiary, principal or agent, limited or general partnership or joint venture, or to create or imply any association or relationship involving the City.

13.09 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

13.10 Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

13.11 Approval. Wherever this Agreement provides for the approval or consent of the City, DPD or the Commissioner, or any matter is to be to the City's, DPD's or the Commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, DPD or the Commissioner in writing and in the reasonable discretion thereof. The Commissioner or other person designated by the Mayor of the City shall act for the City or DPD in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

13.12 Binding Effect. This Agreement shall be binding upon Developer, the City and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of Developer, the City and their respective successors and permitted assigns (as provided herein). Except as otherwise provided herein, this Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a party to this Agreement and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right.

13.13 Force Majeure. Neither the City nor the Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty,

strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

13.14. Notices. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the Notice Address, by any of the following means: (a) personal service; (b) overnight courier, or (c) registered or certified mail, return receipt requested.

13.15. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth herein.

13.16. Survival of Agreements. All warranties, representations, covenants and agreements of this Agreement shall be true, accurate and complete at the time of the execution of this Agreement, and shall survive the execution, delivery and acceptance hereof by the parties hereto and shall be in effect throughout the Term of the Agreement.

13.17. Exhibits. All of the exhibits attached to this Agreement are incorporated into this Agreement by reference.

13.18. Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that Developer has read such provision and understands that pursuant to such Section 2-156-030 (b), it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

(Sub)Exhibits "A", "B", "C", "D", "E" and "F" referred to in this E.G. Woode Redevelopment Agreement read as follows:

*(Sub)Exhibit "A".*  
(To E.G. Woode Redevelopment Agreement)

Legal Description Of Property:

Lots 28 and 29 in Block 1 in the subdivision of the south 10 acres of the east half of the southwest quarter of the southeast quarter of Section 17, Township 28 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

1022 West 63<sup>rd</sup> Street  
Chicago, Illinois 60621.

Property Identification Number (PIN):

20-17-427-035-0000.

*(Sub)Exhibit "B".*  
(To E.G. Woode Redevelopment Agreement)

*Project Budget.*

	Project Budget	MBE/WBE Budget	TIF-Funded Improvements
Acquisition	\$ 51,024		\$ 46,024
Hard Costs	4,558,710	\$3,261,699	4,558,710
Site Improvements	221,173		186,173
General Conditions, Insurance, Fee	682,806		
Hard Cost Contingency	530,282		
Total Hard Costs:	\$5,992,971		\$4,790,907

3/20/2024

UNFINISHED BUSINESS

10747

	Project Budget	MBE/WBE Budget	TIF-Funded Improvements
Soft Costs/Fees			
Architecture and Engineering	\$286,070		\$ 286,070
Contract Administration	29,400		29,400
Reimbursables	8,300		
Owners Representative	31,320		
Permits/Expediting	15,000		
Survey/Title/Appraisal	21,395		
Accounting/Audit	4,000		
Builders Risk Insurance	8,000		
Interest and Other Soft Financing Costs	151,604		
Real Estate Taxes	30,000		
Testing	4,600		
Legal/Consultant Fees	104,500		
FFE	70,000		
Developer Fee	330,354		
Soft Cost Contingency	1,014		
Total Soft Costs:	\$1,095,557		\$ 315,470
Total:	\$7,139,552	\$3,261,699	\$5,106,377
MBE at 26 percent		\$ 1,856,284	
WBE at 6 percent		\$ 428,374	

*(Sub)Exhibit "C".*  
(To E.G. Woode Redevelopment Agreement)

*Insurance Requirements.*

Developer shall comply, and require its general contractor and subcontractors to comply, with the City's insurance requirements for the monitoring term. All Contractors and subcontractors are subject to the same insurance requirements of Developer unless otherwise specified in the Agreement.

Developer must furnish the Department of Planning and Development with the Certificates of Insurance, or such similar evidence, to be in force on the date of the Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of the Agreement. Developer must submit evidence of insurance prior to closing. Developer shall advise all insurers of the Agreement provisions regarding insurance.

The insurance must provide for 60 days' prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Commercial General Liability Insurance (Primary And Umbrella).

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability.

Coverage must include the following: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insured, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the work.

Workers' Compensation And Employer's Liability.

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employer's Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.

Automobile Liability (Primary And Umbrella).

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, noncontributory basis.





All capitalized terms which are not defined herein has the meanings given such terms in the Agreement. The City shall have the right, in its discretion, to require Developer to submit further documentation as the City may require in order to verify that the matters certified to above are true and correct, and any disbursement by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by Developer.

E.G. Woode, L3C

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*(Sub)Exhibit "E".*  
(To E.G. Woode Redevelopment Agreement)

*Annual Compliance Report.*

*E.G. Woode L3C.*

E.G. Woode Redevelopment Agreement Dated As Of [Insert Date].

[Insert Year] Annual Compliance Report.

Pursuant to Section 7.07 of the above referenced redevelopment agreement ("RDA"), E.G. Woode, L3C ("Developer") is committed to providing an annual compliance report.

Obligations under the Agreement during the [Insert Year] calendar year:

(a) Itemize each of Developer's obligations under this Agreement during the preceding calendar year.

- Compliance with the Operations Covenant (Section 7.04) -- Pursuant to Section 7.04 of the RDA, the Project is required to maintain its operations at the Project.
- Compliance with the Occupancy Covenant (Section 7.05) -- Pursuant to Section 7.05 of the RDA, the Project is required to have one hundred percent (100%) of the Project remain open, occupied, and otherwise open for business.
- Delivery of Financial Statements and unaudited financial statements (Section 7.11).
- Delivery of updated insurance certificate (Section 7.12).
- Provide evidence of payment of Non-Governmental Charges (Section 7.16).
- Compliance with all executory provisions of the RDA.

(b) Certify Developer's compliance or noncompliance with such obligations.

- The Project is in operation.
- The Property is [Insert Percentage] occupied.

(c) Attach evidence of such compliance or noncompliance.

(d) Provide a report stating the number of jobs, if any, created as a result of the Project for this reporting period.

(e) Certify that Developer is not in default beyond applicable notice and cure period with respect to any provision of the Agreement or any related agreements;

- Developer hereby certifies that the Project is not in default with any provisions of the Agreement.

Attachments.

I certify that the Developer is not in default with respect to any provision of the Redevelopment Agreement, or any related agreements.

---

E.G. Woode, L3C

---

[Insert Date]

*(Sub)Exhibit "F".*  
(To E.G. Woode Redevelopment Agreement)

*Construction Compliance.*

Agreements With Contractors.

1. Bid Requirement For General Contractor And Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with, and having an office located in, the City of Chicago, and shall submit all bids received to DPD, if requested, for its inspection and written approval. (i) For the TIF-Funded Improvements, Developer shall select the General Contractor (or shall cause the General Contractor to select the subcontractor) submitting the lowest responsible bid who can complete the Project in a timely manner.

2. Construction Contract. Prior to the Closing Date, the Developer must provide DPD with a certified copy of the construction contract, together with any modifications, amendments, or supplements thereto, and upon DPD's request, a copy of any subcontracts. Photocopies of all contracts or subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

3. Performance And Payment Bonds. Prior to the commencement of any portion of the Project which includes work on the public way, the Developer must require the General Contractor to be bonded for its payment by sureties having an AA rating or better using a bond in a form acceptable to the City. The City shall be named as obligee or co-obligee on any such bonds.

4. Employment Profile. Upon DPD's request, the Developer, the General Contractor, and all subcontractors must submit to DPD statements of their respective employment profiles. Developer shall contractually obligate and cause the General Contractor and each subcontractor to agree to the Construction Hiring Requirements.

5. Other Provisions. In addition to the requirements of Agreements with Contractors, the Construction Contract and each contract with any subcontractor shall contain provisions required pursuant to Section 3.05 (Change Orders), (Sub)Exhibit F, Construction Hiring Requirements, and Section 9.01 (Books and Records) of the RDA.

#### Construction Hiring Requirements.

1. Employment Opportunity. The Developer shall contractually obligate its or their various contractors, subcontractors or any Affiliate of the Developer operating on the Property (collectively, with the Developer, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to Developer and during the period of any other party's provision of services in connection with the construction of the Project or occupation of the Property:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010, et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a nondiscriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City and preferably of the Area; and to provide those contracts for work in connection with the construction of the Project be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City and preferably in the Area.

(c) Each Employer shall comply with all federal, state, and local equal employment and affirmative action statutes, rules, and regulations, including but not limited to the

City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101, et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this paragraph, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subparagraphs (1) through (4) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate operating on the Property, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this paragraph shall be a basis for the City to pursue its remedies under the Redevelopment Agreement.

2. **Prevailing Wage.** The Developer, the General Contractor and all subcontractors must pay the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all persons working on the Project. All such contracts shall list the specified rates to be paid to all laborers, workers and mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, the Developer shall provide the City with copies of all such contracts entered into by the Developer or the General Contractor to evidence compliance with this Prevailing Wage.

3. **City Resident Construction Worker Employment Requirement.** The Developer agrees for itself and its successors and assigns, and shall contractually obligate its General Contractor and shall cause the General Contractor to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Project they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons on the site of the Project shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developer, its General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developer may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed, and permanent home and principal establishment.

The Developer, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed on the Project. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developer, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the Commissioner of DPD, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

At the direction of DPD, affidavits and other supporting documentation will be required of the Developer, the General Contractor, and each subcontractor to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developer, the General Contractor, and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this paragraph concerning the worker hours performed by actual Chicago residents.

When work at the Project is completed, in the event that the City has determined that the Developer has failed to ensure the fulfillment of the requirement of this paragraph concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this paragraph. Therefore, in such a case of noncompliance, it is agreed that  $\frac{1}{20}$  of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Project budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developer, the General Contractor and/or the subcontractors to

prosecution. Any retainage to cover contract performance that may become due to the Developer pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246", or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developer shall cause or require the provisions of this paragraph to be included in all construction contracts and subcontracts related to the Project.

4. MBE/WBE Commitment. The Developer agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the Project:

(a) Consistent with the findings which support the Minority-Owned and Women-Owned Business Enterprise Procurement Program (the "MBE/WBE Program"), Section 2-92-420, et seq., Municipal Code of Chicago, and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this paragraph 4, during the course of the Project, at least the following percentages of the MBE/WBE Budget attached hereto as (Sub)Exhibit B (as these budgeted amounts may be reduced to reflect decreased actual costs) shall be expended for contract participation by MBEs or WBEs:

- i. At least 26 percent by MBEs; and
- ii. At least 6 percent by WBEs.

(b) For purposes of MBE/WBE Commitment only, the Developer (and any party to whom a contract is let by the Developer in connection with the Project) shall be deemed a "contractor" and this Agreement (and any contract let by the Developer in connection with the Project) shall be deemed a "contract" as such terms are defined in Section 2-92-420, Municipal Code of Chicago.

(c) Consistent with Section 2-92-440, Municipal Code of Chicago, the Developer's MBE/WBE Commitment may be achieved in part by the Developer's status as an MBE or WBE (but only to the extent of any actual work performed on the Project by the Developer), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of: (i) the MBE or WBE participation in such joint venture; or (ii) the amount of any actual work performed on the Project by the MBE or WBE), by the Developer utilizing an MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the Project by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the Project to one or more MBEs or WBEs, or by



the purchase of materials used in the Project from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developer's MBE/WBE Commitment as described in this paragraph 4. The Developer or the General Contractor may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in its activities and operations other than the Project.

(d) Prior to the City's issuance of a Final Certificate, the Developer shall provide to DPD a final report describing its efforts to achieve compliance with this MBE/WBE Commitment. Such report shall include inter alia the name and business address of each MBE and WBE solicited by the Developer or the General Contractor to work on the Project, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Project, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining the Developer's compliance with this MBE/WBE Commitment. DPD has access to the Developer's books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account in accordance with the Redevelopment Agreement, on five (5) business days' notice, to allow the City to review the Developer's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Project.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developer shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this subsection (e), the disqualification procedures are further described in Section 2-92-540, Municipal Code of Chicago.

(f) Any reduction or waiver of the Developer's MBE/WBE Commitment as described in this paragraph 4 shall be undertaken in accordance with Section 2-92-450, Municipal Code of Chicago.

(g) Prior to the commencement of the Project, the Developer, the General Contractor, and all major subcontractors shall be required to meet with the monitoring staff of DPD with regard to the Developer's compliance with its obligations under this Section 7.04. During this meeting, the Developer shall demonstrate to DPD its plan to achieve its obligations under this Section 7.04, the sufficiency of which shall be approved by DPD. During the Project, the Developer shall, upon the request of the monitoring staff of DPD, such interim reports as the monitoring staff may require. Failure to submit such documentation on a timely basis, or a determination by DPD, upon analysis of the documentation, that the Developer is not complying with its obligations hereunder shall, upon the delivery of written notice to the Developer, be deemed an Event of Default hereunder.



**MISCELLANEOUS BUSINESS.**

---

**PRESENCE OF VISITORS NOTED.**

The following individuals were in attendance and recognized by the City Council:

guests in attendance for resolution honoring Women's History Month: Amanda Pyron, Gender Based Violence Task Force; Brenda Myers Powell, Gender Based Violence Task Force and Missing Women Working Group; Sharmili Majmudar, representative for Women Employed; Stephanie Love Patterson, member of Women's Advisory Council; Cheryl Miller, community organizer at STOP; Mary Rosales, parent mentor at Gunsaulus Academy; Joy Cervantes, United States Navy veteran; Valencia Ahmad, United States Air Force veteran and Chief of Staff for Alderperson William Hall (6<sup>th</sup> Ward);

Julie Hernandez-Tomlin, newly confirmed Commissioner of the Department of Fleet and Facility Management, accompanied by Andrew Tomlin, husband; Joseph Hernandez, father; Janet Hernandez, family member; Jennifer Hernandez-Accardo, family member;

Jose Tirado, newly confirmed Executive Director of the Office of Emergency Management and Communications (OEMC), accompanied by Elizabeth Tirado, wife; Anna Statham, Deputy Director and Chief of Staff at OEMC; Audrey Mathis, Director of 311; Ryan Nelligan, Deputy Director and General Counsel; Mary May, Director of Public Affairs; Carla Orlandini, Deputy Director of 911 Operations; Robert Lajewski, Deputy Director of Traffic Management Authority; Dionne Tate, Deputy Director of Training; Dave Ramos, Deputy Director of Operations Center; Glen Lyman, Deputy Director of Emergency Management;

Tom Carney, newly confirmed Commissioner of the Department of Transportation (CDOT), accompanied by Julia Carney, daughter; Joe Carney, father and retired CDOT employee; Eileen Carney, mother; Alonzo Owens, Managing Deputy Commissioner and CDOT coworker; Angelica Beltran, Executive Assistant and CDOT coworker; Jim Bolster, former City employee and CDOT consultant; Florence Hooker, retired CDOT employee;

Sandra Blakemore, newly confirmed Commissioner of the Department of Human Resources, accompanied by Mark Blakemore, husband; Angela Hinton Blakemore, sister-in-law; Sharon Carter, soror, Delta Sigma Theta; Amanda Gooch, friend; Karl Sears, mentor; Anne Michelle Harrington, friend; Patti Galien, friend; Silvia Talavera, friend; Iris O'Donnell, Executive Assistant; Carmen Rocha, Deputy Commissioner; Raquel Rodriguez-Northern, Managing Deputy Commissioner; Katie Doyle, First Deputy; Irina Vinarskaya, friend;

Mark T. Skinner West Elementary School 7<sup>th</sup> and 8<sup>th</sup> grade boys' basketball team;

various members of the Ladies of Virtue mentorship organization;

Harold Washington Elementary School students;

Dionne Mhoon, mother of the late Police Officer Aréanah Preston and founder of Preston For Peace;

David Namkung and Rod Zech, founding members of Clarity Partners management and information technology consulting firm.

---

**Time Fixed For Next Succeeding Regular Meeting.**

[O2024-0008408]

By unanimous consent, Alderperson Mitchell presented a proposed ordinance which reads as follows:

*Be It Ordained by the City Council of the City of Chicago:*

SECTION 1. The next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, April 17, 2024, beginning at 10:00 AM., 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:

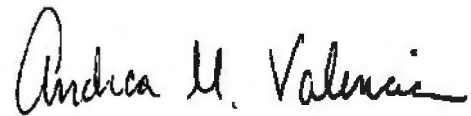
*Yeas* -- Alderpersons La Spata, Hopkins, Dowell, Robinson, Yancy, Hall, Mitchell, Harris, Beale, Chico, Lee, Ramirez, Quinn, Gutiérrez, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Mosley, Rodríguez, Tabares, Scott, Sigcho-Lopez, Fuentes, Burnett, Ervin, Taliaferro, Cruz, Waguespack, Rodríguez-Sánchez, Conway, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Lawson, Gardiner, Clay, Martin, Manaa-Hoppenworth, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderperson Mitchell moved to reconsider the foregoing vote. The motion was lost.

**Adjournment.**

Thereupon, Alderperson Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, April 17, 2024, at 10:00 A.M., in the Council Chamber in City Hall.

A handwritten signature in black ink that reads "Andrea M. Valencia". The signature is written in a cursive, flowing style.

ANDREA M. VALENCIA,  
*City Clerk.*