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**COPY**



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

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Regular Meeting -- Wednesday, September 21, 2022

at 10:00 A.M.

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

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**OFFICIAL RECORD.**

**LORI E. LIGHTFOOT**  
Mayor

**ANDREA M. VALENCIA**  
City Clerk

*JOURNAL OF THE PROCEEDINGS OF THE CITY COUNCIL*  
Regular Meeting -- Wednesday, September 21, 2022

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**Attendance At Meeting.**

*Present* -- The Honorable Lori E. Lightfoot, Mayor, and Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein.

*Absent* -- Alderman Sawyer.

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**Call To Order.**

On Wednesday, September 21, 2022 at 10:00 A.M., the Honorable Lori E. Lightfoot, 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: Aldermen La Spata, Hopkins, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Lopez, Coleman, Moore, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Tunney, Cappleman, Martin, Osterman, Hadden, Silverstein -- 40.

Quorum present.

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**Pledge Of Allegiance.**

Mayor Lori E. Lightfoot led the City Council and assembled guests in the Pledge of Allegiance to the Flag of the United States of America.

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**Invocation.**

Chaplain Dorothy (Dee) Caldwell of the WNBA Chicago Sky 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:

Shannon South

Ali

George Blakemore

Brit Scales

Myron Byrd

Mark Margo

John Greenfield

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:

Sandra Taylor

Chris Gentry

Joiy Lyons

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

Camiella Williams

Pamela Flowers-Thomas

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*Rules Suspended* -- **REPORT OF COMMITTEE ON COMMITTEES AND RULES.**

Alderman Harris moved to *Suspend the Rules Temporarily* for the purpose of going out of the regular order of business for the immediate consideration of the report of the Committee on Committees and Rules. The motion *Prevailed*.

**COMMITTEE ON COMMITTEES AND RULES.**

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**APPOINTMENT OF TIMOTHY R. KNUDSEN AS ALDERMAN OF 43<sup>RD</sup> WARD.**  
[A2022-138]

The Committee on Committees and Rules submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Committees and Rules recommends *Approval* of the appointment of Timothy R. Knudsen as the 43<sup>rd</sup> Ward Alderman.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,  
*Chairman.*

On motion of Alderman Harris, the committee's recommendation was *Concurred In* and the said proposed appointment of Timothy R. Knudsen as Alderman of the 43<sup>rd</sup> Ward was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 46.

Nays -- Alderman Quinn -- 1.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Jill Rose Quinn, Judge of the Circuit Court of Cook County, administered the oath of office to the Honorable Timothy R. Knudsen, as newly appointed Alderman of the 43<sup>rd</sup> Ward. The oath of office of Alderman Timothy R. Knudsen was *Placed on File* in the Office of the City Clerk.

[F2022-68]

Speaking from the Clerk's rostrum, Alderman Knudsen thanked Mayor Lightfoot, the members of the City Council, and Alderman Smith for the opportunity to serve as Alderman of the 43<sup>rd</sup> Ward. Acknowledging the overwhelming and energizing outpouring of support he has received from the 43<sup>rd</sup> Ward community and the people of Chicago, Alderman Knudsen expressed his profound appreciation to his parents, grandparents and family members who he declared a source of pride and foundation for his accomplishments. Reflecting on his legal career, his tenure with the Zoning Board of Appeals and his efforts as a community organizer in the 43<sup>rd</sup> Ward, Alderman Knudsen spoke of his resolve to deliver private sector results in public service and his ongoing efforts to remain actively engaged in bringing together opinions from all sides of an issue to find common ground. Recalling his pro bono commitment to LGBTQ asylum applicants in Chicago and Mexico, Alderman Knudsen shared his belief that compassion, and inclusivity are the best tones for effective leadership and stated that as an alderman "I will be advocate and consensus builder -- someone who works hard to get things done." Expressing his eagerness to learn from and collaborate with City Council colleagues, Alderman Knudsen spoke of the significance of being the youngest member of the City Council, the sixth member of the LGBTQ+ caucus and the first openly gay alderman of the 43<sup>rd</sup> Ward stating that "representation matters" and having the opportunity to share his experiences and uplift other diverse communities is "a responsibility I take seriously and which rests on the shoulders of many giants". Thanking Art Johnson for his mentorship and early encouragement, Alderman Knudsen again expressed his appreciation to Mayor Lightfoot and the members of the City Council for this appointment and the opportunity to serve the residents of the 43<sup>rd</sup> Ward and the people of Chicago.

Mayor Lightfoot then instructed the City Clerk to add Alderman Knudsen to the roll for the purposes of quorum, and instructed the Sergeant-At-Arms to escort Alderman Knudsen to his City Council seat.

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AMENDMENT OF MEMBERS OF CITY COUNCIL STANDING COMMITTEES FOR YEARS 2019 -- 2023.

[R2022-969]

The Committee on Committees and Rules submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Committees and Rules recommends *Adoption* of the resolution updating committee assignments to include Alderman Knudsen, replacing the former alderman.

This recommendation was concurred in by the Committee on Committees and Rules.

Sincerely,

(Signed) MICHELLE A. HARRIS,  
*Chairman.*

On motion of Alderman Harris, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Burke, Lopez, Coleman, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 46.

Nays -- Aldermen Beale, Quinn -- 2.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

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

The resolution identifying the Chairmen, Vice-Chairmen, and members of standing committees of the City Council of the City of Chicago for the 2019 -- 2023 term is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

(Omitted text is not affected by this resolution.)

2. Committee On The Budget And Government Operations.

Dowell (Chairman), Silverstein (Vice-Chairman), King, Hairston, Sawyer, Mitchell, Harris, Sadlowski-Garza, Lee, Cárdenas, Quinn, Moore, Curtis, O'Shea, Brookins, Rodriguez, Tabares, Scott, Burnett, Ervin, Taliaferro, Reboyras, Waguespack, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Napolitano, Reilly, ~~Smith~~Knudsen, Tunney, Cappleman, Osterman.

3. Committee On Committees And Rules.

Harris (Chairman), Napolitano (Vice-Chairman), O'Shea (Vice-Chairman), Villegas (Vice-Chairman), La Spata, Hopkins, Dowell, King, Hairston, Sawyer, Mitchell, Beale, Sadlowski-Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Coleman, Moore, Curtis, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Mitts, Sposato, Nugent, Vasquez, Reilly, ~~Smith~~Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein.

(Omitted text is not affected by this resolution.)

7. Committee On Ethics And Government Oversight.

~~Smith~~ (Chairman), Martin (Vice-Chairman), Dowell, Sadlowski-Garza, Lee, Curtis, Taylor, Scott, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Nugent, Vasquez, Reilly, Knudsen, Cappleman, Hadden.

8. Committee On Environmental Protection And Energy.

Cárdenas (Chairman), Nugent (Vice-Chairman), La Spata, Hopkins, Dowell, Burke, Taylor, Cardona, Waguespack, Rodriguez-Sanchez, Reilly, ~~Smith~~Knudsen, Cappleman, Martin, Hadden.

9. Committee On Finance.

Waguespack (Chairman), Hairston (Vice-Chairman), Hopkins, Dowell, King, Sawyer, Mitchell, Harris, Beale, Sadlowski-Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Brookins, Tabares, Scott, Burnett, Ervin, Taliaferro, Reboyras, Austin, Villegas, Mitts, Sposato, Napolitano, Reilly, ~~Smith~~Knudsen, Tunney, Osterman, Silverstein.

(Omitted text is not affected by this resolution.)

11. Committee On Health And Human Relations.

Sawyer (Chairman), Cappleman (Vice-Chairman), Harris, Sadlowski-Garza, Coleman, O'Shea, Tabares, Sigcho-Lopez, Cardona, Waguespack, Rodriguez-Sanchez, Ramirez-Rosa, Vasquez, ~~Smith~~Knudsen, Martin, Osterman, Hadden.

(Omitted text is not affected by this resolution.)

13. Committee On License And Consumer Protection.

Mitts (Chairman), Hopkins (Vice-Chairman), Sawyer, Mitchell, Cárdenas, Coleman, Moore, Scott, Ervin, Taliaferro, Villegas, Sposato, Napolitano, ~~Smith~~Knudsen, Tunney, Gardiner, Cappleman, Martin, Silverstein.

14. Committee On Public Safety.

Taliaferro (Chairman), Osterman (Vice-Chairman), Sawyer, Mitchell, Lee, Lopez, Curtis, Scott, Ervin, Reboyras, Mitts, Sposato, Nugent, Napolitano, ~~Smith~~Knudsen, Tunney, Gardiner, Martin, Silverstein.

(Omitted text is not affected by this resolution.)

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REGULAR ORDER OF BUSINESS RESUMED.

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**REPORTS AND COMMUNICATIONS FROM CITY OFFICERS.**

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*Rules Suspended* -- CONGRATULATIONS EXTENDED TO DR. JOYCE D. KENNER ON RETIREMENT FROM WHITNEY M. YOUNG MAGNET HIGH SCHOOL.

[R2022-966]

The Honorable Lori E. Lightfoot, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen O'Shea, Cappleman, Ramirez-Rosa, Rodriguez, Burnett, Villegas, Napolitano, Mitts, Ervin, Brookins, Dowell, Tunney, Hadden, Silverstein, Sadlowski Garza, King, Vasquez, Reilly, Gardiner, Lee and Martin, a resolution honoring Dr. Joyce Kenner, Whitney Young High School principal, upon her retirement.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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

The following is said proposed resolution:

WHEREAS, In recognition of her leadership and appreciation of her tireless work mentoring an untold number of students, faculty and staff, the members of this chamber are pleased to congratulate Dr. Joyce D. Kenner on the occasion of her retirement as principal and CEO of Whitney M. Young Magnet High School; and

WHEREAS, A Dayton, Ohio native, Dr. Kenner holds degrees from Ohio University and Loyola University; and

WHEREAS, Dr. Kenner studied physical education, and started her Chicago career working for the Reverend Jesse Jackson's Operation PUSH as the organization's deputy education director before she moved to Chicago Public Schools; and

WHEREAS, Dr. Kenner has become synonymous with Whitney Young High School, where she served as principal for 27 years and as vice principal for 5 years before that; and

WHEREAS, Dr. Kenner has served in the administration for 32 of the 47 years that Whitney Young High School has been in existence, a job she called "a dream job for any educator"; and

WHEREAS, During Dr. Kenner's tenure as only the third principal in Whitney Young's history, Whitney Young has been awarded countless academic awards, including being named a National Blue Ribbon School and being consistently listed as one of *U.S. News and World Report's* Best High Schools; and

WHEREAS, Dr. Kenner has built Whitney Young Magnet High School into not just an academic powerhouse, but an extracurricular hub as well, that offers over 100 clubs and 19 sports; and

WHEREAS, Under Dr. Kenner's leadership, the Whitney Young Dolphins have won championships in basketball, chess, the academic decathlon, golf, swimming, tennis, band, orchestra, choir and more; and

WHEREAS, Dr. Kenner retired as principal and CEO of Whitney Young Magnet High School at the end of the 2021 -- 2022 school year, after a distinguished career helping Chicago youth to become the leaders of tomorrow; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby congratulate Dr. Joyce D. Kenner on the occasion of her retirement; express to her our heartfelt gratitude for her exemplary service to the residents of our great city; and extend to her our best wishes for continued health, happiness, prosperity, and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Dr. Joyce D. Kenner as a sign of our appreciation and esteem.

On motion of Alderman Mitchell, seconded by Aldermen Beale, Sadlowski Garza, Sposato, Harris, Rodriguez, Lee, Moore, Burnett, Hairston, Maldonado, King, Austin, Burke, Scott, Ervin and Ramirez-Rosa, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Lori E. Lightfoot, Mayor, rose and joined the members of the City Council in congratulating Dr. Joyce Kenner on her retirement as principal and chief executive officer of Whitney M. Young Magnet High School. Lauding Dr. Kenner for her inspirational leadership, tireless dedication and history of accomplishment, Mayor Lightfoot echoed the praise and admiration of the members of the City Council who fondly shared their own personal experiences and memories of Dr. Kenner. "Whitney M. Young Magnet High School is a true academic powerhouse, not just in our city, not just in our state, but in our country...winning the state Academic Decathlon 25 times in 26 years," the Mayor noted, and under Dr. Kenner's leadership, the school has also won numerous academic awards, including being named a National Blue Ribbon School. Whitney M. Young Magnet High School also has a record of achievement in sports and extracurricular activities, the Mayor continued, winning awards in basketball, chess, golf, swimming, tennis, band, choir, and cheer. Reflecting on her many visits to Whitney M. Young Magnet High School, Mayor Lightfoot spoke of the incredible sense of pride amongst students and the culture of purpose, connectedness and belonging instilled and nurtured by Dr. Kenner that is incredibly important in fostering excellence among our youth. Dr. Kenner is not only a great leader but an incredibly generous person to her colleagues at Whitney M. Young Magnet High School as well as across the entire school system as she helps and inspires others on their journey to achieve greatness and excellence, the Mayor stated, and in the process she had gained the deference and respect of fellow educators and administrators thereby earning the honorary designation of Dean of High School Principals. While attending a tense and highly competitive high school public league basketball championship game between Whitney M. Young Magnet High School and Kenwood Academy at the University of Illinois, Mayor Lightfoot recalled an incident in which a raucous and enthusiastic student section from Whitney Young shouted their disapproval to a call made by a referee and how Dr. Kenner stood up at that moment and called out to the crowd which immediately became quiet. This level of respect for Dr. Kenner and the legacy of excellence she fostered among faculty and students is a testament to her remarkable character and leadership, the Mayor declared. Expressing appreciation and best wishes on behalf of a grateful city, Mayor Lightfoot then invited Dr. Joyce Kenner, accompanied by her granddaughter Juliana, to the Mayor's rostrum where she presented her with a parchment copy of the congratulatory resolution.

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*Rules Suspended* -- GRATITUDE EXTENDED TO ALDERMAN MICHELE SMITH FOR DEDICATED SERVICE TO RESIDENTS OF 43<sup>RD</sup> WARD.

[R2022-965]

The Honorable Lori E. Lightfoot, Mayor, presented the following communication:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen O'Shea, Cappleman, Ramirez-Rosa, Rodriguez, Burnett, Villegas, Napolitano, Mitts, Ervin, Brookins, Dowell, Tunney, Hadden, Silverstein, Sadlowksi Garza, King, Vasquez, Reilly, Gardiner, Lee and Martin, a resolution honoring Michele Smith for her services as alderman of the 43<sup>rd</sup> Ward.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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

The following is said proposed resolution:

WHEREAS, In recognition of her leadership and appreciation of her tireless work improving the lives of the residents of the 43<sup>rd</sup> Ward and all Chicagoans through zealous advocacy as a member of the City Council, the members of this chamber are pleased to congratulate Alderman Michele Smith, on the occasion of her retirement from the Council on August 12, 2022; and

WHEREAS, Upon her graduation from the State University of New York at Buffalo in 1976, Alderman Smith moved to Chicago to begin law school at The University of Chicago Law School; and

WHEREAS, Upon her graduation from The University of Chicago Law School in 1979, Alderman Smith spent two years clerking for Judge William J. Bauer of the United States Court of Appeals for the Seventh Circuit; and

WHEREAS, Alderman Smith began her legal career in Chicago in the United States Attorney's Office, prosecuting over 400 narcotics, white-collar criminal, and political corruption cases; and

WHEREAS, Alderman Smith spent the next 16 years at Navistar International Corporation, becoming general counsel for a \$2.5 Billion subsidiary, the Engine Group; and

WHEREAS, Alderman Smith has lived for over 40 years in the 43<sup>rd</sup> Ward, raising her daughter there, and being active in the community; and

WHEREAS, Initially elected in 2011 as alderman of the 43<sup>rd</sup> Ward, Alderman Smith was re-elected by her constituents for additional terms in 2015 and 2019; and

WHEREAS, As alderman, Michele Smith placed a premium on grassroots community engagement and providing direct services to her constituents; and

WHEREAS, Alderman Smith advocated for and succeeded in obtaining infrastructure improvements and increased public safety resources for her community and constituents; and

WHEREAS, Additionally, Alderman Smith worked to secure funds to expand and improve the schools and parks in her ward; and

WHEREAS, Alderman Smith chaired the City Council's Ethics and Governmental Operations Committee where she worked to make the city more equitable and transparent, including spearheading a series of governmental ethics reform ordinances; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby congratulate Alderman Michele Smith on the occasion of her retirement; express to her our heartfelt gratitude for her exemplary service to the residents of our great city; and extend to her our best wishes for continued health, happiness, prosperity, and success; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Alderman Michele Smith as a sign of our appreciation and esteem.

On motion of Alderman Mitchell, seconded by Aldermen Hairston, Mitts, Dowell, Harris, Waguespack, Hadden, Silverstein, Burnett, Sposato, Osterman, Vasquez, La Spata, Cárdenas, Martin, Knudsen, Reilly, Tunney, Nugent, Sadlowski Garza, Austin and Rodriguez, the foregoing proposed resolution was *Adapted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Lori E. Lightfoot, Mayor, rose and joined the members of the City Council in congratulating Alderman Michele Smith on her retirement as Alderman of the 43<sup>rd</sup> Ward. Lauding Alderman Smith as a fierce advocate for the residents of the 43<sup>rd</sup> Ward and a dedicated fiduciary for the City of Chicago, Mayor Lightfoot also acknowledged her welcomed counsel, clear-headedness, and ability to analyze issues and resolve conflict when working together on challenges facing the city. Alderman Smith was integral in the passage of the Civilian Oversight Ordinance and an outspoken advocate for ethics reform, the Mayor stated, and all Chicago is proud of her extraordinary record of public service and contributions to improving City government and the quality of life for all residents. "You are a mensch in the truest sense of the word", the Mayor continued, "and thank you for honoring the City with your service."

At this point in the proceeding, Alderman Harris moved to *Suspend the Rules Temporarily* to allow Alderman Smith the opportunity to address the Body. The motion *Prevailed*.

Speaking from the Clerk's rostrum, Alderman Smith thanked Mayor Lightfoot and the members of the City Council for their kind words and expressed congratulations to Alderman Knudsen on his confirmation as new 43<sup>rd</sup> Ward Alderman. Thanking her staff and the employees of the City of Chicago for their dedication to public service, Alderman Smith also commended her City Council colleagues for their many innovative and transformative ideas over the years and their support for government reforms on ethics and transparency declaring her pride in "the work we did together to reverse the course of the historic river of corruption in Chicago". Alderman Smith then conveyed special thanks to her husband Leigh Weber for his good humor, love and support and to her family. In the tradition of the Aldermen of the 43<sup>rd</sup> Ward, Alderman Smith stated that she will remain a resident of the community and will continue to work on behalf of the ward including as a volunteer at Youth for a Better Future to help empower and mentor youth at Marshal Field Garden Apartments and with helping to bring to realization the North Branch Park and Nature Preserve green space project. Reflecting on the role and responsibilities of aldermanic service and to dispel some general misconceptions, Alderman Smith declared aldermen a direct link to the people of their ward who hear their voices and provide services that improve the quality of life for constituents. "Fixing streets, planting trees and picking up the trash are not lowly things and are not answers of themselves, they create the support system so that people in our city can work, raise their families and build their lives", Alderman Smith stated, and providing services to constituents and keeping them informed are among the "most important things we do". "Our office is where we give voice to the people in deciding the fate of their own communities in direct democracy...helping people have a place." Acknowledging the importance of public protest in American society, Alderman Smith identified that "it is in every day listening where we fill a critical part of the American experiment of making democracy work", noting that the image depicted in captures the idea that "People everywhere want a say in what goes on in their immediate surroundings. Their voices matter." Referencing the famous painting "Freedom of Speech" by Norman Rockwell, Alderman Smith observed that the image depicted in the painting captures the idea that the "hallmark of democracy is to do what the people need on the things that affect them". Local grass roots government is the most direct and honorable place for people to have a voice, Alderman Smith concluded, and a vehicle to work out compromises and to help our neighbors live in peace. Expressing her appreciation again for the opportunity to represent the constituents of the 43<sup>rd</sup> Ward and the people of Chicago, Alderman Smith stating that "It has been the honor of my life to serve".

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I transmit herewith, together with Aldermen O'Shea, Cappleman, Ramirez-Rosa, Rodriguez, Burnett, Villegas, Napolitano, Mitts, Ervin, Brookins, Dowell, Tunney, Hadden, Silverstein, Sadlowski-Garza, King, Vasquez, Reilly, Gardiner, Lee, Martin, Tabares, La Spata, Cárdenas, Sigcho-Lopez, Maldonado, Reboyras, Cardona and Rodriguez-Sanchez, a resolution commemorating Hispanic Heritage Month.

Your favorable consideration of this resolution will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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

The following is said proposed resolution:

WHEREAS, The United States observes National Hispanic Heritage Month every year from September 15 through October 15 to recognize and celebrate the immense contributions of Hispanic and Latino peoples, who have shaped our society and culture, and helped to make the United States a diverse, thriving, and vibrant democracy; and

WHEREAS, In 1988, thanks in large part to the efforts of Senator Paul Simon from Illinois, the United States Congress passed Public Law 100-402, authorizing the President of the United States to designate September 15 through October 15 as "National Hispanic Heritage Month"; and

WHEREAS, Today, National Hispanic Heritage Month is celebrated nationwide at local festivals, art shows, conferences, community gatherings, and other events emphasizing the rich history, culture, and traditions of Hispanic and Latino peoples; and

WHEREAS, Illinois has the fifth largest population of Hispanics and Latinos in the continental United States, and Latino and Hispanic-owned businesses represent a major economic engine in the City of Chicago; and

WHEREAS, Nearly 820,000 Chicago residents, including more than 150,000 Chicago Public Schools students, identify as Hispanic or Latino; and

WHEREAS, The Chicago City Council Latino Caucus is made up of 13 members of the City Council and represents a diverse group of neighborhoods and communities across Chicago while advocating for the interests and advancement of Hispanics and Latinos; and

WHEREAS, The city recognizes that diversity is one of Chicago's greatest strengths, and remains committed to being a "Welcoming City" for all its residents; and

WHEREAS, The city is firmly devoted to responding to the needs of asylum seekers and has worked with county and state leaders, and in partnership with community organizations, to welcome migrants seeking sanctuary; and

WHEREAS, The city embraces persons from all states and territories, and has begun mobilizing its response to support those affected by the 2022 hurricane season; and

WHEREAS, National Hispanic Heritage Month provides Chicagoans with an opportunity to reflect on our shared history and to celebrate the rich mosaic of peoples and cultures that have built and strengthened our city, and that have contributed to our collective fight for equality and justice; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby reaffirm our prior designation of September 15 through October 15 as Hispanic Heritage Month in the City of Chicago, and encourage all Chicagoans to acknowledge the impact Hispanic and Latino peoples have had on our great city.

On motion of Alderman Mitchell, seconded by Aldermen Villegas, Cárdenas, Maldonado, Ervin, Mitts, Burnett, Hadden, King, Rodriguez, Rodriguez-Sanchez, La Spata, Sposato, Waguespack, Sigcho-Lopez, Lopez and Lee, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

At this point in the proceedings, the Honorable Lori E. Lightfoot, Mayor, joined the members of the City Council in recognizing and celebrating Hispanic Heritage Month in the City of Chicago and the deep diversity and importance of the Latino and Hispanic community to the fabric of who we are as Chicagoans. One of the newest challenges we now face as a city is the arrival of migrants and asylum seekers transplanted from Texas to Chicago, the Mayor observed, and the response and incredible unity, warmth and good-natured heart shown by Chicago's Latino and Hispanic community to welcome this population to our city is a true testament not only to who they are as a community but also who we are as a city. City employees, community organizers, not-for-profit organizations, faith leaders and private citizens across Chicago have joined together to provide support and resources to these newest residents, the Mayor stated, and a debt of gratitude and recognition is owed to these individuals, some who are in attendance today including Pastor John Zayus, for their heroic, selfless and caring actions demonstrated throughout the COVID pandemic and now in response to this latest challenge -- "doing God's work every day because it is the right thing to do". Reflecting on the recent devastation caused by Hurricane Ian on the island of Puerto Rico and the challenges they now face, Mayor Lightfoot declared her commitment to and support of the people of Puerto Rico and the Puerto Rican community in our city who are worried about the safety of their loved ones. "It is not enough to have words to say you are a Welcoming City", the Mayor stated, "we need to show our values in concrete, tangible ways. I believe that and I know each and every one of you do as well." Eagerly anticipating her upcoming meeting with dignitaries in Mexico City to further strengthen the ties and bonds between our two cities, Mayor Lightfoot called upon the members of the City Council to support her proposed year 2023 City Budget calling for additional resources to ensure that we can meet the moment that we are facing now and into the future. Today is a day of celebration, the Mayor declared, and a day of recognition and thanks to the members of the Latino and Hispanic community who have made Chicago all the better because of their individual and collective contributions and sacrifices. Mayor Lightfoot then invited Ernesto Martinez from the Illinois Secretary of State's office, Katarina Ramos and Cecilia Mendoza from the Heartland Alliance, Carlos Rivas from Chicago COPA, Laura Mendoza from the Resurrection Project, Gabriella Nelson from the Chicago Department of Housing, Noel Sanchez from the Chicago Police Department, and Pastor John Zayas and Pastor Iliana Zayas from Grace and Peace Church to the Mayor's rostrum where she presented each with a parchment copy of the congratulatory resolution.

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*Rules Suspended* -- DECLARATION OF OCTOBER 11, 2022 AS "OFFICIAL DAY OF THE GIRL" IN CHICAGO.

[R2022-833]

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

The following is said proposed resolution:

WHEREAS, The United Nations established October 11, 2012 as the first annual International Day of the Girl, supported and co-sponsored by the United States and 97 other countries; and

WHEREAS, The International Day of the Girl campaign calls on communities across the globe to recognize that girls worldwide face many injustices such as discrimination, gender stereotypes, commercial sexual exploitation, gender violence, health disparities, child marriage, and lack of education; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Pat Dowell, Alderman of the 3<sup>rd</sup> Ward; and

WHEREAS, The International Day of the Girl campaign works to empower girls to fight for their rights, as well as celebrate their contributions; and

WHEREAS, Locally, the City of Chicago joins the Girls Like Me Project, Inc. in working to support the empowerment of inner-city girls so that they may join the global movement advocating for girls; and

WHEREAS, Girls Like Me Project, Inc. recognizes the socio-economic challenges that inner-city girls face including violence, commercial sexual exploitation, poverty, sexualized and stereotyped media portrayals, health and education inequity, poor self-esteem and a teenage birth rate that is one-and-one-half times higher than the national average; and

WHEREAS, Since 2012, Girls Like Me Project, Inc. has hosted Chicago Day of the Girl to commemorate this global day in an effort to bring together more than 500 adolescent girls ages 13 to 18 to expose them to mentorship opportunities and social emotional support; and

WHEREAS, The City of Chicago encourages girls to develop their leadership skills and to increase their participation in sports, science and math-related activities and to graduate high school, and supports girls as they gain the tools to speak out against and effect change upon social injustices and media stereotypes; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council the City of Chicago, in recognition of the International Day of the Girl, hereby designate October 11, 2022 as the official Chicago Day of the Girl, and request that all residents of Chicago join in the celebration of the inherent potential of all girls, and to support, protect, and direct resources and development opportunities to girls in the unobstructed pursuit of their dreams.

On motion of Alderman Mitchell, the foregoing proposed resolution was *Adopted* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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REGULAR ORDER OF BUSINESS RESUMED.

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*Referred* -- APPOINTMENT OF SANDRA BLAKEMORE AS COMMISSIONER OF DEPARTMENT OF ASSETS, INFORMATION AND SERVICES.

[A2022-146]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on the Budget and Government Operations*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- REAPPOINTMENT OF MAURICE D. COX AS MEMBER OF COMMUNITY DEVELOPMENT COMMISSION.

[A2022-128]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Maurice D. Cox as a member of the Community Development Commission for a term effective immediately and expiring February 26, 2027.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred* -- REAPPOINTMENT OF JACOB ELKINS-RYAN AS MEMBER OF LAKEVIEW EAST COMMISSION (SPECIAL SERVICE AREA NO. 8).

[A2022-132]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Jacob Elkins-Ryan as a member of Special Service Area Number 8, the Lakeview East Commission, for a term expiring February 15, 2026, such period allocated as follows: a term effective immediately and expiring February 15, 2023, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- APPOINTMENT OF TIMOTHY C. AMOS AS MEMBER OF HOWARD STREET COMMISSION (SPECIAL SERVICE AREA NO. 19).

[A2022-133]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Timothy C. Amos as a member of Special Service Area Number 19, the Howard Street Commission, for a term expiring June 13, 2026, such period allocated as follows: a term effective immediately and expiring June 13, 2023, to complete the unexpired term of Carrie J. Sullivan, who has resigned, followed immediately by a full three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- REAPPOINTMENT OF KELLY CHENG AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2022-134]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Kelly Cheng as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- REAPPOINTMENT OF WINSTON FENG AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2022-135]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Winston Feng as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- REAPPOINTMENT OF PATRICIA A. HUTZEL AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2022-136]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

9/21/2022

COMMUNICATIONS, ETC.

51447

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Patricia A. Hutzel as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- REAPPOINTMENT OF DAVID B. RETTKER AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2022-137]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed David B. Rettker as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred* -- REAPPOINTMENT OF LESLEY SHOWERS AS MEMBER OF UPTOWN COMMISSION (SPECIAL SERVICE AREA NO. 34).

[A2022-139]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Lesley Showers as a member of Special Service Area Number 34, the Uptown Commission, for a term effective immediately and expiring October 4, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- REAPPOINTMENT OF ROBBIE TINA SANDERS AS MEMBER OF 103<sup>RD</sup>/HALSTED COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2022-140]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Robbie Tina Sanders as a member of Special Service Area Number 45, the 103<sup>rd</sup>/Halsted Commission, for a term effective immediately and expiring March 9, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- APPOINTMENT OF DEBORAH J. PAYNE AS MEMBER OF 51<sup>ST</sup> STREET COMMISSION (SPECIAL SERVICE AREA NO. 52-2021).

[A2022-148]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Deborah J. Payne as a member of Special Service Area Number 52-2021, the 51<sup>st</sup> Street Commission, for a term effective immediately and expiring October 26, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred --* REAPPOINTMENT OF SAIMA CAUSEVIC AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2022-144]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Saima Causevic as a member of Special Service Area Number 60, the Albany Park Commission, for a term effective immediately and expiring January 15, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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

[A2022-145]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Andrew Chao as a member of Special Service Area Number 60, the Albany Park Commission, for a term expiring

January 15, 2026, such period allocated as follows: a term effective immediately and expiring January 15, 2023 to complete the unexpired term of Stephanie D. Fishel, who has resigned, followed immediately by a three-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- APPOINTMENT OF SARA T. LOPEZ AS MEMBER OF ALBANY PARK COMMISSION (SPECIAL SERVICE AREA NO. 60).

[A2022-141]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Sara T. Lopez as a member of Special Service Area Number 60, the Albany Park Commission, for a term effective immediately and expiring January 15, 2025.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred* -- REAPPOINTMENT OF PATRICK A. TARPEY AS MEMBER OF SAUGANASH COMMISSION (SPECIAL SERVICE AREA NO. 62).

[A2022-142]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have reappointed Patrick A. Tarpey as a member of Special Service Area Number 62, the Sauganash Commission, for a term effective immediately and expiring January 15, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- APPOINTMENT OF JASON CAREF AS MEMBER OF LAWRENCE/PULASKI/ELSTON COMMISSION (SPECIAL SERVICE AREA NO. 79).

[A2022-143]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Economic, Capital and Technology Development*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Jason Caref as a member of Special Service Area Number 79, the Lawrence/Pulaski/Elston Commission, for a term effective immediately and expiring July 20, 2024.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- APPOINTMENT OF VICKY ARROYO AS MEMBER OF CHICAGO  
LOW-INCOME HOUSING TRUST FUND BOARD.

[A2022-130]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was  
*Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Vicky Arroyo as a member of the Chicago  
Low-Income Housing Trust Fund Board for a term effective immediately and expiring  
December 31, 2024, to complete the unexpired term of Thomas J. McNulty, who has  
resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred --* APPOINTMENT OF NATASHA HAMILTON AS MEMBER OF CHICAGO LOW-INCOME HOUSING TRUST FUND BOARD.

[A2022-131]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Natasha Hamilton as a member of the Chicago Low-Income Housing Trust Fund Board for a term effective immediately and expiring December 31, 2023, to complete the unexpired term of Sedy Soto, who has resigned.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred --* APPOINTMENT OF COLLEEN MAHONEY AS MEMBER OF CHICAGO LOW-INCOME HOUSING TRUST FUND BOARD.

[A2022-129]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Housing and Real Estate:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Colleen Mahoney as a member of the Chicago Low-Income Housing Trust Fund Board for a term expiring December 31, 2024, such period allocated as follows: a term effective immediately and expiring December 31, 2022, to complete the unexpired term of Alisa S. Rodriguez, who has resigned, followed immediately by a full two-year term.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred -- APPOINTMENT OF ADAM RUBIN AS MEMBER OF COMMISSION ON CHICAGO LANDMARKS.*

[A2022-147]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was *Referred to the Committee on Zoning, Landmarks and Building Standards:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- I have appointed Adam Rubin as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023, to complete the unexpired term of Paola D. Aguirre Serrano, who has retired.

Your favorable consideration of this appointment will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- AMENDMENT OF CHAPTERS 2-25, 9-8 AND 10-28 OF MUNICIPAL CODE TO CODIFY EXPANDED OUTDOOR DINING PROGRAM.

[O2022-2980]

The Honorable Lori E. Lightfoot, 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

September 21, 2022.

*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 amending the Municipal Code to codify the Expanded Outdoor Dining Program.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

9/21/2022

COMMUNICATIONS, ETC.

51457

*Referred* -- ISSUANCE OF MULTI-FAMILY LOAN OR GRANT FUNDS FOR 1201 N. CALIFORNIA AVE. DEVELOPMENT PROJECT.

[O2022-2996, O2022-2997]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

*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 ordinances authorizing the issuance of multi-family loan or grant funds for the 1201 North California Avenue development project.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
*Mayor.*

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*Referred* -- AMENDMENT OF TAX INCREMENT FINANCING REDEVELOPMENT PLANS AND PROJECTS FOR VARIOUS AREAS TO EXTEND TERM BY 12 YEARS.

[O2022-2929, O2022-2930, O2022-2941,  
O2022-2952, O2022-2958, O2022-2963]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing amendments to six TIF redevelopment plans and projects to extend the term of the districts by 12 years.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

---

*Referred* -- SIXTY-SECOND AMENDMENT TO ADMINISTRATIVE SERVICES AGREEMENT WITH SOMERCOR 504, INC. TO EXTEND SMALL BUSINESS IMPROVEMENT FUND PROGRAM TO NEW 105<sup>TH</sup> STREET AND VINCENNES AVENUE TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AREA, INCREASE GRANT FUNDS, AMEND PROGRAM RULES, AND AUTHORIZE SOMERCOR 504, INC. TO CONTINUE PROVIDING ADMINISTRATIVE SERVICES.  
[O2022-2974]

The Honorable Lori E. Lightfoot, 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

September 21, 2022.

*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 sixty-second amendment to the administrative services agreement with SomerCor 504.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- TERMINATION OF ARCHER COURTS, MONTCLARE, PETERSON/CICERO AND ROOSEVELT/UNION TAX INCREMENT FINANCING REDEVELOPMENT PLANS AND PROJECTS.

[O2022-2984, O2022-2985,  
O2022-2986, O2022-2987]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the termination of the Archer Courts, Montclare, Peterson/Cicero and Roosevelt/Union TIF districts.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred* -- RESTRUCTURING OF LOAN AND TRANSFER OF OWNERSHIP AND MANAGEMENT OF SOUTH PARK PLAZA TO NEW OWNER.

[O2022-2995]

The Honorable Lori E. Lightfoot, 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

September 21, 2022.

*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 transfer of ownership and management of South Park Plaza to a new owner.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- DECLARATION OF OFFICIAL INTENT TO ISSUE TAX-EXEMPT MULTI-FAMILY HOUSING REVENUE BONDS FOR SACRED APARTMENTS DEVELOPMENT PROJECT AT 9230 S. BURLEY AVE.

[O2022-2998]

The Honorable Lori E. Lightfoot, 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

September 21, 2022.

*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 housing revenue bonds for the SACRED Apartments Development Project.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- EXECUTION OF TAX INCREMENT FINANCING REDEVELOPMENT AGREEMENTS WITH VARIOUS ENTITIES AT VARIOUS LOCATIONS.

[O2022-3009, O2022-3010,  
O2022-3011, O2022-3012]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Committee on Finance*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the execution of tax increment financing redevelopment agreements with various entities.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred --* SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2022  
ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[O2022-2992]

The Honorable Lori E. Lightfoot, 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

September 21, 2022.

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

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

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred* -- PUBLIC HEARINGS ON RECONSTITUTION OF VARIOUS SPECIAL SERVICE AREAS.

[O2022-3016, O2022-3017, O2022-3018, O2022-3019,  
O2022-3020, O2022-3021, O2022-3022]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the establishment, reconstruction, term and boundary expansion and 2023 budget and services of specified Special Service Areas, and the execution of service provider agreements with various entities.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- SUPPORT OF COOK COUNTY CLASS 6(b) TAX INCENTIVES FOR PROPERTIES AT VARIOUS LOCATIONS.

[O2022-3003, O2022-3004, O2022-3005,  
O2022-3006, O2022-3007, O2022-3008]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing a favorable tax status for specified properties located in the city.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred -- TAX LEVY, SCOPE OF SERVICES, BUDGET AND MANAGEMENT AGREEMENTS FOR VARIOUS SPECIAL SERVICE AREAS.*

[O2022-2979, O2022-3013,  
O2022-3014, O2022-3015]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the establishment, reconstruction,

term and boundary expansion and 2023 budget and services of specified Special Service Areas, and the execution of service provider agreements with various entities.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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

[O2022-2988, O2022-2989, O2022-2990,  
O2022-2991, O2022-3001, O2022-3002]

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

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Planning and Development, I transmit herewith ordinances authorizing the sale of City-owned properties under the Adjacent Neighbors Land Acquisition Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

*Referred -- SALE OF CITY-OWNED LOTS FOR BUILDING HOMES UNDER CITY LOTS FOR WORKING FAMILIES PROGRAM.*

[O2022-2999, O2022-3000]

The Honorable Lori E. Lightfoot, Mayor, submitted the following communication which was, together with the proposed ordinances transmitted therewith, *Referred to the Housing and Real Estate:*

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

*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 ordinances authorizing the sale of City-owned lots for building homes under the City Lots for Working Families Program.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred -- NEGOTIATED SALE OF CITY OWNED PROPERTIES.*

[O2022-2981, O2022-2982, O2022-2983]

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

9/21/2022

COMMUNICATIONS, ETC.

51467

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

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

Your favorable consideration of these ordinances will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- INTERGOVERNMENTAL AGREEMENT WITH COMMUTER RAIL DIVISION OF REGIONAL TRANSPORTATION AUTHORITY REGARDING METRA DONATION OF HISTORIC RAIL CAR AND TRACKPANELS FOR USE AT CITY'S JOINT PUBLIC SAFETY TRAINING CAMPUS.

[O2022-2993]

The Honorable Lori E. Lightfoot, 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

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Assets, Information and Services, I transmit herewith an ordinance authorizing the execution of an

intergovernmental agreement with Metra for the donation of a rail car and trackpanels to the City.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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*Referred* -- RENAMING OF HENRY B. CLARKE HOUSE MUSEUM AS CLARKE-FORD HOUSE.

[O2022-2994]

The Honorable Lori E. Lightfoot, 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*:

OFFICE OF THE MAYOR  
CITY OF CHICAGO

September 21, 2022.

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

LADIES AND GENTLEMEN -- At the request of the Commissioner of Cultural Affairs and Special Events, I transmit herewith an ordinance authorizing the renaming of the Henry B. Clarke House as the Clarke-Ford House.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

(Signed) LORI E. LIGHTFOOT,  
Mayor.

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

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

*Placed On File* -- EXECUTIVE ORDER 2022-3 REGARDING ESTABLISHMENT OF CHICAGO AS SAFE HAVEN FOR REPRODUCTIVE RIGHTS.

[F2022-48]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of July 28, 2022, received in the Office of the City Clerk on July 28, 2022, transmitting Executive Order 2022-3, establishing Chicago as a safe haven for reproductive rights, which was *Placed on File*.

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*Placed On File* -- APPOINTMENT OF BETH LYNN BROWN AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-61]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment of Beth Lynn Brown as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of her successor, which was *Placed on File*.

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*Placed On File* -- APPOINTMENT OF ANTHONY DRIVER, JR. AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-56]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment of Anthony Driver, Jr. as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of his successor, which was *Placed on File*.

*Placed On File* -- APPOINTMENT OF OSWALDO GOMEZ AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-57]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment of Oswaldo Gomez as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of his successor, which was *Placed on File*.

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*Placed On File* -- APPOINTMENT OF YVETTE LOIZON AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-55]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment of Yvette Loizon as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of her successor, which was *Placed on File*.

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*Placed On File* -- APPOINTMENT OF CLIFFORD M. NELLIS AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-58]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment of Clifford M. Nellis as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of his successor, which was *Placed on File*.

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*Placed On File* -- APPOINTMENT OF REMEL TERRY AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-59]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment

of Remel Terry as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of her successor, which was *Placed on File*.

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*Placed On File* -- APPOINTMENT OF ISAAC D. TRONCOSO AS INTERIM COMMISSIONER OF COMMUNITY COMMISSION FOR PUBLIC SAFETY AND ACCOUNTABILITY.

[F2022-60]

A communication from the Honorable Lori E. Lightfoot, Mayor, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting the appointment of Isaac D. Troncoso as an Interim Commissioner of the Community Commission for Public Safety and Accountability effective September 1, 2022, and expiring upon the appointment of his successor, which was *Placed on File*.

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*Placed On File* -- RESIGNATION OF MICHELE SMITH AS ALDERMAN OF 43<sup>RD</sup> WARD.

[F2022-49]

A communication from Michele Smith, under the date of August 1, 2022, received in the Office of the City Clerk on August 2, 2022, addressed to Shela Syndor, Administrative Services Officer, transmitting her letter of resignation as Alderman of the 43<sup>rd</sup> Ward effective August 12, 2022, which was *Placed on File*.

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*Placed On File* -- FUNDING LOAN NOTIFICATION OF CITY OF CHICAGO MULTI-FAMILY HOUSING REVENUE BONDS (BARBARA JEAN WRIGHT COURT APARTMENTS PROJECT), SERIES 2022.

[F2022-66]

A communication from Jennie Huang Bennett, Chief Financial Officer, under the date of September 15, 2022, received in the Office of the City Clerk on September 16, 2022,

transmitting the Funding Loan Notification of the City of Chicago Multi-Family Housing Revenue Note (Barbara Jean Wright Court Apartments Project), Series 2022, together with the Notification of Sale, Acknowledgement of Filing, Terms of Bonds and Bond Indenture, which was *Placed on File*.

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*Placed On File* -- AMENDMENT NO. 6 TO BRONZEVILLE TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2022-64]

A communication from Karen Sun, Assistant Corporation Counsel, under the date of September 2, 2022, received in the Office of the City Clerk on September 2, 2022, transmitting Amendment Number 6 to the Bronzeville Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

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*Placed On File* -- AMENDMENT NO. 2 TO KINZIE INDUSTRIAL CONSERVATION AREA TAX INCREMENT FINANCING REDEVELOPMENT PROJECT AND PLAN.

[F2022-52]

A communication from Ranti B. Oseni, Assistant Corporation Counsel, under the date of July 29, 2022, received in the Office of the City Clerk on July 29, 2022, transmitting Amendment Number 2 to the Kinzie Industrial Conservation Area Tax Increment Financing Redevelopment Project and Plan, which was *Placed on File*.

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*Placed On File* -- AMENDMENT NO. 1 TO MADDEN/WELLS TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2022-62]

A communication from J. Allen Thomas, Assistant Corporation Counsel, under the date of September 2, 2022, received in the Office of the City Clerk on September 2, 2022, transmitting Amendment Number 1 to the Madden/Wells Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

*Placed On File* -- AMENDMENT NO. 3 TO PULASKI CORRIDOR TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2022-51]

A communication from Charles E. Rodgers, Jr., Assistant Corporation Counsel, under the date of July 29, 2022, received in the Office of the City Clerk on July 29, 2022, transmitting Amendment Number 3 to the Pulaski Corridor Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

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*Placed On File* -- AMENDMENT NO. 3 TO 43<sup>RD</sup>/COTTAGE GROVE REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2022-63]

A communication from Tenniecia Williams, Assistant Corporation Counsel, under the date of September 2, 2022, received in the Office of the City Clerk on September 2, 2022, transmitting Amendment Number 3 to the 43<sup>rd</sup>/Cottage Grove Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

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*Placed On File* -- RED LINE EXTENSION (RLE) REDEVELOPMENT PROJECT AREA TAX INCREMENT FINANCING REDEVELOPMENT PLAN AND PROJECT.

[F2022-50]

A communication from Keith A. May, Assistant Corporation Counsel, under the date of July 27, 2022, received in the Office of the City Clerk on July 27, 2022, transmitting the Red Line Extension (RLE) Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project, which was *Placed on File*.

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*Placed On File* -- OFFICE OF INSPECTOR GENERAL'S AUDIT REPORT CONCERNING DEPARTMENT OF BUILDINGS' PERMIT INSPECTIONS PROCESS.

[F2022-54]

A communication from the Office of the Inspector General, under the date of August 25, 2022, received in the Office of the City Clerk on August 24, 2022, transmitting the Inspector General's audit report concerning the Department of Buildings' inspection process for construction work subject to permit requirements, which was *Placed on File*.

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

[F2022-53]

A communication from the Office of the Inspector General, under the date of August 9, 2022, received in the Office of the City Clerk on August 8, 2022, transmitting the Inspector General's audit report concerning the Department of Family and Support Services' strategic contracting process for selecting delegate agencies, which was *Placed on File*.

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

**PUBLICATION OF JOURNAL.**

The City Clerk informed the City Council that all those ordinances, et cetera, which were passed by the City Council on July 20, 2022 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 September 21, 2022 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 July 20, 2022, 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.

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**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:

Acquisitions Commons LLC (Application Number 21123) -- to classify as a DX-7 Downtown Mixed-Use District instead of an M2-3 Light Industry District and further, to classify as a Residential-Business Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

West Lake Street; North Ada Street; the 18-foot public alley north of and parallel to West Lake Street; and a line 141.1 feet east of and parallel to North Ada Street (common address: 1338 West Lake Street).

[O2022-2737]

Hammad Ahmad (Application Number 21138) -- to classify as an M2-1 Light Industry District instead of an M1-1 Neighborhood Manufacturing/Business Park District the area shown on Map Number 20-F bounded by:

a line 251 feet north of and parallel to West 83<sup>rd</sup> Street; a line 383.50 feet east of and parallel to South Stewart Avenue; West 83<sup>rd</sup> Street; and a line 203.16 feet east of and parallel to South Stewart Avenue (common address: 320 West 83<sup>rd</sup> Street).

[O2022-2743]

Alloy Property Company 2 LLC (Application Number 21128) -- to classify as a B3-5 Community Shopping District instead of an M2-2 Light Industry District and further, to classify as a Residential-Business Planned Development instead of a B3-5 Community Shopping District the area shown on Map Number 5-G bounded by:

North Kingsbury Street; a line perpendicular to North Kingsbury Street commencing 188.50 feet south of North Southport Avenue, as measured along the northeast property line of North Kingsbury Street; the 18-foot public alley east of and parallel to North Kingsbury Street; and a line measuring 263.49 feet running along a convex curve to the southwest with a radius of 458.37 feet from a point 3 feet south of the northwest corner of Lot 32 to a point 91 feet north of North Magnolia Avenue, as measured along the northeast property line of North Kingsbury Street (common address: 2031 -- 2033 North Kingsbury Street).

[O2022-2628]

Leo Arias (Application Number 21113) -- 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 1-I bounded by:

an alley next north of and parallel to West Superior Street; North Rockwell Street; West Superior Street; and a line 22 feet west of and parallel to North Rockwell Street (common address: 2600 West Superior Street).

[O2022-2686]

Bally's Chicago Operating Company LLC (Application Number 21129) -- to classify as Air Rights-Waterway-Business-Residential Planned Development Number 1426, as amended, instead of Air Rights-Waterway-Business-Residential Planned Development Number 1426 the area shown on Map Number 1-F bounded by:

beginning at West Chicago Avenue; the North Branch of the Chicago River; a line 74.5 feet north of the north line of West Ohio Street extended; a line 451 feet east of the centerline of North Desplaines Street extended; a line 67.50 feet north of the north line of West Ohio Street extended; a line from a point 67.50 feet north of the north line of West Ohio Street extended and 411.96 feet east of the centerline of North Desplaines Street to a point 507.03 feet east of the centerline of North Desplaines Street and 13.0 feet south of the south line of West Ohio Street extended; a line 13.0 feet south of the south line of West Ohio Street extended; the North Branch of the Chicago River; West Grand Avenue; North Desplaines Street; the westerly right-of-way line of the Chicago and Northwestern Railway; the north line of West Ohio Street; a line from a point 60.57 feet west of the westerly right-of-way line of the Chicago and Northwestern Railway along the north line of West Ohio Street to a point and from a point 55.79 feet west of the westerly right-of-way line of the Chicago and Northwestern Railway along a line 67.50 feet north of the north line of West Ohio Street to a point (said line runs diagonally to the northwest for a distance of 84.92 feet); a line 67.50 feet north of the north line of West Ohio Street; the westerly right-of-way line of the Chicago and Northwestern Railway; the south right-of-way line of relocated West Erie Street; the westerly right-of-way line of the Chicago and Northwestern Railway; the northerly right-of-way line of relocated West Erie Street; North Union Avenue; and North Halsted Street (ToB) (common address: 643 -- 741 West Chicago Avenue, 641 -- 739 North Halsted Street, 632 -- 740 West Erie Street, 627 -- 661 West Erie Street, 501 -- 531 North Desplaines Street and 524 -- 630 West Grand Avenue).

[O2022-2629]

Bijou Body Spa LLC (Application Number 21115) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 3-J bounded by:

West 95<sup>th</sup> Street; South Winchester Avenue; a line 131 feet south of and parallel to West 95<sup>th</sup> Street; and a line 80.95 feet west of and parallel to South Winchester Avenue (common address: 1931 -- 1935 West 95<sup>th</sup> Street).

[O2022-2729]

Margarita Bekstiene (Application Number 21120) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 14-J bounded by:

West 59<sup>th</sup> Place; a line 250 feet west of and parallel to South Lawndale Avenue; the public alley next south of West 59<sup>th</sup> Place; and a line 225 feet west of and parallel to South Lawndale Avenue (common address: 3635 -- 3637 West 59<sup>th</sup> Place).

[O2022-2734]

Geraldine W. Bryant (Application Number 21116) -- to classify as a B3-1 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 5-M bounded by:

the alley next north of and parallel to West North Avenue; North Moody Avenue; West North Avenue; and a line 57.57 feet west of and parallel to North Moody Avenue (common address: 6134 -- 6138 West North Avenue).

[O2022-2730]

Robert J. Castillo (Application Number 21163) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-2 Community Shopping District the area shown on Map Number 9-G bounded by:

a line 150.6 feet south of and parallel to West School Street; North Sheffield Avenue; a line 175.6 feet south of and parallel to West School Street; and the public alley west of and parallel to North Sheffield Avenue (common address: 3242 North Sheffield Avenue).

[O2022-2896]

Chicago, Illinois (4644 -- 4658 South Drexel Boulevard) LLC (Application Number 21151T1) -- to classify as a B1-1 Neighborhood Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 10-D bounded by:

a line 260.00 feet north of and parallel to East 47<sup>th</sup> Street; South Drexel Boulevard; East 47<sup>th</sup> Street; and the alley next west of and parallel to South Drexel Boulevard (common address: 4644 -- 4658 South Drexel Boulevard and 832 -- 850 East 47<sup>th</sup> Street).

[O2022-2804]

ChiSai Properties LLC (Application Number 21119T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an M3-3 Heavy Industry District the area shown on Map Number 3-G bounded by:

the alley next north of and parallel to West Augusta Boulevard; a line 250 feet west of and parallel to North Elston Avenue; West Augusta Boulevard; and a line 275 feet next west of and parallel to North Elston Avenue (common address: 1226 West Augusta Boulevard).

[O2022-2733]

Cloud Property Management LLC, 2435 Series (Application Number 21161T1) -- to classify as an RM6 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-I bounded by:

West 24<sup>th</sup> Place; the public alley east of and parallel to South California Boulevard; a line 24.25 feet south of and parallel to West 24<sup>th</sup> Place; and South California Boulevard (common address: 2435 South California Boulevard).

[O2022-2842]

Cloud Property Management LLC, 2719 Series (Application Number 21162) -- to classify as an RM5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-I bounded by:

West 24<sup>th</sup> Street; a line 167.0 feet west of and parallel to South Washtenaw Avenue; the public alley south of and parallel to West 24<sup>th</sup> Street; and a line 191.0 feet west of and parallel to South Washtenaw Avenue (common address: 2719 West 24<sup>th</sup> Street).

[O2022-2843]

The Community Builders, Inc. (Application Number 21122) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District and further, to classify as a Residential-Business Planned Development instead of a B3-3 Community Shopping District the area shown on Map Number 45-B bounded by:

North Western Avenue; a line 191 feet north of the north right-of-way line of West Leland Avenue, as platted pursuant to P.J. Sexton's Addition to Chicago; the alley next east of North Western Avenue; West Leland Avenue; the alley next east of North Western Avenue; and a line 73 feet south of the south right-of-way line of West Leland Avenue, as platted pursuant to P.J. Sexton's Addition to Chicago (common address: 4651 -- 4719 North Western Avenue, 2320 -- 2332 West Leland Avenue and 2323 -- 2333 West Leland Avenue).

[O2022-2736]

CorEtt Builders Corporation (Application Number 21134T1) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B2-2 Neighborhood Mixed-Use District the area shown on Map Number 5-H bounded by:

West Fullerton Avenue; a line 275.0 feet east of North Elston Avenue and perpendicular to West Fullerton Avenue; the public alley next south of West Fullerton Avenue; and a line 250 feet east of North Elston Avenue and perpendicular to West Fullerton Avenue (common address: 1905 West Fullerton Avenue).

[O2022-2725]

Cup O' Joe Coffee LLC (Application Number 21126) -- to classify as Business-Residential-Institutional Planned Development Number 1167, as amended, instead of Business-Residential-Institutional Planned Development Number 1167, as amended, the area shown on Map Number 26-E bounded by:

the centerline of East 111<sup>th</sup> Street; the east line of the 30-foot-wide Chicago, Rock Island and Pacific Railroad right-of-way; a line that is 666.93 feet southerly of the centerline of East 103<sup>rd</sup> Street; the centerline of South Woodlawn Avenue; the centerline of the 100-foot-wide South Doty Avenue right-of-way (as occupied); a line that is parallel to and 777.50 feet northerly of the centerline of East 111<sup>th</sup> Street; an arc with a length of 282.74 feet and a radius of 180 feet; and a line that is perpendicular to the centerline of East 111<sup>th</sup> Street and approximately 1,388.35 feet east of the centerline of South Langley Avenue (as measured along the centerline of East 111<sup>th</sup> Street) (common address: 756 East 111<sup>th</sup> Street).

[O2022-2740]

Elio DeArrudah (Application Number 21175) -- 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 95.95 feet north of and parallel to West Dickens Avenue; North Sawyer Avenue; a line 48.0 feet north of and parallel to West Dickens Avenue; and the alley next west of and parallel to North Sawyer Avenue (common address: 2106 -- 2108 North Sawyer Avenue).

[O2022-2942]

Delta Real Estate Holdings LLC (Application Number 21131) -- to classify as a C3-3 Commercial, Manufacturing and Employment District instead of Waterway-Business Planned Development Number 1222 the area shown on Map Number 7-H bounded by:

a line 523.39 feet southeasterly from and parallel with the northwesterly line of vacated Snow Street, extending northeasterly from the centerline of North Elston Avenue, a distance of 312.63 feet; a line parallel with North Damen Avenue extending from the previous point, a distance of 257.83 feet to the westerly dock line of the North Branch of the Chicago River; the North Branch of the Chicago River; a line 25 feet west of and parallel to North Damen Avenue, running a distance of 41.44 feet; a line from and perpendicular to the previous point, running 25 feet easterly to the east line of North Damen Avenue; North Damen Avenue to a point 355.08 feet south of the North Branch of the Chicago River; a line extended west to a point 19.98 feet from the westerly line of North Damen Avenue; a line approximately 294.92 feet in length and parallel with the northwesterly line of vacated Snow Street, extended in a southwesterly direction from the previous point to North Elston Avenue; and North Elston Avenue,

and also, to classify as Waterway-Business Planned Development Number 1222, as amended, instead of a C3-3 Commercial, Manufacturing and Employment District the area shown on Map Number 7-H bounded by:

a line 523.39 feet southeasterly from and parallel with the northwesterly line of vacated Snow Street, extending northeasterly from the centerline of North Elston Avenue, a distance of 312.63 feet; a line parallel with North Damen Avenue extending from the previous point, a distance of 257.83 feet to the westerly dock line of the North Branch of the Chicago River; the North Branch of the Chicago River; a line 5.08 feet southeasterly from and parallel with the northwesterly line of vacated Snow Street; and North Elston Avenue (common address: 2501 North Elston Avenue).

[O2022-2635]

Diamond Properties Group LLC (Application Number 21170T1) -- 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 6-H bounded by:

West 23<sup>rd</sup> Place; South Hoyne Avenue; a line 49.00 feet south of West 23<sup>rd</sup> Place; and the alley next west of and parallel to South Hoyne Avenue (common address: 2334 -- 2336 South Hoyne Avenue).

[O2022-2923]

Kazimierz Dojka (Application Number 21171T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-J bounded by:

West Belmont Avenue; a line 109.60 feet west of and parallel to North Drake Avenue; the alley next south of and parallel to West Belmont Avenue; and a line 134.60 feet west of and parallel to North Drake Avenue (common address: 3545 West Belmont Avenue).

[O2022-2926]

E&O Builders, Inc. (Application Number 21147) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 9-K bounded by:

North Keeler Avenue; a line 115.31 feet north of North Milwaukee Avenue, as measured along the east right-of-way line of North Keeler Avenue; a line 100 feet northeast of and parallel to North Milwaukee Avenue; a line 36.41 feet southeast of North Keeler Avenue and perpendicular to North Milwaukee Avenue, as measured along the north right-of-way line of North Milwaukee Avenue; and North Milwaukee Avenue (common address: 3457 -- 3459 North Milwaukee Avenue).

[O2022-2794]

Ephemeral Solutions, Inc. (Application Number 21155T1) -- to classify as a DS-3 Downtown Service District instead of an M2-3 Light Industry District the area shown on Map Number 1-G bounded by:

a line 233 feet north of and parallel to West Lake Street; the alley next west of and parallel to North Ada Street; the alley next north of and parallel to West Lake Street; a line 50 feet west of and parallel to North Ada Street; West Lake Street; and a line 173 feet west of and parallel to North Ada Street (common address: 1356 -- 1366 West Lake Street).

[O2022-2808]

Fortem Voluntas Partners LLC (Application Number 21133) -- to classify as a DX-7 Downtown Mixed-Use District instead of an M2-3 Light Industry District and further, to classify as a Business Planned Development instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

North Sangamon Street; a line 232 feet north of and parallel to West Kinzie Street; the 18-foot alley east of and parallel to North Sangamon Street; the 12-foot alley north of and parallel to West Kinzie Street; a line 84.9 feet east of and parallel to North Sangamon Street; and West Kinzie Street (common address: 415 North Sangamon Street).

[O2022-2637]

Fox Pilsen 3 LLC (Application Number 21141T1) -- to classify as a B2-5 Neighborhood Mixed-Use District instead of an M1-2 and M3 Limited Manufacturing/Business Park District the area shown on Map Number 4-G bounded by:

West 16<sup>th</sup> Street; South Laflin Street; the alley next south of and parallel to West 16<sup>th</sup> Street; the alley next east of and parallel to South Ashland Avenue; a line 77 feet north of and parallel to West 17<sup>th</sup> Street; a line 103.06 feet northwesterly from a point 109.32 feet east of and parallel to South Ashland Avenue, along the previous said line to a point 96 feet south of and parallel to West 16<sup>th</sup> Street and 65.45 feet east of and parallel to South Ashland Avenue; and a line 65.45 feet east of and parallel to South Ashland Avenue (common address: 1600 South Laflin Street).

[O2022-2755]

Fullerton and Pulaski Property LLC (Application Number 21174) -- to classify as a B3-1 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 5-J bounded by:

West Fullerton Avenue; a line 106.21 feet east of and parallel to North Pulaski Road; the public alley next south of and parallel to West Fullerton Avenue; and North Pulaski Road (common address: 3959 West Fullerton Avenue).

[O2022-2939]

Gallery LKC LLC (Application Number 21117) -- to classify as a C1-1 Neighborhood Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 20-I bounded by:

West 79<sup>th</sup> Street; a line 108.66 feet east of and parallel to South Campbell Avenue; the alley next south of and parallel to West 79<sup>th</sup> Street; a line 83.66 feet east of and parallel to South Campbell Avenue; a line 55 feet south of and parallel to West 79<sup>th</sup> Street; and a line 88.66 feet east of and parallel to South Campbell Avenue (common address: 2449 West 79<sup>th</sup> Street).

[O2022-2731]

Igor Concharko (Application Number 21121) -- to classify as an RT4.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 3-L bounded by:

West Potomac Avenue; the public alley next west of North Central Avenue; a line 52.32 feet south of and parallel to West Potomac Avenue; and North Central Avenue (common address: 1255 -- 1257 North Central Avenue).

[O2022-2735]

Grand Properties Franklin LLC (Application Number 21135) -- to classify as an M2-2 Light Industry District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 1-J bounded by:

West Ohio Street; North Spaulding Avenue; West Franklin Boulevard; a line 348.60 feet west of and parallel to North Spaulding Avenue; the alley next north of and parallel to West Franklin Boulevard; the alley next east of and parallel to North Homan Avenue; the alley next south of and parallel to West Ohio Street; and a line 250 feet east of and parallel to North Homan Avenue (common address: 3300 West Franklin Boulevard).

[O2022-2648]

Antonio and Jessica Greer (Application Number 21169) -- to classify as a B1-1 Neighborhood Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-E bounded by:

a line 50 feet north of and parallel to East 89<sup>th</sup> Street; the alley next east of and parallel to South State Street; a line 25 feet north of and parallel to East 89<sup>th</sup> Street; and South State Street (common address: 8857 South State Street).

[O2022-2922]

Hudson Michigan Avenue Owner LLC (Application Number 21136) -- to classify as a DX-5 Downtown Mixed-Use District instead of a DS-3 and DS-5 Downtown Service District and further, to classify as a Residential-Business Planned Development instead of a DX-5 Downtown Mixed-Use District the area shown on Map Number 4-E bounded by:

South Michigan Avenue; a line 146 feet south of and parallel to East Cermak Road; South Wabash Avenue; and a line 299.75 feet north of and parallel to East 23<sup>rd</sup> Street (common address: 2222 South Michigan Avenue).

[O2022-2669]

JMLL Investment LLC (Application Number 21137) -- to classify as a B3-1 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 5-M bounded by:

the alley north of and parallel to West North Avenue; a line 131.92 feet west of and parallel to North Melvina Avenue; West North Avenue; and a line 156.92 feet west of and parallel to North Melvina Avenue (common address: 6214 West North Avenue).

[O2022-2742]

Kymm La Rosa (Application Number 21159) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 4-F bounded by:

a line 75.0 feet north of and parallel to West Cullerton Street; the public alley next east of and parallel to South Jefferson Street; a line 25.0 feet north of and parallel to West Cullerton Street; and South Jefferson Street (common address: 1931 -- 1933 South Jefferson Street).

[O2022-2812]

Mackinaw Holdings LLC (Application Number 21112) -- to classify as a C1-1 Neighborhood Commercial District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 22-A bounded by:

East 88<sup>th</sup> Street; South Mackinaw Avenue; a line 30 feet south of and parallel to East 88<sup>th</sup> Street; and the alley west of and parallel to South Mackinaw Avenue (common address: 8800 South Mackinaw Avenue).

[O2022-2677]

Joseph Martin (Application Number 21118T1) -- 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 7-I bounded by:

a line 121 feet east of and parallel to North Richmond Street; the alley next north of and parallel to West Nelson Street; a line 146 feet east of and parallel to North Richmond Street; and West Nelson Street (common address: 2924 West Nelson Street).

[O2022-2732]

Oscar Martinez (Application Number 21165) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-J bounded by:

a line 133.25 feet north of and parallel to West 26<sup>th</sup> Street; the public alley next east of and parallel to South Hamlin Avenue; a line 108.25 feet north of and parallel to West 26<sup>th</sup> Street; and South Hamlin Avenue (common address: 2549 South Hamlin Avenue).

[O2022-2913]

Medical Management International, Inc. (Application Number 21157T1) -- to classify as a B3-2 Community Shopping District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 24-H bounded by:

South Western Avenue; a line 177.7 feet south of and parallel to West 95<sup>th</sup> Street; the alley next east of and parallel to South Western Avenue; and a line 377.7 feet south of and parallel to West 95<sup>th</sup> Street (common address: 9517 -- 9535 South Western Avenue).

[O2022-2810]

Mercy Housing, Inc. (Application Number 21125) -- to classify as a DR-5 Downtown Residential District instead of a DX-5 Downtown Mixed-Use District and a DR-3 Downtown Residential District and further, to classify as Residential Planned Development Number \_\_\_\_\_ instead of a DR-5 Downtown Residential District the area shown on Map Number 4-E bounded by:

East 18<sup>th</sup> Street; South Michigan Avenue; a line 80.13 feet south of and parallel to East 18<sup>th</sup> Street; the public alley next west of and parallel to South Michigan Avenue; a line 112.0 feet south of and parallel to East 18<sup>th</sup> Street; and South Wabash Avenue (common address: 45 -- 79 East 18<sup>th</sup> Street, 1801 -- 1809 South Wabash Avenue and 1800 -- 1806 South Michigan Avenue).

[O2022-2739]

Milhouse Development LLC (Application Number 21156) -- to classify as a B3-3 Community Shopping District instead of an RM5 Residential Multi-Unit District the area shown on Map Number 12-D bounded by:

East 47<sup>th</sup> Place; the alley next east of and parallel to South Cottage Grove Avenue; East 48<sup>th</sup> Street; and South Cottage Grove Avenue (common address: 4731 -- 4759 South Cottage Grove Avenue).

[O2022-2809]

Montrose One LLC (Application Number 21154T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 11-J bounded by:

West Montrose Avenue; a line 116.84 feet west of and parallel to North Hamlin Avenue; the public alley next south of and parallel to West Montrose Avenue; and a line 146.84 feet west of and parallel to North Hamlin Avenue (common address: 3811 -- 3813 West Montrose Avenue).

[O2022-2807]

Carol and Stephen Napleton (Application Number 21150) -- 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 15-I bounded by:

West Thorndale Avenue; North Western Avenue; a line 273.71 feet south of and parallel to West Thorndale Avenue; and the alley next west of and parallel to North Western Avenue (common address: 5832 -- 5858 North Western Avenue and 2401 -- 2411 West Thorndale Avenue).

[O2022-2803]

Onni Grand Limited Partnership (Application Number 21130) -- to classify as Residential-Business Planned Development Number 1428, as amended, instead of Residential-Business Planned Development Number 1428 the area shown on Map Number 1-F bounded by:

West Grand Avenue; North Orleans Street; the alley next south of and parallel to West Grand Avenue; a line extended south 215.61 feet west of and parallel to North Orleans Street; a line 109.21 feet south of and parallel to West Grand Avenue; and a line 359.06 feet west of and parallel to North Orleans Street (common address: 369 West Grand Avenue).

[O2022-2630]

Randall's Pub LLC (Application Number 21168) -- to classify as a C1-2 Neighborhood Commercial District instead of a B3-2 Community Shopping District the area shown on Map Number 15-G bounded by:

a line 125 feet north of West Highland Avenue, as measured along the northwesterly line of the public alley next northeast of North Clark Street; the public alley next northeast of North Clark Street; a line 100 feet north of West Highland Avenue, as measured along the northwesterly line of the public alley next northeast of North Clark Street; and North Clark Street (common address: 6341 North Clark Street).

[O2022-2920]

The Red Dog LLC (Application Number 21132) -- to classify as a B3-2 Community Shopping District instead of a B3-1 Community Shopping District the area shown on Map Number 9-I bounded by:

West Irving Park Road; a line 107.12 feet east of and parallel to North Albany Avenue; the alley next south of and parallel to West Irving Park Road; and a line 81.12 feet east of and parallel to North Albany Avenue (common address: 3051 West Irving Park Road).  
[O2022-2636]

Gelacio Rivas (Application Number 21158) -- to classify as an RS3 Residential Single-Unit (Detached House) District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 15-M bounded by:

the public alley next northwest of and parallel to West Hyacinth Street; a line 429 feet northeast of and parallel to North McLeod Avenue; West Hyacinth Street; and a line 399 feet northeast of and parallel to North McLeod Avenue (common address: 6248 West Hyacinth Street).  
[O2022-2811]

Sawyer 2244 LLC (Application Number 21160) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-J bounded by:

a line 153.22 feet north of and parallel to West 23<sup>rd</sup> Street; South Sawyer Avenue; the public alley next north of and parallel to West 23<sup>rd</sup> Street; and the public alley next west of and parallel to South Sawyer Avenue (common address: 2244 South Sawyer Avenue).  
[O2022-2813]

Shareef Capital Management LLC (Application Number 21142) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 18-D bounded by:

a line 50 feet south of and parallel to East 71<sup>st</sup> Street; South Greenwood Avenue; a line 75 feet south of and parallel to East 71<sup>st</sup> Street; and the alley next west of and parallel to South Greenwood Avenue (common address: 7108 South Greenwood Avenue).  
[O2022-2756]

SRD Holdings LLC, Series 2131 Ohio LLC (Application Number 21153T1) -- to classify as a B3-3 Community Shopping District instead of a B3-2 Community Shopping District the area shown on Map Number 3-G bounded by:

a line 386.40 feet south of and parallel to West Blackhawk Street; the alley next east of and parallel to North Ashland Avenue; a line 458.40 feet south of and parallel to West Blackhawk Street; and North Ashland Avenue (common address: 1321 -- 1323 North Ashland Avenue).

[O2022-2806]

Ankido Tamras (Application Number 21144) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an RS3 Residential Single-Unit (Detached House) District the area shown on Map Number 20-D bounded by:

a line 259.46 feet north of and parallel to East 81<sup>st</sup> Street; the alley next east of and parallel to South Dobson Avenue; a line 223.73 feet north of and parallel to East 81<sup>st</sup> Street; and South Dobson Avenue (common address: 8035 South Dobson Avenue).

[O2022-2758]

Two Fish Crab Shack Company (Application Number 21152T1) -- to classify as a B1-3 Neighborhood Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 12-E bounded by:

East 47<sup>th</sup> Street; a line 168.00 feet east of and parallel to South Champlain Avenue; the public alley next south of and parallel to East 47<sup>th</sup> Street; and a line 72.00 feet east of and parallel to South Champlain Avenue (common address: 641 -- 647 East 47<sup>th</sup> Street).

[O2022-2805]

Valwork Properties LLC (Application Number 21167) -- to classify as a B3-2 Community Shopping District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 15-G bounded by:

a line 100 feet north of and parallel to West Thorndale Avenue; North Sheridan Road; West Thorndale Avenue; and a line 150.07 feet west of parallel to North Sheridan Road (common address: 5940 North Sheridan Road).

[O2022-2918]

Vargas Properties LLC (Application Number 21143T1) -- to classify as an RT4 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 2-J bounded by:

West Harrison Street; a line 110.73 feet west of and parallel to South Homan Avenue; the alley next south of and parallel to West Harrison Street; and a line 141.97 feet west of and parallel to South Homan Avenue (common address: 3413 West Harrison Street).

[O2022-2757]

Jesus Villafane (Application Number 21149) -- to classify as a B2-2 Neighborhood Mixed-Use District instead of a B3-1 Community Shopping District the area shown on Map Number 7-N bounded by:

a line 120.20 feet south of and parallel to West Wellington Avenue; a 16-foot public alley next west of and parallel to North Narragansett Avenue; a line 90.20 feet south of and parallel to West Wellington Avenue; and North Narragansett Avenue (common address: 2948 North Narragansett Avenue).

[O2022-2802]

Wabash Southloop Partners LLC (Application Number 21145T1) -- to classify as a B3-3 Community Shopping District instead of an M1-3 Limited Manufacturing/Business Park District the area shown on Map Number 6-E bounded by:

a line 500.31 feet north of and parallel to East 26<sup>th</sup> Street; the alley next east of and parallel to South Wabash Avenue; a line 300.19 feet north of and parallel to East 26<sup>th</sup> Street; and South Wabash Avenue (common address: 2635 South Wabash Avenue).

[O2022-2771]

Verastine Wardlaw (Application Number 21140T1) -- 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 3-M bounded by:

a line 58.44 feet north of and parallel to West Augusta Boulevard; a line 84.50 feet east of and parallel to North Mayfield Avenue; West Augusta Boulevard; and North Mayfield Avenue (common address: 5852 -- 5858 West Augusta Boulevard).

[O2022-2750]

Ning Wei and Hong Hu (Grace and Vincent) (Application Number 21111T1) -- to classify as an RT3.5 Residential Two-Flat, Townhouse and Multi-Unit District instead of an M1-2 Limited Manufacturing/Business Park District the area shown on Map Number 8-G bounded by:

the public alley next north of and parallel to West 37<sup>th</sup> Place; a line 100 feet east of and parallel to South Sangamon Street; West 37<sup>th</sup> Place; and a line 75 feet east of and parallel to South Sangamon Street (common address: 928 West 37<sup>th</sup> Place).

[O2022-2675]

548 Development LLC (Application Number 21139) -- to classify as a B3-2 Community Shopping District instead of a C1-1 Neighborhood Commercial District the area shown on Map Number 1-J bounded by:

a line 210.6 feet south of and parallel to West Chicago Avenue; North Springfield Avenue; West Chicago Avenue; North Avers Avenue; a line 122 feet south of and parallel to West Chicago Avenue; and a line 120.25 feet east of and parallel to West Chicago Avenue,

and also, to classify as Residential-Business Planned Development Number \_\_\_\_\_ instead of a B3-2 Community Shopping District the area shown on Map Number 91-B bounded by:

a line 210.6 feet south of and parallel to West Chicago Avenue; North Springfield Avenue; West Chicago Avenue; North Avers Avenue; a line 122 feet south of and parallel to West Chicago Avenue; and a line 120.25 feet east of and parallel to West Chicago Avenue (common address: 3833 -- 3859 West Chicago Avenue, 739 -- 757 North Springfield Avenue and 746 -- 756 North Avers Avenue).

[O2022-2744]

845 West Madison Street Owner LLC (Application Number 21127) -- to classify as Planned Development Number 1377, as amended, instead of Planned Development Number 1377 the area shown on Map Number 2-G bounded by:

West Madison Street; South Green Street; West Monroe Street; and South Peoria Street (common address: 833 -- 855 West Madison Street, 832 -- 854 West Monroe Street, 1 -- 39 South Peoria Street and 2 -- 40 South Green Street).

[O2022-2741]

1234 West Randolph Developer LLC (Application Number 21124) -- to classify as a DX-7 Downtown Mixed-Use District instead of Business Planned Development Number 1458 and further, to classify as Residential-Business Planned Development Number 1458, as amended, instead of a DX-7 Downtown Mixed-Use District the area shown on Map Number 1-G bounded by:

the public alley next north of West Randolph Street; North Racine Avenue; West Randolph Street; and a line 315.78 feet west of North Racine Avenue (common address: 1200 -- 1234 West Randolph Street/146 -- 162 North Racine Avenue).

[O2022-2738]

2026 South Washtenaw Avenue SPE LLC (Application Number 21146) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of a C1-2 Neighborhood Commercial District the area shown on Map Number 4-I bounded by:

a line 25 feet north of and parallel to West 21<sup>st</sup> Street; South Washtenaw Avenue; West 21<sup>st</sup> Street; and the alley next west of and parallel to South Washtenaw Avenue (common address: 2026 South Washtenaw Avenue).

[O2022-2793]

[O2022-2793]

2111 Damen LLC (Application Number 21173T1) -- to classify as a B2-3 Neighborhood Mixed-Use District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 4-H bounded by:

the public alley next north of West 21<sup>st</sup> Place; a line 26.25 feet east of and parallel to South Damen Avenue; West 21<sup>st</sup> Place; and South Damen Avenue (common address: 1956 --1958 West 21<sup>st</sup> Place/2115 -- 2125 South Damen Avenue).

[O2022-2933]

2453 North Cicero, Inc. (Application Number 21148T1) -- to classify as a C2-1 Motor Vehicle-Related Commercial District instead of a B1-1 Neighborhood Shopping District the area shown on Map Number 7-K bounded by:

a line 74.50 feet south of and parallel to West Altgeld Street; a line 120 feet east of and parallel to North Cicero Avenue; a line 107.67 feet south of and parallel to West Altgeld Street; and North Cicero Avenue (common address: 2453 North Cicero Avenue).

[O2022-2795]

2525 Milwaukee LLC (Application Number 21166T1) -- to classify as a B2-5 Neighborhood Mixed-Use 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 413.57 feet southeast of the intersection of West Logan Boulevard and North Milwaukee Avenue, as measured along the northeast right-of-way line of North Milwaukee Avenue and perpendicular thereto; the alley next northeast of North Milwaukee Avenue; a line 460.61 feet southeast of the intersection of West Logan Boulevard and North Milwaukee Avenue, as measured along the northeast right-of-way line of North Milwaukee Avenue and perpendicular thereto; and North Milwaukee Avenue (ToB) (common address: 2525 North Milwaukee Avenue).

[O2022-2916]

2542 South Albany LLC (Application Number 21172) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-I bounded by:

a line 170.0 feet north of and parallel to West 26<sup>th</sup> Street; South Albany Avenue; a line 146.0 feet north of and parallel to West 26<sup>th</sup> Street; and the public alley next west of and parallel to South Albany Avenue (common address: 2542 South Albany Avenue).

[O2022-2931]

3239 West 23<sup>rd</sup> Street LLC (Application Number 21164) -- to classify as an RM4.5 Residential Multi-Unit District instead of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District the area shown on Map Number 6-J bounded by:

West 23<sup>rd</sup> Street; a line 41.0 feet west of and parallel to South Sawyer Avenue; the public alley south of and parallel to West 23<sup>rd</sup> Street; and a line 66.0 feet west of and parallel to South Sawyer Avenue (common address: 3239 West 23<sup>rd</sup> Street).

[O2022-2911]

6036 Broadway LLC (Application Number 21114) -- to classify as a C1-2 Neighborhood Commercial District instead of a B1-2 Neighborhood Shopping District the area shown on Map Number 15-G bounded by:

a line 56.38 feet north of and parallel to West Norwood Avenue; North Broadway; a line 31.38 feet north of and parallel to West Norwood Avenue; and the alley next west of and parallel to North Broadway (common address: 6036 North Broadway).

[O2022-2689]

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*Referred -- CLAIMS AGAINST CITY OF CHICAGO.*

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

Acumen Law Group LLC and Faro, Bardia	[CL2022-865]
Adam, John C.	[CL2022-963]
Alatorre, Blanca	[CL2022-824]
Allstate Insurance and Boaz, Kathryn	[CL2022-851]
Allstate Insurance and Dismukes, Checolby	[CL2022-850]
Allstate Insurance and Gonzalez, Antonio	[CL2022-928]
Allstate Insurance and Hernandez, Danelia	[CL2022-903]
Allstate Insurance and Siu, Ping	[CL2022-862]
Allstate Insurance and Washington, Mina	[CL2022-840]

Allstate Insurance and Xiong, Wei X.	[CL2022-886]
Altaher, Ahmad T.	[CL2022-876]
Alvarado-Moran, Michael G.	[CL2022-925]
Alwawi, Wafaa	[CL2022-966]
Ambrose, Charles E.	[CL2022-962]
Andoh, Adwoa	[CL2022-944]
Armendariz, William M.	[CL2022-924]
Arvizu, Carmela E.	[CL2022-950]
Belford, Sandra	[CL2022-936]
Bell, Arlene T.	[CL2022-868]
Bergstrom, Corina	[CL2022-880]
Bohan, Cecilia M.	[CL2022-933]
Bonnema, Carly J.	[CL2022-929]
Boyle, Michael H.	[CL2022-917]
Brief, Sam B.	[CL2022-920]
Brown, Kevin A.	[CL2022-921]
Butler, Gwendolyn	[CL2022-830]
Cannon, Kymonee V.	[CL2022-835]
Castillo, Edgar S.	[CL2022-951]
Castillo, Jesline E.	[CL2022-904]
Choudhury, Karen L.	[CL2022-857]
Corley, Damien J.	[CL2022-853]
Crawford, Resean	[CL2022-827]
Cross, Tyler B. (2)	[CL2022-832, CL2022-833]

Cruzado, Dante P.	[CL2022-842]
Daniels, Yvonne D.	[CL2022-946]
Dare, Kathryn M.	[CL2022-875]
Davis, Lavell E.	[CL2022-891]
El-Quesny, Sanam	[CL2022-913]
Farrell, Kevin	[CL2022-941]
Faulkner, Thelma	[CL2022-927]
Fee, Adam C.	[CL2022-965]
Fitzgerald, Christine	[CL2022-940]
Flores, Nicholas R.	[CL2022-967]
Franklin, Malcolm A.	[CL2022-882]
Fulgencio, Franklin S.	[CL2022-895]
Funez, Edwin R.	[CL2022-968]
Gallegos, Connie	[CL2022-855]
Garcia, Cirenica	[CL2022-870]
Garrett, Kimberly D.	[CL2022-861]
Gates, Linda M.	[CL2022-907]
Gbur, Alan T.	[CL2022-859]
Genovia, Emily M.	[CL2022-919]
Goodman, Mark A.	[CL2022-901]
Goodrich, Scott	[CL2022-937]
Grajeda, Angelica	[CL2022-970]

Graziano, Jacqueline	[CL2022-953]
Guidone, Edward M.	[CL2022-964]
Gullion, Caroline A.	[CL2022-911]
Hargraves, Steven R.	[CL2022-956]
Hazelwood, Reginald	[CL2022-923]
Henderson, Dwight D.	[CL2022-926]
Hernandez, Juan C.	[CL2022-954]
Herron, Delfondo S.	[CL2022-905]
Hesser, Kyle S.	[CL2022-888]
Holmes, Pearlina	[CL2022-838]
Hosier, Chapman C.	[CL2022-945]
Howard, Tonia J.	[CL2022-916]
Iancu, Cosmin	[CL2022-860]
Kidd, Elise M.	[CL2022-909]
Kimbrough, Jessica	[CL2022-939]
Kogut, Mark	[CL2022-866]
Kozlovsky, Mark	[CL2022-856]
Krueger, Charlene M.	[CL2022-858]
Kujawa, Meggan T.	[CL2022-922]
Laba, Staszek	[CL2022-846]
Lee, Won I.	[CL2022-887]
Logan-Wright, Linda	[CL2022-932]

Lopez, Cristian	[CL2022-931]
Lopez, Martha M.	[CL2022-826]
Loudon, Sheryl A.	[CL2022-912]
Lowenthal, Michael J.	[CL2022-896]
Lundgren, Demaree A.	[CL2022-848]
Malone-Harper, Latasha	[CL2022-952]
McGee, Tairance J.	[CL2022-892]
McKinley, Reginald D.	[CL2022-836]
McNamara, James L.	[CL2022-869]
Medina, Jose A., Sr.	[CL2022-878]
Mehrberg, Jill	[CL2022-935]
Mendoza, Mandy M.	[CL2022-873]
Milinovic, Marina	[CL2022-819]
Montelongo, Estela	[CL2022-969]
Morquecho, Gilberto R.	[CL2022-872]
Morris, Lionel	[CL2022-910]
Mullins, Edgar A.	[CL2022-930]
Munaco, Anthony F.	[CL2022-906]
Munoz, Karina	[CL2022-884]
Nalls, John H.	[CL2022-934]
Nardoni, Christianna V.	[CL2022-918]
Nusselder, Adam J.	[CL2022-837]
Omwony-Hope, Angela A.	[CL2022-879]

Owens, Mario K.	[CL2022-959]
Pedyash, Denis	[CL2022-852]
Penning, Lucas V.	[CL2022-893]
Pietras, Steven J.	[CL2022-847]
Pointer, Flora M.	[CL2022-915]
Posner, Charlene H. (2)	[CL2022-957, CL2022-958]
Pulphus, Rufus G. for Carter CME Church	[CL2022-898]
Rapacz, Kenneth E.	[CL2022-942]
Reed, Kenneth C.	[CL2022-829]
Renner, Marilyn J.	[CL2022-828]
Rhodes, Eric D.	[CL2022-831]
Rivera, Omar	[CL2022-821]
Ro, Kayla G.	[CL2022-961]
Robinson, Walter, Jr. (3)	[CL2022-947, CL2022-948, CL2022-949]
Rodriguez, Brianna P.	[CL2022-841]
Ross, Yvette	[CL2022-943]
Ruiz, Ashley	[CL2022-825]
Rupert, Dennis E.	[CL2022-899]
Sandoval, Maria N.	[CL2022-900]
Savage, Brandon L.	[CL2022-897]
Scott, Willie M.	[CL2022-849]

Shah, Miteshkumar N.	[CL2022-902]
Shield, Aaron M.	[CL2022-867]
Simpson, Matthew J.	[CL2022-877]
Sosa Gomez, Keneddy	[CL2022-871]
Spencer, Clayton M.	[CL2022-822]
State Farm Insurance and Berezniak, Christopher B.	[CL2022-883]
State Farm Insurance and Depriest, Philip	[CL2022-881]
State Farm Insurance and Locasto, Joseph	[CL2022-823]
Stephens, Patricia A.	[CL2022-843]
StoDomingo, Jayson R.	[CL2022-864]
Suh, Chong M.	[CL2022-854]
Tehrani, Hanibal	[CL2022-938]
Thomas, Anitra	[CL2022-834]
Thompson, Dianne	[CL2022-894]
Unique Insurance and Barginear, Jessie F.	[CL2022-863]
Uribe, Abel	[CL2022-889]
Villarreal, Steven L.	[CL2022-914]
Walker, Luther F.	[CL2022-845]
Walker, Stacey A.	[CL2022-885]
Wang, Xingwu	[CL2022-839]
Ward, Sharon R.	[CL2022-844]
Warren, Herbert L.	[CL2022-960]

Wassel, Mark V.	[CL2022-820]
Wienclawski, Matthew J.	[CL2022-908]
Williams, Stephanie	[CL2022-874]
Woods, Andrew K.	[CL2022-890]

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*Referred --* SUBMISSION OF REFERENDUM QUESTION TO CHICAGO VOTERS REGARDING PROHIBITION FROM ATTACHING CORPORATE NAME OR SELLING NAMING RIGHTS TO SOLDIER FIELD.

[O2022-2508]

A proposed ordinance from Pat Quinn, under the date of July 25, 2022, received in the Office of the City Clerk on July 26, 2022, transmitting a proposed ordinance calling for submission of a public question by referendum to Chicago voters regarding prohibiting the Mayor, City Council, Park District, or any other governmental entity from attaching a corporate name to Soldier Field or selling the naming rights to Soldier Field in any way, which was *Referred to the Committee on Committees and Rules.*

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*Referred --* SUBMISSION OF REFERENDUM QUESTION TO CHICAGO VOTERS REGARDING CITY OF CHICAGO DOING BUSINESS WITH RADIO STATIONS THAT BROADCAST VIOLENT CONTENT.

[O2022-2521]

A proposed ordinance from Reverend Lamont Samuel Ivory, under the date of August 29, 2022, received in the Office of the City Clerk on August 29, 2022, transmitting a proposed ordinance calling for submission of a public question by referendum to Chicago voters regarding prohibiting the City of Chicago from doing business with radio stations that broadcast or promote artists that create violent content; and further, prohibiting the use of City of Chicago property by artists and radio stations that glorify violent content, which was *Referred to a Joint Committee comprised of the members of the Committee on Health and Human Relations and the members of the Committee on Public Safety.*

**REPORTS OF COMMITTEES.**

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**COMMITTEE ON FINANCE.**

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ISSUANCE OF MULTI-FAMILY HOUSING REVENUE BONDS TO GRACE MANOR L.P. FOR CONSTRUCTION OF AFFORDABLE HOUSING AT 3401 -- 3423 W. OGDEN AVE.

[O2022-2414]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance regarding the authority to issue multi-family revenue bonds to Grace Manor L.P. for construction of affordable housing at 3401 -- 3423 West Ogden Avenue, located in the 24<sup>th</sup> Ward (O2022-2414), 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 ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, By virtue of Section 6(a) of Article VII of the 1970 Constitution of the State of Illinois (the "State"), the City of Chicago (the "City") is a home rule unit of government and, as such, may exercise any power and perform any function pertaining to its government and affairs; 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, As a home rule unit and pursuant to the Constitution, the City is authorized and empowered to issue multi-family housing revenue obligations for the purpose of financing the cost of the acquisition, construction, rehabilitation, development, and equipping of affordable multi-family housing facilities for low- and moderate-income families located in the City ("Multi-Family Housing Financing"); and

WHEREAS, Grace Manor L.P., an Illinois limited partnership (the "Borrower"), the general partner of which is Grace Manor LLC, an Illinois limited liability company (the "General Partner"), intends to (i) acquire a vacant plot of land consisting of an underutilized parking lot located at 3401 -- 3423 West Ogden Avenue, Chicago, Illinois, as more particularly described on Exhibit F hereto (the "Project Site") and to (ii) construct on the Project Site a residential rental project consisting of 65 housing units (consisting of a mix of 31 one-bedroom units and 34 two-bedroom units (the "Units")), of which 100 percent will be affordable for households earning no more than 60 percent of the area median income, as well as a ground floor devoted to residential amenities, retail and community space (the "Facility"); and

WHEREAS, The Borrower desires to (i) acquire the Project Site and (ii) obtain Multi-Family Housing Financing from the City for the purpose of financing the construction of the Facility on the Project Site, as further defined in Exhibit A (the "Project"), and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

WHEREAS, East Lake Grace Manor LLC is the Managing Member of the General Partner, with a 50 percent ownership interest (the "Managing Member"), East Lake Management & Development Corporation is the managing member of the Managing Member, and Elzie L. Higginbottom, Jr. is the Sole Shareholder of East Lake Management & Development Corporation ("East Lake Corporation"); and

WHEREAS, Grace at Jerusalem CDC, an Illinois not-for-profit corporation (or an affiliate thereof yet to be determined) ("Grace CDC"), will be the other member of the General Partner, with a 50 percent ownership interest in the General Partner; and

WHEREAS, By this ordinance, the City Council of the City (the "City Council") has determined that it is necessary and in the best interests of the City to provide Multi-Family Housing Financing to the Borrower to pay a portion of the costs of acquiring the Project Site and constructing the Facility thereon, by issuing a series of tax-exempt revenue bonds and using the proceeds of the sale thereof to make an additional loan to the Borrower to finance a portion of the costs of the Project (the "Borrower Loan"); and

WHEREAS, By this ordinance, the City Council has determined that it is necessary and in the best interests of the City to borrow money for the purposes set forth above and in evidence of its limited, special obligation to repay that borrowing, to issue its Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 (the "Bonds"); and

WHEREAS, In connection with the issuance of the Bonds, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into: (i) a Bond Indenture (the "Bond Indenture") between the City and a trustee (the "Bond Trustee") to be selected by the Chief Financial Officer (as defined below), providing for the security for and terms and conditions of the Bonds to be issued, (ii) a Loan Agreement (the "Loan Agreement") among the City, the Borrower and the Bond Trustee providing for the use of the proceeds of the Bonds to make a loan to the Borrower, the proceeds of which will finance a portion of the costs of the Project, (iii) a Bond Purchase Agreement among the City, the Borrower and one or more underwriters for the Bonds, or, alternatively, another sale agreement among the City, the Borrower and one or more purchasers of the Bonds (in each case, a "Bond Purchase Agreement") providing for the sale of the Bonds and the preparation and circulation, if necessary, of a preliminary official statement for the Bonds or, alternatively, another type of disclosure document prepared in connection with the offer and sale of the Bonds (in either case, a "Preliminary Official Statement") and a final official statement or alternative disclosure document prepared in connection with the offer and sale of the Bonds (the "Official Statement"), and (iv) a Tax Regulatory Agreement and/or a tax certificate (a "Tax Agreement") between the City and the Borrower; and

WHEREAS, The principal and interest on the Bonds will be secured by, among other things, Eligible Funds (as defined in the Bond Indenture), which, in the aggregate, do not exceed the amount set forth in the Bond Indenture; and

WHEREAS, In connection with the issuance of the Bonds and the financing of the Project with the proceeds thereof, the City Council has determined by this ordinance that it is necessary and in the best interests of the City to enter into a Land Use Restriction Agreement between the City and the Borrower (the "Land Use Restriction Agreement"); and

WHEREAS, The Bonds and the obligation to pay interest thereon do not now and shall never constitute an indebtedness of or an obligation of the City, the State or any political subdivision thereof, within the purview of any Constitutional limitation or statutory provision, or a charge against the general credit or taxing powers of any of them. No owner of the Bonds shall have the right to compel the taxing power of the City, the State or any political subdivision thereof to pay any principal installment of, prepayment premium, if any, or interest on the Bonds; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 9, 2008, and published at pages 24221 -- 24460 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, as amended (the "Plan"), for the Ogden Pulaski Tax Increment Financing 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 April 9, 2008, and published at pages 24461 -- 24469 of the *Journal* of such date, the Area was designated as a redevelopment project area pursuant to the Act; and

WHEREAS, Pursuant to an ordinance adopted by the City Council on April 9, 2008, and published at pages 24470 -- 24477 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 Plan (the "TIF Ordinance"); and

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

WHEREAS, Pursuant to Resolution Number 22-CDC-11 adopted by the Community Development Commission of the City (the "Commission") on April 5, 2022, the Commission has recommended that the Borrower, together with its affiliates, be designated as the developer for the Project described in Exhibit A hereto, and that the City's Department of Planning and Development ("DPD") be authorized to negotiate, execute and deliver on behalf of the City a redevelopment agreement with the Borrower; and

WHEREAS, By Resolution Number 22-010-21, adopted by the Plan Commission of the City of Chicago (the "Plan Commission") on April 21, 2021, the Plan Commission recommended the sale of the Project Site; and

WHEREAS, By Resolution Number 21-CDC-11, adopted on April 5, 2022, the Commission authorized the DPD to advertise its intent to sell the Project Site to the Borrower and request alternative proposals for the sale and redevelopment of the Project Site; and

WHEREAS, Public notices advertising the proposed sale and requesting alternative proposals appears in the *Chicago Tribune* on April 8, 15 and 22, 2022; and

WHEREAS, No alternative proposals have been received by the deadline set forth in the aforesaid public notices; and

WHEREAS, The Borrower, East Lake Corp and Grace CDC (hereinafter collectively referred to as the "Developer") will be obligated to undertake the Project in accordance with the Plan and the terms and conditions of a proposed redevelopment agreement (the "Redevelopment Agreement") to be executed by Developer and the City, with such Project to be financed in part by certain pledged incremental taxes deposited from time to time in the Special Tax Allocation Fund for the Area (the "TIF Fund") pursuant to Section 5/11-74.4-8(b) of the Act (the "Incremental Taxes"); and

WHEREAS, It is desirable and in the best interest of the citizens of the City to amend the Plan to change the use allowed for the Project Site from public/institutional/open space to mixed-use by adopting "Amendment Number 1 to the Ogden/Pulaski Tax Increment Financing Redevelopment Area Project and Plan", which is attached as Exhibit G ("Amendment Number 1"); and

WHEREAS, Section 5/11-74.4-5(c) of the Act provides that after a municipality has by ordinance approved a redevelopment plan and designated a redevelopment project area, it may amend the plan and redevelopment project area without further public hearing and related notices and procedures including the convening of a joint review board as set forth in the Act; provided that the municipality gives notice of any such changes by mail to each affected taxing district and registrant on the interested parties registry, and by publication in a newspaper of general circulation within the affected taxing district, which notice by mail and by publication shall each occur not later than ten (10) days following the adopting by ordinance of such changes, so long as the amendment does not: (1) add additional parcels of property to the redevelopment project area, (2) substantially affect the general land-uses in the redevelopment plan, (3) substantially change the nature of the redevelopment project, (4) increase the total estimated redevelopment project costs set out in the redevelopment plan by more than five percent (5%) after adjustment for inflation from the date the plan was adopted, (5) add additional redevelopment project costs to the itemized list of redevelopment project costs set out in the redevelopment plan, or (6) increase the number of inhabited residential units to be displaced from the redevelopment project area, as measured from the time of creation of the redevelopment project area, to a total of more than ten (10); and

WHEREAS, Amendment Number 1 does not include any of the changes listed in items (1) through (6) stated in the previous recital and, therefore, does not necessitate the holding of a public hearing, the convening of a joint review board or related notices and procedures; and

WHEREAS, The City Council has reviewed Amendment Number 1 and any such other matters or studies as the City Council has deemed necessary or appropriate to make the findings set forth herein, and are generally informed of the conditions existing in the Area; and

WHEREAS, There has been presented to this meeting of the City Council forms of the following documents in connection with the Bonds:

- (a) the form of Bond Indenture, which includes a form of the Bonds to be issued by the City (attached as Exhibit B hereto);
- (b) the form of Loan Agreement (attached as Exhibit C hereto); and

WHEREAS, There has been presented to this meeting of the City Council a form of the Land Use Restriction Agreement (attached as Exhibit D hereto) in connection with the issuance of the Bonds; and

WHEREAS, Pursuant to an ordinance adopted on October 27, 2021, and published at pages 40213 -- 40503 of the *Journal* of such date, 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 (the "CRP Bonds") to finance the costs of the Recovery Purposes (as defined therein); and

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

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to the Borrower in an amount not to exceed \$9,420,000 to be funded from Multi-Family Program Funds (the "City Loan") pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

WHEREAS, The Illinois General Assembly, pursuant to 20 ILCS 3805/728 (as supplemented, amended, and restated from time to time), has authorized a program allowing the allocation of certain tax credits for qualified donations made in connection with affordable housing projects (the "Donation Tax Credit Program"); and

WHEREAS, The Borrower now desires to obtain financing from various sources including, but not limited to, the Borrower Loan, all such financing as described in Exhibit A; now, therefore,

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

SECTION 1. Incorporation Of Recitals. The recitals contained in the preambles to this ordinance are hereby incorporated into this ordinance by this reference.

SECTION 2. Findings And Determinations. The City Council hereby finds and determines that the delegations of authority that are contained in this ordinance, including the authority to make the specific determinations described herein, are necessary and desirable because the City Council cannot itself as advantageously, expeditiously or conveniently exercise such authority and make such specific determinations. Thus, authority is granted to the Chief Financial Officer (the Chief Financial Officer, being referred to herein as the "Authorized Officer") to determine to sell the Bonds on such terms as and to the extent such officer determines that such sale or sales is desirable and in the best financial interest of the City. Any such designation and determination by the Authorized Officer shall be signed in writing by the Authorized Officer and filed with the City Clerk and shall remain in full force and effect for all purposes of this ordinance unless and until revoked, such revocation to be signed in writing by the Authorized Officer and filed with the City Clerk. As used herein, the term "Chief Financial Officer" shall have the meaning given to such term in Section 1-4-090(k) of the Municipal Code of Chicago (the "Municipal Code").

**SECTION 3. Authorization Of Bonds.** Upon the approval and availability of the additional financing as shown in Exhibit A (the "Additional Financing"), the issuance of the Bonds in an aggregate principal amount of not to exceed Twenty-two Million Dollars (\$22,000,000) is hereby authorized.

The Bonds shall contain a provision that they are issued under authority of this ordinance. The Bonds shall not mature later than five (5) years after the date of issuance thereof. The Bonds shall bear interest at a rate or rates not to exceed seven percent (7%), payable on the interest payment dates as set forth in the Bond Indenture. The Bonds shall be dated, shall be subject to redemption or tender prior to maturity, shall be payable in such places and in such manner and shall have such other details and provisions as prescribed by the Bond Indenture and the form of the Bonds therein.

The provisions for execution, signatures, authentication, payment and prepayment, with respect to the Bonds shall be as set forth in the Bond Indenture and the form of the Bonds therein.

The Authorized Officer is hereby authorized to execute and deliver the Bond Indenture on behalf of the City, such Bond Indenture to be in substantially the form attached hereto as Exhibit B and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Bond Indenture attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver the Loan Agreement on behalf of the City, such Loan Agreement to be in substantially the form attached hereto as Exhibit C and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Loan Agreement attached to this ordinance.

The Authorized Officer is hereby authorized to execute and deliver a Bond Tax Compliance Agreement on behalf of the City, in substantially the form of tax regulatory agreements used in previous issuances of tax-exempt bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder, and with such other revisions in text as the Authorized Officer executing the same shall determine are necessary or desirable in connection with the exclusion from gross income for federal income tax purposes of interest on the Bonds. The execution of the Bond Tax Compliance Agreement by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council of the terms provided in the Bond Tax Compliance Agreement.

The Authorized Officer is hereby authorized to execute and deliver the Land Use Restriction Agreement on behalf of the City in connection with the issuance of the Bonds,

such Land Use Restriction Agreement to be in substantially the form attached hereto as Exhibit D and made a part hereof and hereby approved with such changes therein as shall be approved by the Authorized Officer executing the same, with such execution to constitute conclusive evidence of such Authorized Officer's approval and the City Council's approval of any changes or revisions from the form of the Land Use Restriction Agreement attached to this ordinance.

The City Clerk or Deputy City Clerk is hereby authorized to attest the signature of the Authorized Officer to any document referenced herein and to affix the seal of the City to any such document.

**SECTION 4. Security For The Bonds.** The Bonds shall be limited obligations of the City, payable solely from (i) all right, title and interest of the City in and to all revenues, derived or to be derived by the City under the terms of the Bond Indenture and the Loan Agreement (other than certain reserved rights of the City); (ii) the proceeds of the Bonds and income from the temporary investment thereof, as provided in the Bond Indenture; and (iii) all funds, monies and securities and any and all other rights and interests in property whether tangible or intangible from time to time hereafter by delivery or by writing of any kind, conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder for the Bonds by the City or by anyone on its behalf. In order to secure the payment of the principal of, premium, if any, and interest on the Bonds, such rights, proceeds and investment income are hereby pledged to the extent and for the purposes as provided in the Bond Indenture and are hereby appropriated for the purposes set forth in the Bond Indenture. The Bond Indenture shall set forth such covenants with respect to the application of such rights, proceeds and investment income as shall be deemed necessary by the Authorized Officer in connection with the sale of the Bonds.

**SECTION 5. Sale And Delivery Of Bonds.** The Bonds shall be sold and delivered to, or upon the direction of, one or more underwriters (the "Underwriters") to be selected by the Authorized Officer, subject to the terms and conditions of the Bond Purchase Agreement, or, alternatively, are hereby authorized to be sold and delivered directly to one or more investors to be selected by the Authorized Officer subject to the terms and conditions of the Bond Purchase Agreement. The Authorized Officer is authorized to execute and deliver on behalf of the City, with the concurrence of the Chairman of the Committee on Finance of the City Council, the Bond Purchase Agreement in substantially the form of bond purchase agreements used in previous sales of bonds pursuant to programs similar to the Bonds, with appropriate revisions to reflect the terms and provisions of the Bonds and the fact that the Bonds may be sold to certain institutional investors at a premium or discount, and with such other revisions in text as the Authorized Officer shall determine are necessary or desirable in connection with the sale of the Bonds. The execution of the Bond Purchase Agreement by the Authorized Officer shall be deemed conclusive evidence of the approval of the City Council of the terms provided in the Bond Purchase Agreement. The distribution of the Preliminary Official Statement and the Official Statement to prospective purchasers of the Bonds and the use thereof by the Underwriters in connection with the

offering and sale of the Bonds are hereby authorized, provided that the City shall not be responsible for the content of the Preliminary Official Statement or the Official Statement except as specifically provided in the Bond Purchase Agreement executed by the Authorized Officer, and provided further that, if the Bonds are sold directly to institutional investors, the City may forgo the use of a Preliminary Official Statement or Official Statement, but only if such institutional investors execute and deliver to the City "sophisticated investor" letters satisfactory to the Authorized Officer. The compensation paid to the Underwriters in connection with the sale of the Bonds shall not exceed half of one percent (0.50%) of the aggregate principal purchase price of the Bonds, exclusive of legal cost in connection therewith. In connection with the offer and delivery of the Bonds, the Authorized Officer, and such other officers of the City as may be necessary, are authorized to execute and deliver such instruments and documents as may be necessary to implement the transaction and to effect the issuance and delivery of the Bonds. Any limitation on the amount of Bonds issued pursuant to this ordinance as set forth herein shall be exclusive of any original issue discount or premium.

SECTION 6. Notification Of Sale. Subsequent to the sale of the Bonds, the Authorized Officer shall file in the Office of the City Clerk a Notification of Sale for the Bonds directed to the City Council setting forth: (i) the aggregate original principal amount of sale price, maturity schedule, redemption provisions for and nature of the Bonds sold, (ii) the extent of any tender rights to be granted to the holder of the Bonds, including, without limitation, the right of the holder to tender the Bonds in exchange for one or more mortgage-backed securities held by the Bond Trustee under the Bond Indenture, (iii) the identity of the Bond Trustee, the interest rates on the Bonds, \*(v) the identity of any underwriters or institutional investors who purchase the Bonds directly from the City or through the Underwriters, and the compensation paid to the Underwriters in connection with such sale. There shall be attached to such notification the final form of the Bond Indenture.

SECTION 7. Use Of Proceeds. The proceeds from the sale of the Bonds shall be deposited as provided in the Bond Indenture and used for the purposes set forth in the fifth paragraph of the recitals of this ordinance.

SECTION 8. Declaration Of Official Intent. It is possible that a portion of the cost of the Project which the City intends to finance with the proceeds of the Bonds will have been paid from available equity monies prior to the date of this ordinance. It is the intention of the City to utilize a portion of the proceeds of the Bonds to reimburse such expenditures, to the

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\* Editor's Note: Numbering sequence error; (iv) missing in original document.

extent they have been or will be made for those costs, to the extent allowed by the Code and related regulations. As such, the City declares its official intent under Section 1.150-2 of the Treasury Regulations promulgated under the Code to utilize the proceeds of the Bonds as such.

SECTION 9. Additional Authorization. The Mayor, the Authorized Officer, the City Treasurer and, upon the approval and availability of the Additional Financing, the Authorized DPD Officer and Authorized DOH Officer (as defined below) are each hereby authorized to execute and deliver and the City Clerk and the Deputy City Clerk are each hereby authorized to enter into, execute and deliver such other documents and agreements and perform such other acts as may be necessary or desirable in connection with the Bonds, including, but not limited to, the exercise following the delivery date of the Bonds of any power or authority delegated to such official under this ordinance with respect to the Bonds upon original issuance, but subject to any limitations on or restrictions of such power or authority as herein set forth.

SECTION 10. Proxies. The Mayor and the Authorized Officer may each designate another to act as their respective proxy and to affix their respective signatures to each of the Bonds, whether in temporary or definitive form, and to any other instrument, certificate or document required to be signed by the Mayor or the Authorized Officer pursuant to this ordinance or the Bond Indenture. In each case, each shall send to the City Council written notice of the person so designated by each, such notice stating the name of the person so selected and identifying the instruments, certificates and documents which such person shall be authorized to sign as proxy for the Mayor and the Authorized Officer, respectively. A written signature of the Mayor or the Authorized Officer, respectively, executed by the person so designated underneath, shall be attached to each notice. Each notice, with signatures attached, shall be recorded in the *Journal* and filed with the City Clerk. When the signature of the Mayor is placed on an instrument, certificate or document at the direction of the Mayor in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Mayor in person. When the signature of the Authorized Officer is so affixed to an instrument, certificate or document at the direction of the Authorized Officer in the specified manner, the same, in all respects, shall be as binding on the City as if signed by the Authorized Officer in person.

SECTION 11. Volume Cap. The Bonds are obligations taken into account under Section 146 of the Code in the allocation of the City's volume cap.

SECTION 12. Developer Designation. The Developer is hereby designated as the "Developer" for the Project pursuant to Section 5/11-74.4-4 of the Act.

SECTION 13. Public Hearing. The City Council directs that the Bonds shall not be issued unless and until the requirements of Section 147(f)(1) of the Code, including particularly the approval requirement following any required public hearing, have been fully satisfied, and that no contract, agreement or commitment to issue the Bonds shall be executed or

undertaken prior to satisfaction of the requirements of Section 147(f) unless the performance of said contract, agreement or commitment is expressly conditioned upon the prior satisfaction of such requirements. To the extent that the requirements of Section 147(f)(1) of the Code, including the public hearing, have occurred prior to the date of this ordinance, this ordinance constitutes approval for purposes of Section 147(f) of the Code. All such actions taken prior to the enactment of this ordinance are ratified and confirmed.

SECTION 14. Authorization Of Fees And Expenses. The following fees and expenses are hereby authorized in connection with the Bonds: (i) an Issuer Fee in an amount equal to 1.5 percent of the par amount of the Bonds, payable to the City on the date of issuance of the Bonds, (ii) a Bond Legal Reserve Fee in the amount of 0.1 percent of the par amount of the Bonds, payable to the City on the date of issuance of the Bonds (such fee to be used to pay for other legal and other fees incurred by the City in connection with private activity bonds issued by the City), and (iii) a City Administrative Fee in an amount equal to 0.15 percent of the outstanding principal of the Bonds, accruing monthly but payable to the City on a semi-annual basis.

SECTION 15. City Loan Authorization. Upon the approval and availability of the Additional Financing, the Authorized DOH 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 City Loan. The Authorized DOH 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 Loan that do not substantially modify the terms described in Exhibit A hereto. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the City Loan to the Borrower.

SECTION 16. Authorization Of Redevelopment Agreement. Upon the approval and availability of the Additional Financing, the City's Commissioner of DPD or a designee or successor thereof (the "Authorized DPD Officer") are each hereby authorized, with the approval of the City's Corporation Counsel, to negotiate, execute and deliver the Redevelopment Agreement between the Developer and the City in connection with payment of the Redevelopment Project Costs with the tax increment financing ("TIF") funds, substantially in the form attached hereto as Exhibit E and made a part hereof, 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, with such execution to constitute conclusive evidence of the Authorized DPD Officer's approval of any changes or revisions from the form of Redevelopment Agreement attached to this ordinance.

SECTION 17. Approval Of Amendment Number 1 To The Plan. Amendment Number 1 is hereby approved. Except as amended hereby, the Plan shall remain in full force and effect.

SECTION 18. Payment Of Incremental Taxes. The City Council hereby finds that the City is authorized to pay an aggregate amount equal to \$5,500,000 ("City Funds") from Incremental Taxes deposited in the general account of the TIF Fund (the "General Account"), to Grace CDC to finance a portion of costs included within the Project and eligible under the Act, including securing any portion of the Additional Financing. The proceeds of the City Funds are hereby appropriated for the purposes set forth in this Section 18.

SECTION 19. Maintenance And Use Of TIF Fund. Pursuant to the TIF Ordinance, the City has created the TIF Fund. The Authorized Officer (or his or her designee) is hereby directed to maintain the TIF Fund as a segregated interest-bearing account, separate and apart from the City's Corporate Fund or any other fund of the City. Pursuant to the TIF Ordinance, all Incremental Taxes received by the City for the Area shall be deposited into the TIF Fund. The City shall use the funds in the TIF Fund to make payments pursuant to the terms of the Redevelopment Agreement.

SECTION 20. Donation Tax Credit Program. The City hereby approves the conveyance of the Property as a donation to Grace CDC from the City under the Donation Tax Credit Program in connection with the Project. The Authorized DOH Officer, as hereinafter defined, is hereby authorized to transfer the tax credits received by the City, if any, under the Donation Tax Credit Program in connection with the conveyance of the Property to an entity satisfactory to the Authorized DOH Officer on such terms and conditions as are satisfactory to the Authorized DOH Officer (the "Transfer"). The proceeds, if any, received by the City in connection with the Transfer are hereby appropriated, and the Authorized DOH Officer is hereby authorized to use such proceeds to make a grant to Grace CDC or the Borrower or another entity affiliated with Grace CDC or the Borrower, in his or her sole discretion (the "Grantee"), for use in connection with the Project (the "Grant"). The Grantee may loan or contribute the proceeds of the Grant to the Borrower for use in connection with the Project, and any such loan may be secured by a lien on the Property, which lien may be subordinated as described on Exhibit A. The Authorized DOH 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 Transfer and the Grant. Upon the execution and receipt of proper documentation, the Authorized DOH Officer is hereby authorized to disburse the proceeds of the Grant to the Grantee.

SECTION 21. Separability. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this ordinance.

SECTION 22. Inconsistent Provisions. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 23. No Impairment. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to render any agreement or instrument authorized hereby voidable at the option of the City or to impair the rights of the owners of the Bonds to receive payment of the principal of, premium, if any, or interest on the Bonds

or to impair the security for the Bonds; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for any violation of any provision under the Municipal Code. 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 Project or the Property.

SECTION 24. Conveyance Of The Property. The sale of the Project Site to Grace CDC in the amount of Seven and no/100 Dollars (\$7.00) is hereby approved. This approval is expressly conditioned upon the City and the Developer entering into the Redevelopment Agreement. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed(s) conveying the Project Site to Grace CDC or to an entity of which Developer is the sole owner and the controlling party, for immediate subsequence conveyance to Borrower, subject to those covenants, conditions and restrictions set forth in this ordinance. The provisions in Section 2A of the Redevelopment Agreement shall govern the City's conveyance of the Project Site to Grace CDC. The Project shall be deemed to qualify as "Affordable Housing" for purposes of Chapter 16-18 of the Municipal Code of Chicago. Section 2-45-110 of the Municipal Code of Chicago shall not apply to the Project or the Project Site.

SECTION 25. Effective Date. This ordinance shall be in full force and effect immediately upon its passage and approval.

Exhibits "A", "B", "C", "D", "E", "F" and "G" referred to in this ordinance read as follows:

*Exhibit "A".*  
(To Ordinance)

**Borrower:** Grace Manor L.P., an Illinois limited partnership, a single purpose entity to be created for the purposes of owning the Project, the general partner of which will be Grace Manor LLC (the "General Partner").

**Project:** Acquisition of land consisting of an underutilized parking lot located at 3401 -- 3423 West Ogden Avenue, Chicago, Illinois (the "Project Site") and construction thereon of a residential rental facility consisting of 65 housing units of which 100 percent will be affordable for households earning no more than 60 percent of the area median income, together with a ground floor devoted to residential amenities, retail and community space, known as Grace Manor Apartments (the "Facility" and collectively with the acquisition of the Project Site, the "Project").

1. Bonds.

Amount: Not to exceed \$22,000,000.

Source: Proceeds from the issuance of the Bonds.

Term: Not to exceed five years.

Interest: Not to exceed 7 percent or such other rate acceptable to the Authorized Officer.

Security: Eligible Funds, including Lender Funds to be advance by the Lender to the Bond Trustee (as such terms are defined in the Bond Indenture).

Additional Financing:

2. Bridge Loan.

Amount: Not to exceed \$12,811,517, or such other amount acceptable to the Commissioner of DOH or a designee or successor thereof (the "Authorized DOH Officer").

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

Term: Not to exceed five years or such other term acceptable to the Authorized DOH Officer.

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

Security: An assignment of the LIHTC equity installments, a collateral assignment of the General Partner's interest in the Borrower and a collateral assignment of developer fee, and/or such other security acceptable to the Authorized DOH Officer.

3. FHA Loan.

Amount: Not to exceed \$4,249,000, or such other amount acceptable to the Authorized DOH Officer.

Source: Merchants Capital Corporation or such other source acceptable to the Authorized DOH Officer.

Term: Not to exceed 40 years plus the construction period, or such other term acceptable to the Authorized DOH Officer.

Interest: Not to exceed 7 percent per annum or such other rate acceptable to the Authorized DOH Officer.

Security: Mortgage on the Project Site senior to the City Mortgage, and/or such other security acceptable to the Authorized DOH Officer (the "Senior Mortgage").

4. City Loan.

Amount: Not to exceed \$9,420,000, or such other amount acceptable to the Authorized DOH Officer.

Source: City of Chicago Multi-Family Program Funds, or such other source acceptable to the Authorized DOH Officer.

Term: Not to exceed 40 years plus construction period or such other term acceptable to the Authorized DOH Officer.

Interest: Not to exceed 4 percent per annum or such other rate acceptable to the Authorized DOH Officer.

Security: Mortgage on the Project Site; junior to the Senior Mortgage, and/or such other security acceptable to the Authorized DOH Officer (the "City Mortgage").

Alternate

Structure: If so determined by the Authorized DOH Officer, the City may provide a grant for all or a portion of the amount stated above from proceeds of the CRP Bonds to the Borrower or Grace CDC. Repayment of such grant may or may not be secured by a mortgage on the Project Site and/or such other security acceptable to the Authorized DOH Officer.

5. TIF Proceeds Loan.

Amount: Not to exceed \$5,500,000.

Source: The City's TIF funds from available incremental taxes from the Ogden Pulaski Redevelopment Project Area received by Grace CDC pursuant to the Redevelopment Agreement, which funds will then be loaned to the Borrower and may be used to pay for or reimburse the Borrower for the TIF eligible project costs.

Term: Not to exceed 40 years plus construction period or such other term acceptable to the Authorized DOH Officer.

Interest: Not to exceed 4 percent per annum or such other interest rate acceptable to the Authorized DOH Officer.

Security: Mortgage on the Project Site; junior to the Senior Mortgage and the City Mortgage and/or such other security acceptable to the Authorized DOH Officer (the "TIF Mortgage").

6. Illinois Affordable Housing Tax Credit ("IAHTC") Proceeds Loan.

Proceeds: \$98,000 or such other amount acceptable to the Authorized DOH Officer.

Source: Syndication of IAHTCs issued by the City.

Term: Not to exceed 40 years plus construction period or such other term acceptable to the Authorized DOH Officer.

Interest: Not to exceed 4 percent per annum or such other interest rate acceptable to the Authorized DOH Officer.

Security: Mortgage on Project Site; junior to the Senior Mortgage, City Mortgage, and TIF Mortgage and/or such other security acceptable to the Authorized DOH Officer (the "IAHTC Mortgage").

7. Energy Grant Proceeds Loan.

Proceeds: \$213,910 or such other amount acceptable to the Authorized DOH Officer.

Source: ComEd Energy Efficiency Program.

Term: Not to exceed 40 years plus construction period or such other term acceptable to the Authorized DOH Officer.

Interest: Not to exceed 4 percent per annum or such other interest rate acceptable to the Authorized DOH Officer.

Security: Mortgage on Project Site; junior to the Senior Mortgage, City Mortgage, TIF Mortgage, IAHTC Mortgage and/or such other security acceptable to the Authorized DOH Officer.

## 8. TIF Bridge Loan.

- Borrower: Grace CDC.
- Proceeds: Not to exceed \$5,500,000 or such other amount acceptable to the Authorized DOH Officer.
- Source: Merchants Bank of Indiana or such other source acceptable to the Authorized DOH Officer.
- Term: Not to exceed five years or such other term acceptable to the Authorized DOH 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 DOH Officer.
- Security: An assignment of Grace CDC's rights under the TIF Proceeds Loan documents and/or such other security acceptable to the Authorized DOH Officer.

## 9. Low-Income Housing Tax Credit ("LIHTC") Equity.

- Proceeds: Approximately \$16,014,396 or such other amount acceptable to the Authorized DOH Officer, all or a portion of which may be paid in on a delayed basis, and all or a portion of which may be used to repay all or a portion of the Bridge Loan.
- Source: To be derived from the syndication of the LIHTCs generated by the issuance of the Bonds.

## 10. General Partner Equity.

- Amount: Approximately \$100, and in the event of a grant of the proceeds of the CRP Bonds to Grace CDC as described above, the proceeds of such grant would be a General Partner contribution to the Borrower, or such other amount acceptable to the Authorized DOH Officer.
- Source: General Partner, or such other source acceptable to the Authorized DOH Officer.

*Exhibit "B".*  
(To Ordinance)

*Bond Indenture With Zions Bancorporation, National Association.*

THIS BOND INDENTURE ("**Bond Indenture**" or "**Indenture**"), dated as of \_\_\_\_\_ 1, 2022, between the **CITY OF CHICAGO**, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**"), and **ZIONS BANCORPORATION, NATIONAL ASSOCIATION**, a national banking association, as Trustee (such trustee or any of its successors in trust being the "**Trustee**" or "**Bond Trustee**").

**RECITALS**

**WHEREAS**, pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois and pursuant to the hereinafter defined Ordinance of the Issuer, the Issuer is authorized to exercise any power and perform any function pertaining to its government and affairs, including the power to issue its revenue bonds in order to aid in providing an adequate supply of residential housing for low and moderate income persons or families within the Issuer, which constitutes a valid public purpose for the issuance of revenue bonds by the Issuer;

**WHEREAS**, the Issuer has determined to issue, sell and deliver not to exceed \$[22,000,000] aggregate principal amount of its Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 (the "**Bonds**"), as provided herein for the purpose of making a loan to Grace Manor, LP, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns (the "**Borrower**") to finance the (i) acquisition of a vacant plot of land consisting of an underutilized parking lot located at 3401-23 W. Ogden Avenue, Chicago, Illinois (the "**Project Site**") and the (ii) construction on the Project Site of a residential rental project consisting of 65 housing units (consisting of a mix of 31 one-bedroom units and 34 two-bedroom units (the "**Units**")), of which 100% will be affordable for households earning no more than 60 percent of the area median income, as well as a ground floor devoted to residential amenities, retail and community space (the "**Facility**"); and

**WHEREAS**, the Borrower desires to (i) acquire the Project Site and (ii) obtain Multi-Family Housing Financing from the City for the purpose of financing the construction of the Facility on the Project Site, as further defined in **Exhibit A**, the "**Project**"), and to pay a portion of the costs of issuance and other costs incurred in connection therewith; and

**WHEREAS**, the Issuer will loan the proceeds of the Bonds to the Borrower by entering into a Loan Agreement dated as of \_\_\_\_\_ 1, 2022 (the "**Loan Agreement**" or "**Agreement**"), between the Issuer and the Borrower, and the Bonds shall be payable solely from the revenues received by the Issuer from the repayment of the loan of the proceeds of the Bonds to the Borrower (the "**Loan**") and from other revenues derived from the Loan and the Bonds; and

**WHEREAS**, the Bonds will be secured by this Indenture, and the Issuer is authorized to execute and deliver this Indenture and to do or cause to be done all acts provided or required herein to be performed on its part;

**WHEREAS**, all things necessary to make the Bonds, when authenticated by the Bond Trustee and issued as in this Indenture provided, the valid, binding and legal limited obligations of the Issuer according to the import thereof, and to constitute this Bond Indenture a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of, premium, if any, and interest on the Bonds and the creation, execution and delivery of this Bond

Indenture, and the creation, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized;

**NOW, THEREFORE**, that to secure the payment of Bond Service Charges on the Bonds according to their true intent and meaning, to secure the performance and observance of all of the covenants, agreements, obligations and conditions contained therein and herein, and to declare the terms and conditions upon and subject to which the Bonds are and are intended to be issued, held, secured and enforced, and in consideration of the premises and the acceptance by the Trustee of the trusts created herein and of the purchase and acceptance of the Bonds by the Holders, and for other good and valuable consideration, the receipt of which is acknowledged, the Issuer has executed and delivered this Indenture and absolutely assigns hereby to the Trustee (except Reserved Rights), and to its successors in trust, and its and their assigns, all right, title and interest of the Issuer in and to:

#### **GRANTING CLAUSES**

For the equal and proportionate benefit, security and protection of the Bonds issued under and secured by this Bond Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the others of the Bonds:

(i) the Revenues, including, without limitation, all Loan Payments, Eligible Funds and other amounts receivable by or on behalf of the Issuer under the Loan Agreement in respect of repayment of the Loan,

(ii) the Special Funds, including all accounts in those Funds and all money deposited therein and the investment earnings on such money,

(iii) subject to the provisions of the Ordinance, all right, title and interest of the Issuer in the proceeds derived from the sale of the Bonds, and any securities in which money in the Special Funds are invested, and (except for money required to be rebated to the United States of America under the Code) the proceeds derived therefrom, and any and all other real or personal property of every name and nature from time to time hereafter by delivery or by writing of any kind pledged, assigned or transferred, as and for additional security hereunder by the Issuer or by anyone on its behalf, or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of this Indenture,

(iv) the Note, and

(v) the Loan Agreement, except for the Reserved Rights (the foregoing collectively referred to as the "Trust Estate").

**PROVIDED, HOWEVER, AND NOTWITHSTANDING THE FOREGOING, THE TRUST ESTATE SHALL NOT INCLUDE THE REBATE FUND OR ANY MONEYS OR INVESTMENTS REQUIRED TO BE DEPOSITED IN THE REBATE FUND;**

**TO HAVE AND TO HOLD** unto the Trustee and its successors in that trust and its and their assigns forever;

**BUT IN TRUST, NEVERTHELESS**, and subject to the provisions hereof,

- (a) except as provided otherwise herein, for the equal and proportionate benefit, security and protection of all present and future Holders of the Bonds issued or to be issued under and secured by this Indenture,
- (b) for the enforcement of the payment of the principal of and interest on the Bonds, when payable, according to the true intent and meaning thereof and of this Indenture, and
- (c) to secure the performance and observance of and compliance with the covenants, agreements, obligations, terms and conditions of this Indenture,

in each case, without preference, priority or distinction, as to lien or otherwise, of any one Bond over any other by reason of designation, number, date of the Bonds or of authorization, issuance, sale, execution, authentication, delivery or maturity thereof, or otherwise, so that each Bond and all Bonds shall have the same right, lien and privilege under this Indenture and shall be secured equally and ratably hereby, it being intended that the lien and security of this Indenture shall take effect from the date hereof, without regard to the date of the actual issue, sale or disposition of the Bonds, as though upon that date all of the Bonds were actually issued, sold and delivered to purchasers for value; provided, however, that

- (i) if the principal of the Bonds and the interest due or to become due thereon shall be well and truly paid, at the times and in the manner to which reference is made in the Bonds, according to the true intent and meaning thereof, or the Outstanding Bonds shall have been paid and discharged in accordance with Article IX hereof,
- (ii) if all of the covenants, agreements, obligations, terms and conditions of the Issuer under this Indenture shall have been kept, performed and observed and there shall have been paid to the Trustee all sums of money due or to become due to it in accordance with the terms and provisions hereof, and
- (iii) this Indenture and the rights assigned hereby shall cease, determine and be void, except as provided in Section 9.02 hereof with respect to the survival of certain provisions hereof; otherwise, this Indenture shall be and remain in full force and effect.

It is declared that all Bonds issued hereunder and secured hereby are to be issued, authenticated and delivered, and that the Trust Estate assigned hereby is to be dealt with and disposed of under, upon and subject to, the terms, conditions, stipulations, covenants, agreements, obligations, trusts, uses and purposes provided in this Indenture. The Issuer has agreed and covenanted, and agrees and covenants with the Trustee and with each and all Holders, as follows:

#### **ARTICLE 1 DEFINITIONS**

**Section 1.01 Definitions.** The terms defined in this Section 1.01 or in the Recitals hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Bond Indenture and of any indenture supplemental hereto shall have the respective meanings specified in this Section 1.01 or in the Recitals hereto.

*"Act of Bankruptcy"* means the filing of a petition in bankruptcy (or other commencement of a bankruptcy, insolvency or similar proceeding) by or against the Borrower under any applicable bankruptcy, insolvency, reorganization or similar law, as now or hereafter in effect.

*"Additional Payments"* means the amounts required to be paid by the Borrower pursuant to the provisions of Section 4.04 of the Loan Agreement.

*"Administrative Expenses"* means the Issuer Fee, the City Administrative Fee, the Ordinary Trustee Fees and Expenses and the Dissemination Agent Fee.

*"Affiliated Party"* of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, "control" when used with respect to any specified Person means the power to direct the policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

*"Authorized Borrower Representative"* means any person who, at any time and from time to time, is designated as the Borrower's authorized representative by written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the Issuer) a written certificate revoking such person's authority to act in such capacity.

*"Authorized Denomination"* means \$5,000, or any integral multiple of \$5,000 in excess thereof.

*"Authorized Issuer Representative"* means any person or persons specifically authorized by the Ordinance to take the action intended.

*"Bankruptcy Code"* means Title 11 of the United States Code entitled "Bankruptcy," as in effect now and in the future, or any successor statute.

*"Beneficial Owner"* means with respect to the Bonds, the Person owning the Beneficial Ownership Interest therein.

*"Beneficial Ownership Interest"* means the right to receive payments and notices with respect to the Bonds held in a Book-Entry System.

*"Bond Counsel"* means BurgherGray LLP, or any attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America or the District of Columbia.

*"Bond Fund"* means the Bond Fund created in Section 4.01 hereof.

*"Bond Indenture"* or *"Indenture"* means this Bond Indenture and all indentures supplemental hereto.

*"Bond Payment Date"* means each Interest Payment Date and any other date Bond Service Charges on the Bonds are due, whether at maturity, upon redemption, Mandatory Tender or acceleration or otherwise.

*"Bond Purchase Agreement"* means the Bond Purchase Agreement, dated \_\_\_\_\_, 2022, among the Underwriter, the Issuer and the Borrower.

*"Bond Trustee"* means Zions Bancorporation, National Association, a national banking association, until a successor Bond Trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter, *"Bond Trustee"* shall mean the successor Bond Trustee.

*"Bond Service Charges"* means, for any period or payable at any time, the principal of and interest on the Bonds for that period or payable at that time whether due at maturity or upon redemption, Mandatory Tender or acceleration.

*"Bond Year"* means each annual period of twelve months ending on \_\_\_\_\_ as applicable; provided, however, that the first annual period commences on the date of the original issuance and delivery of the Bonds and ends on \_\_\_\_\_, 202\_ and the last of which ends on the maturity of the Bonds.

*"Bonds"* means the Issuer's Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 in the aggregate principal amount of not to exceed \$[22,000,000] issued under and secured by this Bond Indenture.

*"Book-Entry Form"* or *"Book-Entry System"* means, with respect to the Bonds, a form or system, as applicable, under which (a) physical Bond certificates in fully registered form are issued only to a Securities Depository or its nominee, with the physical Bond certificates *"immobilized"* in the custody of the Securities Depository and (b) the ownership of book-entry interests in Bonds and Bond Service Charges thereon may be transferred only through a book-entry made by others than the Issuer or the Trustee. The records maintained by others than the Issuer or the Trustee constitute the written record that identifies the owners, and records the transfer, of book-entry interests in those Bonds and Bond Service Charges thereon.

*"Borrower"* means Grace Manor, LP, a limited partnership organized under the laws of the State of Illinois, and its successors and assigns.

*"Borrower Documents"* when used with respect to the Borrower, means all documents and agreements executed and delivered by the Borrower as security for or in connection with the issuance of the Bonds, including but not limited to, the Financing Documents and the Mortgage Loan Documents. The Borrower Documents do not include any documents or agreements to which the Borrower is not a direct party, including the Bonds or this Indenture.

*"Borrower's Tax Certificate"* means the Borrower's Tax Certificate, dated the Closing Date, executed and delivered by the Borrower in connection with the issuance of the Bonds.

*"Bridge Lender"* means Merchants Bank of Indiana, in its capacity as lender on the Bridge Loan.

*"Bridge Loan"* means that loan in the amount not to exceed \$12,811,517 from Bridge Lender to Borrower.

*"Business Day"* means any day of the year on which (i) banks located in the City of Chicago and the city in which the principal office of the Bond Trustee is located, are not required or authorized to remain closed and (ii) The New York Stock Exchange is not closed.

*"Cash Flow Projection"* means a written cash flow projection prepared by an Independent firm of certified public accountants, a financial advisory firm, a law firm or other Independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, designated by the Borrower and acceptable to the Rating Agency, establishing the sufficiency of (a) the amount on deposit in the Special Funds, (b) projected investment income to accrue on amounts on deposit in the Special Funds during the applicable period and (c) any additional Eligible Funds delivered to the Trustee by or on behalf of the Borrower to pay Bond Service Charges and the Administrative Expenses, in each instance, when due and payable, including, but not limited to, any cash flow projection prepared in connection with (i) the initial issuance and delivery of the Bonds, (ii) a proposed remarketing of the Bonds, as provided in Section 3.07 hereof, (iii) the release of Eligible Funds from the Negative Arbitrage Account, as provided in Section 4.03 hereof, and (iv) the purchase, sale or exchange of Eligible Investments as provided in Section 4.10 hereof.

*"Certificate of the Issuer," "Statement of the Issuer," "Request of the Issuer" and "Requisition of the Issuer"* mean, respectively, a written certificate, statement, request or requisition, with or without the seal of the Issuer, signed in the name of the Issuer by an Authorized Issuer Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and if so combined shall be read and construed as a single instrument.

*"City Administrative Fee"* means the City Administrative Fee to be paid by the Trustee on behalf of the Borrower to the Issuer, described in Section 4.15 of this Bond Indenture.

*"Closing Date"* means the initial date of delivery of the Bonds in exchange for the purchase price of the Bonds sized as set forth in Section 2.13(b).

*"Code"* means the Internal Revenue Code of 1986, as amended, and any regulations thereunder applicable to the Bonds.

*"Collateral Fund"* means the Collateral Fund created in Section 4.01 hereof.

*"Completion Certificate"* means the certificate attached as Exhibit C to the Loan Agreement.

*"Completion Date"* means the date of the completion of the construction of the Project, as that date shall be certified as provided in Section 3.09 of the Loan Agreement.

*"Confirmation of Rating"* means a written confirmation, obtained prior to the event or action under scrutiny, from the Rating Agency to the effect that, following the proposed action or event under scrutiny at the time such confirmation is sought, the rating of the Rating Agency with respect to all Bonds then Outstanding and then rated by the Rating Agency will not be downgraded, suspended, qualified or withdrawn as a result of such action or event.

*"Continuing Disclosure Agreement"* means the Continuing Disclosure Agreement, dated the date of issuance of the Bonds, between the Borrower and the Bond Trustee, as dissemination agent, as the same may amended, restated or supplemented from time to time.

*"Controlling Holders"* means, in the case of consent or direction to be given hereunder, the Holders of the majority in aggregate principal amount of the Outstanding Bonds.

*"Controlling HUD and GNMA Requirements"* means the National Housing Act and any applicable HUD or GNMA regulations, and related HUD or GNMA administrative requirements and prohibitions.

*"Costs of Issuance"* means the "issuance costs" with respect to the Bonds within the meaning of Section 147(g) of the Code.

*"Costs of Issuance Fund"* means the Costs of Issuance Fund created in Section 4.01 hereof.

*"Designated Office of the Trustee"* means the office of the Bond Trustee at the Notice Address set forth in this Section 1.01 or, solely for purposes of presentation for transfer, payment or exchange of the Bonds, the designated corporate trust operations or agency office of the Trustee in Seattle, Washington, or at such other address as may be specified in writing by the Trustee.

*"CRP Bonds"* means 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 transformational change in Chicago in conjunction with the City's receipt of federal funds provided as a result of the Covid-19 pandemic.

*"Disbursement Agreement"* means the Loan Disbursement Procedures Agreement dated as of \_\_\_\_\_ 1, 2022, by and among the Lender, the Issuer, the Subordinate Lender, the Trustee, and the Borrower, relating to the funding of the Mortgage Loan by the Lender.

*"Dissemination Agent"* means the Bond Trustee, or any successor, as Dissemination Agent under the Continuing Disclosure Agreement.

*"Dissemination Agent Fee"* means the fee payable to the Dissemination Agent as compensation for its services and expenses in performing its obligations under the Continuing Disclosure Agreement; provided, however, the amount of the Dissemination Agent Fee payable under this Indenture is limited to money withdrawn from the Expense Fund and the Borrower will be responsible to pay the remaining amount of the Dissemination Agent Fee pursuant to Section 4.04 of the Loan Agreement.

*"DTC"* means The Depository Trust Company (a limited purpose trust company), New York, New York, and its successors or assigns.

*"DTC Participant"* means any participant contracting with DTC under its book-entry system and includes securities brokers and dealers, banks and trust companies and clearing corporations.

*"Electronic Means"* means e-mail, facsimile, or any other electronic means of communication approved in writing by the Issuer, Trustee and Underwriter.

*"Eligible Funds"* means, as of any date of determination, any of:

- (a) the proceeds of the Bonds (including any additional amount paid to the Trustee as the purchase price thereof by the Underwriter);
- (b) money received by the Trustee representing advances to the Borrower of Lender Funds, [proceeds of the Bridge Loan] and proceeds of the Subordinate Loan;
- (c) amounts drawn by the Trustee on a letter of credit;
- (d) remarketing proceeds of the Bonds (including any additional amount paid to the Trustee as the remarketing price thereof by the Remarketing Agent) received from the Remarketing Agent or any purchaser of Bonds (other than funds provided by the Borrower, the Issuer or any Affiliated Party of either the Borrower or the Issuer);
- (e) any other amounts, including the proceeds of refunding bonds, for which the Trustee has received an Opinion of Counsel (which opinion may assume that no Holder or Beneficial Owner of Bonds is an "insider" within the meaning of the Bankruptcy Code) to the effect that (A) the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court and (B) payments of such amounts to Holders would not be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Issuer or the Borrower become a debtor in proceedings commenced under the Bankruptcy Code;
- (f) any payments made by the Borrower and held by the Trustee for a continuous period of 123 days, provided that no Act of Bankruptcy has occurred during such period; and
- (g) investment income derived from the investment of the money described in (a) through (f) above.

*"Eligible Investments"* means, subject to the provisions of Section 4.10 hereof and to the extent authorized under State law any of the following obligations which mature (or are redeemable at the option of the Trustee) at such time or times as to enable disbursements to be made from the fund in which such investment is held or allocated in accordance with the terms of this Indenture:

- (a) Government Obligations; and
- (b) Shares or units in any money market mutual fund rated "Aaa-mf" by Moody's (or the equivalent Highest Rating Category given by the Rating Agency for that general category of security) including mutual funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor that are "registered under the Investment Company Act of 1940, as amended, whose

investment portfolio consists solely of direct obligations of the government of the United States of America.

*"Event of Default"* means (a) with respect to this Indenture, any of the events described as an Event of Default in Section 6.01 hereof and (b) with respect to the Loan Agreement, any of the events described as an Event of Default in Section 8.01 of the Loan Agreement.

*"Expense Fund"* means the Expense Fund created in Section 4.01 hereof.

*"Extension Payment"* means the amount due, if any, to provide adequate additional funds for the payment of Bond Service Charges and Administrative Expenses during a Remarketing Period in connection with the change or extension of the Mandatory Tender Date pursuant to Section 3.07 hereof, and (a) which shall be determined by a Cash Flow Projection approved in writing by the Rating Agency and (b) must consist of Eligible Funds other than the proceeds of the Bonds.

*"Federal Tax Status"* means, as to the Bonds, the status of the interest on the Bonds as excludable from gross income for federal income tax purposes of the Holders of the Bonds (except on Bonds while held by a substantial user or related person, each as defined in the Code).

*"FHA"* means the Federal Housing Administration, an organizational unit within HUD, and may refer to the Commissioner thereof, any authorized representative thereof or the successor thereof.

*"FHA Commitment"* means the Commitment for Insurance of Advances issued by FHA with respect to FHA Insurance on the Mortgage Loan, as the same may be amended.

*"FHA Insurance"* means the mortgage insurance for the Mortgage Loan by FHA under the provisions of Section 220 of the National Housing Act and the regulations promulgated thereunder.

*"Financing Documents"* means this Indenture, the Bonds, the Loan Agreement, the Note, the Disbursement Agreement, the Borrower's Tax Certificate, the Issuer's Tax Certificate, the Tax Regulatory Agreement, the Bond Purchase Agreement, the Continuing Disclosure Agreement, the Remarketing Agreement and any other instrument or document executed in connection with the Bonds, together with all modifications, extensions, renewals and replacements thereof, but excluding the GNMA Documents and the Mortgage Loan Documents.

*"Force Majeure"* means any of the causes, circumstances or events described as constituting Force Majeure in Section 8.01 of the Loan Agreement.

*"GNMA"* means the Government National Mortgage Association, and its successors and assigns.

*"GNMA Certificate"* means a mortgage backed security issued by the Lender, guaranteed as to timely payment of principal and interest by GNMA pursuant to the National Housing Act and the regulations thereunder, and issued with respect to and backed by the Mortgage Loan.

*"GNMA Documents"* means any GNMA Certificate, the commitment issued by GNMA to the Lender to guarantee the GNMA Certificate or GNMA Certificates and all other documents, certifications and assurances executed and delivered by the Lender, GNMA or the Borrower in connection with the GNMA Certificate or GNMA Certificates.

*"Government Obligations"* means (i) noncallable, non-redeemable direct obligations of the United States of America for the full and timely payment of which the full faith and credit of the United States of America is pledged, and (ii) obligations issued by a Person controlled or supervised by and acting as an instrumentality of the United States of America, the full and timely payment of the principal of, premium, if any, and interest on which is fully guaranteed as a full faith and credit obligation of the United States of America (including any securities described in (i) or (ii) issued or held in book-entry form on the books of the Department of the Treasury of the United States of America), which obligations, in either case, are not subject to redemption prior to maturity at less than par at the option of anyone other than the holder thereof.

*"Highest Rating Category"* means, with respect to an Eligible Investment, that the Eligible Investment is rated by a Rating Agency in the highest rating given by that Rating Agency for that Rating Category, provided that such rating shall include but not be below "Aaa" or "Aaa/VMIG 1" if rated by Moody's or "A-1+" or "AA+" if rated by S&P.

*"Holder"* or *"Bondholder"* when used with respect to any Bond, means the Person in whose name such Bond is registered.

*"HUD"* means the United States Department of Housing and Urban Development, and its successors.

*"HUD Regulatory Agreement"* means the Regulatory Agreement for Insured Multifamily Housing Projects between the Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

*"Indenture"* means this Bond Indenture, dated as of \_\_\_\_\_ 1, 2022, between the Issuer and the Bond Trustee, as amended or supplemented from time to time.

*"Independent"* when used with respect to a specified Person means such Person has no specific financial interest direct or indirect in the Borrower or any Affiliate of the Borrower and in the case of an individual is not a director, trustee, officer, partner, member or employee of the Borrower or any Affiliate of the Borrower and in the case of an entity, does not have a partner, director, trustee, officer, member or employee who is a director, trustee, partner, member, officer or employee of any partner or member of the Borrower or any Affiliate of the Borrower.

*"Inducement Ordinance"* means the Ordinance.

*"Initial Borrower Deposit"* means funds in the amount of \$0 provided by or on behalf of the Borrower, which is to be deposited as provided in Section 4.02(b) hereof.

*"Initial Interest Rate"* means \_\_\_\_\_ % per annum.

*"Initial Mandatory Tender Date"* means \_\_\_\_\_ 1, 202\_.

*"Initial Remarketing Date"* means the Initial Mandatory Tender Date, but only if the conditions for remarketing the Bonds on such date as provided in Section 3.07 hereof are satisfied.

*"Interest Payment Date"* means (a) \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year beginning \_\_\_\_\_ 1, 202\_, (b) each Redemption Date and (c) each Mandatory Tender Date. In the case of insufficient funds to pay the purchase price on the Bonds following Mandatory Tender on the Initial Mandatory Tender Date, "Interest Payment Date" also means the first Business Day of each month as provided in the second paragraph of Section 2.02 hereof. In the case of a payment of defaulted interest, "Interest Payment Date" also means the date of such payment established pursuant to Section 2.03 hereof.

*"Interest Period"* means, initially, the period from the Closing Date to and including \_\_\_\_\_ 1, 202\_, and thereafter, the period commencing on each succeeding Interest Payment Date and ending on the last day of the month preceding the next Interest Payment Date.

*"Interest Rate"* means the Initial Interest Rate to but not including the Initial Mandatory Tender Date, and thereafter the applicable Remarketing Rate.

*"Interest Rate for Advances"* means the rate per annum which is two percent plus that interest rate announced by the Trustee in its lending capacity as a bank as its "Prime Rate" or its "Base Rate."

*"Investor Limited Partner"* means Red Stone Equity-Fund 88 Limited Partnership, a Delaware limited partnership, and its permitted successors and assigns.

*"Issuer Documents"* means the Financing Documents to which the Issuer is a party.

*"Issuer Fee"* means the amount of \$[\_\_\_\_\_], which represents 1.5% of the par amount of the Bonds, paid by the Trustee on behalf of the Borrower to the Issuer on the Closing Date in connection with, and as consideration for, the issuance of the Bonds.

*"Issuer's Tax Certificate"* means the Issuer's Tax Certificate, dated the Closing Date, from the Issuer.

*"Land Use Restriction Agreement"* means the Land Use Restriction Agreement dated as of \_\_\_\_\_ 1, 2022, between the Issuer and the Borrower with respect to the Project and the Bonds.

*"Lender"* means Merchants Capital Corp.

*"Lender Funds"* means warehouse funds or other funds of the Lender to be advanced by the Lender to the Trustee and/or proceeds, if any, received from the sale by the Lender of GNMA Securities, which, in the aggregate, do not exceed \$[\_\_\_\_\_], and which do not represent an advance of Mortgage Loan funds.

*"Loan"* means the loan by the Issuer to the Borrower of the proceeds received from the sale of the Bonds.

*"Loan Agreement"* means the Loan Agreement dated as of the date hereof among the Issuer, the Borrower and the Bond Trustee, as the same may be amended, restated or supplemented from time to time.

*"Loan Payments"* means the amounts required to be paid by the Borrower in repayment of the Loan pursuant to the provisions of the Note and Section 4.01 of the Loan Agreement.

*"Local Time"* means central time (daylight or standard, as applicable) in Chicago, Illinois.

*"Mandatory Tender"* means a tender of Bonds required by Section 3.05 hereof.

*"Mandatory Tender Date"* means (a) the Initial Mandatory Tender Date and (b) if the Bonds Outstanding on the Initial Mandatory Tender Date or on any subsequent Mandatory Tender Date are remarketed pursuant to Section 3.07 hereof for a Remarketing Period that does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

*"Maturity Date"* means \_\_\_\_\_ 1, 202\_.

*"Maximum Interest Rate"* means the interest rate equal to the lesser of: (a) 12% per annum, or (b) the maximum interest rate per annum permitted by applicable State law.

*"Mortgage Loan"* means the mortgage loan to be made from the Lender to the Borrower in the principal amount of \$\_\_\_\_\_ with respect to the Project, as described and provided for in the FHA Commitment.

*"Mortgage Loan Documents"* means the mortgage, the mortgage note, the HUD Regulatory Agreement and all other documents required by the Lender and/or FHA in connection with the Mortgage Loan.

*"National Housing Act"* means the National Housing Act of 1934, as amended.

*"Negative Arbitrage Account"* means the Negative Arbitrage Account of the Bond Fund created in Section 4.01 hereof.

*"Note"* means the promissory note of the Borrower, dated as of even date with the Bonds initially issued, in the form attached as Exhibit A to the Loan Agreement and in the principal amount of \$[\_\_\_\_\_], evidencing the obligation of the Borrower to make Loan Payments.

*"Notice Address"* means with respect to each of the Persons listed below the address set forth below until such time as such Person shall have notified each of the other Persons listed below of a new Notice Address.

If to the Issuer:

City of Chicago  
Department of Housing  
City Hall  
121 N. LaSalle Street, Room 1006  
Chicago, Illinois 60602

With copies to:

City of Chicago  
Office of the Corporation Counsel  
City Hall - Room 600  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Finance and Economic Development  
Division

and to:

City of Chicago  
Department of Finance - Financial Policy 33 North  
LaSalle Street, Suite 600  
Chicago, Illinois 60602  
Attention: Deputy Comptroller

If to the Borrower:

Grace Manor, LP  
2850 S. Michigan Avenue  
Chicago, IL 60616  
Attention: Eileen Rhodes

With a copy to:

Katten Muchin Rosenman LLP  
525 West Monroe Street  
Chicago, IL 60661-3693  
Attention: David P. Cohen

If to the Lender:

Merchants Capital Corp.  
410 Monon Boulevard, 5<sup>th</sup> Floor  
Carmel, Indiana 46032  
Attention: Lauren E. Campbell

With a copy to:

Dinsmore & Shohl LLP  
211 North Pennsylvania Street, Suite 1800  
Indianapolis, IN 46204  
Attention: John W. Hamilton, Esq.

If to the Bond Trustee:

Zions Bancorporation, National Association  
601 Union Street, Suite 3600  
Seattle, Washington 98101  
Attn: Corporate Trust

If to the Remarketing Agent: Stifel, Nicolaus & Company, Incorporated  
10500 NE 8<sup>th</sup> Street  
Suite 1410  
Bellevue, Washington 98004  
Attention:

If to the Investor Limited Partner:  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel  
Applegate & Thorne-Thomsen, P.C.  
425 S. Financial Place, Suite 1900  
Chicago, IL 60605

With a copy to: Attention: Bennett P. Applegate

If to the Rating Agency: Moody's Investors Service, Inc.  
7 World Trade Center  
250 Greenwich Street, 16<sup>th</sup> Floor  
New York, New York 10007  
Attention: Public Finance Group – Housing Team  
Electronic notices shall be delivered to:  
[Housing@moodys.com](mailto:Housing@moodys.com)

*"Notice by Mail"* or *"notice"* of any action or condition "by Mail" shall mean a written notice meeting the requirements of this Bond Indenture mailed by first-class mail to the Holders of specified registered Bonds at the addresses shown in the Bond Register.

*"Optional Redemption Date"* means \_\_\_\_\_, 1, 202\_.

*"Ordinance"* means the ordinance adopted by the City Council of the Issuer on \_\_\_\_\_, 2022, authorizing the issuance, sale and delivery of the Bonds.

*"Ordinary Trustee Fees and Expenses"* means an upfront fee in the amount of \$5,000 payable on the Closing Date, payable from funds of the Borrower.

*"Organizational Documents"* means the Borrower's Amended and Restated Agreement of Limited Partnership dated \_\_\_\_\_, 20\_\_.

*"Outstanding"* when used with respect to the Bonds, means all Bonds theretofore authenticated and delivered under this Bond Indenture, except:

(a) Bonds theretofore cancelled by the Bond Trustee or theretofore delivered to the Bond Trustee for cancellation;

(b) Bonds for the payment or redemption of which money or obligations shall have been theretofore deposited with the Bond Trustee in accordance with Article IX hereof;

(c) Bonds paid pursuant to Section 2.03 hereof; and

(d) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under this Bond Indenture.

*"Participant"* when used with respect to any Securities Depository means any participant of such Securities Depository.

*"Paying Agent"* or *"paying agent"* means the Bond Trustee and its successors designated pursuant to this Bond Indenture.

*"Person"* or *"Persons"* means one or more natural persons, firms, associations, partnerships, corporations, limited liability companies or public bodies.

*"Plans and Specifications"* means the plans and specifications describing the Project as now prepared and as they may be changed, revised and updated from time to time as provided in the Loan Agreement.

*"Predecessor Bond"* of any particular Bond means every previous Bond evidencing all or a portion of the same debt as that evidenced by the particular Bond. For the purposes of this definition, any Bond authenticated and delivered under Section 2.09 hereof in lieu of a lost, stolen or destroyed Bond shall, except as otherwise provided in Section 2.09, be deemed to evidence the same debt as the lost, stolen or destroyed Bond.

*"Project"* means the acquisition of a parcel of land located at 3401-23 W. Ogden Avenue, Chicago, Illinois and the construction thereon of a 65-unit residential rental facility, 100% of which will be affordable for households earning no more than 60% of the area median income, together with a ground floor devoted to residential amenities, retail and community space, to be known as Grace Manor Apartments.

*"Project Costs"* means, to the extent authorized by the Code, any and all costs incurred by the Borrower with respect to the acquisition and construction of the Project, including, without limitation, costs for site preparation, the planning of housing and related facilities and improvements, the acquisition of property, the removal, demolition or rehabilitation of existing structures, the construction of housing and related facilities and improvements, and all other work in connection therewith, and all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors' and Borrower's overhead and supervisors' fees and costs directly allocable to the Project, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, county or entity for expenditures made for the Project), and interest accrued during construction and prior to the Completion Date.

*"Project Fund"* means the Project Fund created in Section 4.01 hereof

*"Qualified Project Costs"* means Project Costs (excluding Costs of Issuance) paid (i) after the date which is 60 days prior to the adoption of the Inducement Ordinance or (ii) prior to such date which are nevertheless eligible for reimbursement under the Code, which either constitute land or property of a character subject to the allowance for depreciation under Section 167 of the Code or are chargeable to a capital account with respect to the Project for federal income tax and financial accounting purposes, or would be so chargeable either with a proper

election by the Borrower or but for the proper election by the Borrower to deduct those amounts within the meaning of Code Regulation 1.103-8(a)(1)(i); provided, however, that only such portion of interest accrued during construction of the Project shall constitute a Qualified Project Cost as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided, further, that interest accruing after the Completion Date shall not be a Qualified Project Cost; and provided still further that, if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), "Qualified Project Costs" shall include only (a) the actual out-of-pocket costs incurred by such Affiliated Party in constructing the Project (or any portion thereof), (b) any reasonable fees for supervisory services actually rendered by the Affiliated Party and (c) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the construction of the Project or payments received by such Affiliated Party due to early completion of the Project (or any portion thereof).

*"Rating Agency"* means Moody's, S&P or any other nationally recognized securities rating agency rating the Bonds, or such rating agency's successors or assigns, and initially means Moody's so long as Moody's is rating the Bonds'.

*"Rating Category"* means one of the rating categories of the Rating Agency for the specific type and duration of the applicable Eligible Investment.

*"Rebate Amount"* means the amount required to be rebated to the United States pursuant to Section 148 of the Code.

*"Rebate Analyst"* means a certified public accountant, financial analyst or attorney, or any firm of the foregoing, or a financial institution (which may include the Bond Trustee) experienced in making the arbitrage and rebate calculations required pursuant to Section 148 of the Code and selected by the Issuer at the expense of the Borrower to calculate the Rebate Amount or, in the event that the Issuer fails to so select a Rebate Analyst and the Borrower fails to pay such fee one month prior to any date on which calculations are required to be made, any qualified person retained by the Bond Trustee to calculate the Rebate Amount. The initial Rebate Analyst shall be Tiber Hudson LLC.

*"Rebate Analyst Fee"* means the fee of the Rebate Analyst in an amount to be paid from moneys in the Rebate Fund and other funds provided by the Borrower for such purpose.

*"Rebate Fund"* means the Rebate Fund created in Section 4.01 hereof

*"Redemption Date"* means any date on which Bonds are redeemed in accordance with this Bond Indenture, including (a) the Maturity Date, (b) the date of acceleration of the Bonds and (c) pursuant to Sections 3.01 and 3.05 hereof.

*"Register"* means the books kept and maintained by the Trustee for registration and transfer of Bonds pursuant to Section 2.10 hereof.

*"Regular Record Date"* means, with respect to any Bond, the fifteenth day of the calendar month next preceding an Interest Payment Date.

*"Rehabilitation Expenditures"* shall mean, unless otherwise provided in Section 147(d)(3) of the Code and the Regulations, any amount, whether or not financed with the net proceeds of the Bonds, that is:

- (a) properly chargeable to the capital account of the Project;
- (b) incurred by the Borrower, or by the seller of such building pursuant to applicable contract of sale, after the inducement date and prior to the date that is 2 years after the later of the issue date or the acquisition of such building by the Borrower;
- (c) incurred for property (or additions or improvements to property) in connection with the rehabilitation of a building comprising a part of the Project and, in the case of an integrated operation contained in such a building before its acquisition by the Borrower, the rehabilitation of existing equipment in such building or the replacement of such equipment with equipment having substantially the same function; and
- (d) not an expenditure described in Section 47(c)(2)(B) of the Code.

*"Remarketing Agent"* means Stifel, Nicolaus & Company, Incorporated or any successor as Remarketing Agent designated in accordance with Section 7.17 hereof.

*"Remarketing Agent's Fee"* means the fee of the Remarketing Agent for its remarketing services.

*"Remarketing Agreement"* means the Remarketing Agreement, dated as of \_\_\_\_\_ 1, 2022, by and between the Borrower and the Remarketing Agent, as amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor.

*"Remarketing Date"* means the Initial Remarketing Date and, if the Bonds Outstanding on such date or on any subsequent Remarketing Date are remarketed pursuant to Section 3.07 for a Remarketing Period that does not extend to the final maturity of the Bonds, the day after the last day of the Remarketing Period.

*"Remarketing Expenses"* means the costs and expenses, other than Administrative Expenses, incurred by the Trustee and its counsel, the Remarketing Agent and its counsel, the Issuer and its counsel, and Bond Counsel in connection with the remarketing of the Bonds, including bond printing and registration costs, costs of funds advanced by the Remarketing Agent, registration and filing fees, rating agency fees, the costs of any cash flow verification reports, and other costs and expenses incurred in connection with or properly attributable to the remarketing of Bonds as certified to the Trustee by the Remarketing Agent in writing.

*"Remarketing Notice Parties"* means the Borrower, the Issuer, the Trustee, the Remarketing Agent and the Lender.

*"Remarketing Period"* means the period beginning on a Remarketing Date and ending on the last day of the term for which Bonds are remarketed pursuant to Section 3.07 or the final Maturity Date of the Bonds, as applicable.

*"Remarketing Proceeds Account"* means the Remarketing Proceeds Account of the Bond Fund created in Section 4.01 hereof.

*"Remarketing Rate"* means the interest rate or rates established pursuant to the third paragraph of Section 2.02 and borne by the Bonds then Outstanding from and including each Remarketing Date to, but not including, the next succeeding Remarketing Date or the final Maturity Date of the Bonds, as applicable.

*"Reserved Rights"* of the Issuer means (a) the right of the Issuer to amounts payable to it pursuant to Section 4.04 of the Loan Agreement, (b) all rights which the Issuer or its members, directors, officers, officials, agents or employees may have under this Indenture and the Financing Documents to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Issuer itself, or its members, directors, officers, officials, agents or employees, (c) the right of the Issuer to receive notices, reports or other information, make determinations and grant approvals hereunder and under the other Financing Documents, (d) all rights of the Issuer to enforce the representations, warranties, covenants and agreements of the Borrower pertaining in any manner or way, directly or indirectly, to the requirements of the Act or of the Issuer, and set forth in any of the Financing Documents or in any other certificate or agreement executed by the Borrower, (e) all inspection rights of the Issuer, (f) all rights of the Issuer in connection with any amendment to or modification of the Financing Documents, and (g) all enforcement remedies with respect to the foregoing.

*"Revenues"* means (a) the Loan Payments, (b) the Eligible Funds, (c) all other money received or to be received by the Trustee in respect of repayment of the Loan, including without limitation, all money and investments in the Bond Fund, (d) any money and investments in the Project Fund and the Collateral Fund, and (e) all income and profit from the investment of the foregoing money. The term *"Revenues"* does not include any money or investments in the Rebate Fund.

*"Securities Depository"* means any securities depository registered as a clearing agency with the Securities and Exchange Commission pursuant to Section 17A of the Securities Exchange Act of 1934, as amended, and appointed as a securities depository for the Bonds.

*"Special Funds"* means, collectively, the Bond Fund, the Project Fund and the Collateral Fund, and any accounts therein, all as created in this Indenture.

*"Special Record Date"* means the date and time established by the Bond Trustee for the determination of which Holders shall be entitled to receive overdue interest or principal on the Bonds pursuant to Section 2.03 hereof.

*"State"* means the State of Illinois.

*"Subordinate Lender"* means [the City of Chicago and Grace at Jerusalem CDC and/or its affiliate].

*"Subordinate Loan"* means [the subordinate loans to Borrower (i) in the amount of [\$9,420,000] being made by the City of Chicago, from its Multi-Family Program Funds, (ii) in the amounts of [\$5,500,000] and [\$98,000] being made by Grace at Jerusalem CDC, an Illinois not-for-profit corporation, and/or its affiliate, and (iii) the amount of [\$213,910] of the Energy Grant Proceeds Loan, as defined in Exhibit A to the Ordinance.]

*"Supplemental Indenture"* means a supplement to this Bond Indenture being authorized and executed pursuant to Section 8.01 or Section 8.02 hereof

"*Surplus Cash*" has the meaning specified in the HUD Regulatory Agreement.

"*Tax Regulatory Agreement*" means the Tax Regulatory Agreement, dated the Closing Date, between the Borrower and the Issuer relating to the Bonds.

"*Tendered Bond*" means any Bond which has been tendered for purchase pursuant to a Mandatory Tender.

"*Trust Estate*" means the property rights, money, securities and other amounts pledged and assigned pursuant to the Granting Clauses of this Bond Indenture.

"*Undelivered Bond*" means any Bond that is required under this Indenture to be delivered to the Remarketing Agent or the Trustee for purchase on a Mandatory Tender Date but that has not been received on the date such Bond is required to be so delivered.

"*Underwriter*" means Stifel, Nicolaus & Company, Incorporated.

**Section 1.02 Interpretation.** Reference to Articles, Sections, and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Bond Indenture. The headings of this Bond Indenture are for convenience only and do not define or limit the provisions hereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate.

## ARTICLE 2 THE BONDS

**Section 2.01 Issuance of Bonds.** The Bonds shall be issued in the maximum aggregate principal amount of \$[22,000,000]; shall be designated "Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022"; and shall be in the Authorized Denominations requested by the Holder (*provided, however*, that each Bond shall have only one principal maturity date, unless the Trustee shall be directed in writing to authenticate and deliver a Bond of more than one maturity). Unless the Issuer shall otherwise direct the Trustee in writing, the Bonds shall be numbered consecutively from R-1 upwards.

Each Bond shall be (i) substantially in the form attached as *Exhibit A* to this Bond Indenture, (ii) dated \_\_\_\_\_, 2022, (iii) issued only as fully registered bonds, and, except as provided in Section 2.10 hereof, the Holder of a Bond shall be regarded as the absolute owner thereof for all purposes of this Indenture.

**Section 2.02 Maturity and Interest.** The Bonds shall bear interest on the principal amount Outstanding from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or provided for, from their date of initial delivery, payable on each Interest Payment Date. The Bonds shall bear interest for each Interest Period at the Interest Rate all as more specifically set forth hereinafter. Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds shall mature on the Maturity Date, subject to prior redemption as set forth in Section 3.01 hereof and subject to Mandatory Tender for purchase as set forth in Section 3.05 hereof.

From the date of their initial delivery to, but not including, the Initial Mandatory Tender Date, the interest rate on the Bonds shall be the Initial Interest Rate. On the Initial Mandatory

Tender Date, the Bonds shall be subject to Mandatory Tender pursuant to Section 3.05 hereof. If insufficient funds are available to pay the purchase price on the Bonds following such Mandatory Tender on the Initial Mandatory Tender Date, the Bonds shall be redeemed in accordance with the provisions of Section 3.01(c) hereof.

The Remarketing Agent shall establish the interest rate on the Bonds Outstanding for each Remarketing Period at the Remarketing Rate in accordance with this Section 2.02. Not less than ten (10) Business Days preceding each Remarketing Date, the Remarketing Agent, taking into consideration prevailing market conditions, shall, using its best professional judgment, determine the minimum rate(s) of interest which, if borne by the Bonds then Outstanding for the Remarketing Period specified by the Remarketing Agent at the direction of the Borrower as provided in Section 3.05 hereof, would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds that would not exceed the Maximum Interest Rate. The rate of interest determined in accordance with the previous sentence shall be the Remarketing Rate for the specified Remarketing Period; provided that if the rate of interest so determined for such period would exceed the Maximum Interest Rate, the Bonds Outstanding shall be remarketed for the longest Remarketing Period for which the minimum rate of interest that would enable such Bonds to be remarketed at a price equal to 100% of the principal amount of such Bonds would not exceed the Maximum Interest Rate. Notwithstanding the foregoing, if the rate of interest so determined for any Remarketing Period would exceed the Maximum Interest Rate, the Bonds Outstanding shall not be remarketed and shall be redeemed from funds available to pay the tender price thereof in accordance with Section 3.05(e) hereof.

The Remarketing Agent shall, upon determination of the Remarketing Rate and Remarketing Period, immediately (and in no event later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate and the Remarketing Period) give notice of its determination by telephone or electronic mail, promptly confirmed in writing, to the Trustee, the Issuer and the Borrower. The Remarketing Rate and the Remarketing Period shall be conclusive and binding upon actual receipt thereof by the Trustee, the Issuer, the Borrower and the Holders for the purposes of this Indenture.

**Section 2.03 Payment and Ownership of Bonds.** To the extent provided in and except as otherwise permitted by this Indenture, the Bonds shall be special limited obligations of the Issuer and the Bond Service Charges thereon shall be payable equally and ratably solely from and secured solely by (a) the Revenues, including but not limited to money and investments in the Special Funds, (b) the assignment of Revenues hereunder and by this Indenture, and (c) the Trust Estate. Notwithstanding anything herein contained to the contrary, any obligation which the Issuer may incur under this Indenture or under any instrument executed in connection herewith which shall entail the expenditure of money shall not be a general obligation of the Issuer but shall be a limited obligation payable solely from amounts assigned to the Trustee pursuant to this Indenture.

Bond Service Charges shall be payable in lawful money of the United States of America without deduction for the services of the Trustee. Subject to the provisions of Section 2.12 hereof, (a) the principal of any Bond shall be payable when due to a Holder by the Trustee, and (b) interest on any Bond shall be paid on each Interest Payment Date by check which the Trustee shall cause to be mailed on that date to the Person in whose name the Bond (or one or more Predecessor Bonds) is registered at the close of business on the Regular Record Date applicable to that Interest Payment Date on the Register at the address appearing therein.

If and to the extent, however, that the Issuer shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, that interest shall cease to be payable to the Person who was the Holder of that Bond (or of one or more Predecessor Bonds) as of the applicable Regular Record Date. In that event, except as provided below in this Section, when money becomes available for payment of the interest, (a) the Trustee shall, pursuant to Section 6.06(d) hereof, establish a Special Record Date for the payment of that interest which shall be not more than 15 nor fewer than 10 days prior to the date of the proposed payment, and (b) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed by first-class mail, postage prepaid, to each Holder at its address as it appears on the Register not fewer than 10 days prior to the Special Record Date and, thereafter, the interest shall be payable to the Persons who are the Holders of the Bonds (or their respective Predecessor Bonds) at the close of business on the Special Record Date.

Subject to the foregoing, each Bond delivered under this Indenture upon transfer thereof, or in exchange for or in replacement of any other Bond, shall carry the rights to interest accrued and unpaid, and to accrue on that Bond, or which were carried by that Bond.

Except as provided in this Section and Section 2.09 hereof, (a) the Holder of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes of this Indenture, (b) payment of or on account of the Bond Service Charges on any Bond shall be made only to or upon the order of that Holder or its duly authorized attorney in the manner permitted by this Indenture, and (c) neither the Issuer nor the Trustee shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including without limitation, the interest thereon, to the extent of the amount or amounts so paid. Notwithstanding anything to the contrary herein or in any of the Bond Documents, the Trustee is authorized to use funds on deposit in the Special Funds, as and when provided, to pay principal and interest on the Bonds when due.

**Section 2.04 Restriction on Issuance of Bonds.** No Bonds may be issued under the provisions of this Bond Indenture except in accordance with this Article. The total principal amount of Bonds that may be issued hereunder, other than Bonds issued pursuant to the provisions of Section 2.09 hereof or in substitution for other Bonds, is expressly limited to the amount set forth in Section 2.01.

**Section 2.05 Limited Obligations.** The Bonds and the interest thereon are limited obligations of the Issuer, payable solely from the revenues, receipts and security pledged therefor in the Granting Clauses hereof. The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State, or any political subdivision of the State within the meaning of any constitutional or statutory provisions. None of the Issuer, the State or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the payments pledged with respect thereto and certain reserve funds established in connection therewith. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

**Section 2.06 Bond Indenture Constitutes Contract.** In consideration of the purchase and acceptance of the Bonds issued hereunder by those who shall hold them from time to time,

the provisions of this Indenture shall be deemed to be a part of, and continue to be, a contract between the Issuer and the Holders of the Bonds from time to time.

**Section 2.07 Execution.** The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of its Mayor, attested by the manual or facsimile signature of its City Clerk or Deputy City Clerk, under the official seal, or a facsimile thereof, of the Issuer. Any facsimile signatures shall have the same force and effect as if said officers had manually signed said Bonds. Any reproduction of the official seal of the Issuer on the Bonds shall have the same force and effect as if the official seal of the Issuer had been impressed on the Bonds.

In case any officer whose manual or facsimile signature shall appear on any Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he had remained in office until delivery, and also any Bond may bear the facsimile signatures of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

**Section 2.08 Authentication.** Only such Bonds as shall have endorsed thereon a certificate of authentication substantially in the form on the attached *Exhibit A* duly executed by the Bond Trustee shall be entitled to any right or benefit under this Bond Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly executed manually by the Bond Trustee; and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Bond Indenture. The Bond Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Trustee, but it shall not be necessary that the same person sign the certificate of authentication of all of the Bonds.

**Section 2.09 Mutilated, Lost, Stolen or Destroyed Bonds.** In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Bond Trustee shall authenticate a new Bond, of like date, interest rate, maturity and denomination as that mutilated, lost, stolen or destroyed. Any mutilated Bond shall first be surrendered to the Bond Trustee; and in the case of any lost, stolen or destroyed Bond, there shall first be furnished to the Issuer and the Bond Trustee evidence of such loss, theft or destruction reasonably satisfactory to them together with indemnity reasonably satisfactory to them. In the event any such Bond shall have matured, instead of issuing a duplicate Bond or Bonds the Bond Trustee shall, upon the written direction of the Issuer, pay the same without surrender thereof. The Issuer and the Bond Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses, including the cost of printing replacement Bonds.

Every new Bond issued pursuant to this Section shall, with respect to such Bond, constitute an additional contractual obligation of the Issuer, whether or not the mutilated, lost, stolen or destroyed Bond shall be found at any time, and shall be entitled to all the benefits of this Bond Indenture equally and proportionately with any and all other Bonds duly issued hereunder. All Bonds shall be held and owned on the express condition that the foregoing provisions of this Section are exclusive with respect to the replacement or payment of mutilated, lost, stolen or destroyed Bonds and shall preclude any and all rights or remedies, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

**Section 2.10 Transfer and Exchange of Bonds; Persons Treated as Holders.** The Bond Trustee as Registrar shall cause a bond register (herein sometimes referred to as the "Bond Register") to be kept for the registration of transfers of Bonds. Any Bond may be transferred only upon an assignment duly executed by the registered Holder or his or her duly authorized representative in such form as shall be satisfactory to the Registrar, and upon surrender of such Bond to the Bond Trustee for cancellation. Whenever any Bond or Bonds shall be surrendered for transfer, the Issuer shall execute and the Bond Trustee shall authenticate and deliver to the transferee a replacement fully registered Bond or Bonds of Authorized Denomination in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being presented and surrendered for transfer.

Any Bond may, in accordance with its terms, be exchanged, at the office of the Bond Trustee, for a new fully registered Bond or Bonds, of the same maturity, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate as, the Bonds being exchanged. In the event of a partial redemption of a Bond, the Bond Trustee shall authenticate and deliver to the Owner thereof a new Bond of like date, interest rate, maturity and denomination as the partially redeemed Bond in the amount of the unredeemed principal thereof.

In all cases in which Bonds shall be transferred or exchanged hereunder, the Bond Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid limited obligations of the Issuer, evidencing the same debt, and entitled to the same benefits under this Bond Indenture, as the Bonds surrendered upon transfer or exchange. Neither the Issuer nor the Bond Trustee shall be required to make any exchange or transfer of a Bond during a period beginning at the opening of business 15 days before (i) any Interest Payment Date (including any special interest payment date described in Section 2.02 hereof), or (ii) the day of the mailing of a notice of redemption of Bonds and ending at the close of business on the day of such mailing or such Interest Payment Date, or to transfer or exchange any Bonds selected for redemption, in whole or in part.

The Person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered Holder thereof or his legal representative, and neither the Issuer nor the Bond Trustee shall be affected by any notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

**Section 2.11 Cancellation and Disposition of Bonds.** Any Bond surrendered for the purpose of payment or retirement, or for exchange, or for replacement or payment pursuant to Section 2.09, shall be cancelled upon surrender thereof to the Bond Trustee. Evidence of such surrender and cancellation shall be provided to the Issuer by the Bond Trustee, if requested in writing. Cancelled Bonds, or unissued Bond inventory held in blank by the Bond Trustee upon the maturity or total redemption of the Bonds, shall be disposed of by the Trustee in accordance with its retention policy then in effect and evidence of such disposition shall be provided by the Bond Trustee to the Issuer, if requested in writing.

**Section 2.12 Book-Entry Provisions.** The provisions of this Section shall apply so long as the Bonds are maintained in book-entry form with The Depository Trust Company or another Securities Depository, any provisions of this Bond Indenture to the contrary notwithstanding.

(a) *Payments.* The Bonds shall be payable to the Securities Depository, or its nominee, as the registered owner of the Bonds, on each date on which the principal of, interest on, and premium, if any, on the Bonds is due as set forth in this Indenture and in the Bonds. Such payments shall be made to the offices of the Securities Depository specified by the Securities Depository to the Issuer and the Bond Trustee in writing. Without notice to or the consent of the beneficial owners of the Bonds, the Issuer and the Securities Depository may agree in writing to make payments of principal, premium, if any, and interest in a manner different from that set forth herein. If such different manner of payment is agreed upon, the Issuer shall give the Bond Trustee written notice thereof, and the Bond Trustee shall make payments with respect to the Bonds in the manner specified in such notice as set forth herein. Neither the Issuer nor the Bond Trustee shall have any obligation with respect to the transfer or crediting of the principal of, interest on, and premium, if any, on the Bonds to Participants or the beneficial owners of the Bonds or their nominees.

(b) *Replacement of the Securities Depository.* The Issuer may, and in the case of subparagraph (ii) or (iii) below shall, discontinue use of a Securities Depository as the depository of the Bonds if (i) the Issuer, in its sole discretion, determines that (A) such Securities Depository is incapable of discharging its duties with respect to the Bonds, or (B) the interest of the beneficial owners of the Bonds might be adversely affected by the continuation of the book-entry system with such Securities Depository as the depository for the Bonds, (ii) the beneficial owners of 100% of the Bonds Outstanding direct the Issuer to do so, or (iii) such Securities Depository determines not to continue to act as a depository for the Bonds or is no longer permitted to act as such depository. Notice of any determination pursuant to clauses (i), (ii) or (iii) shall be given to such Securities Depository at least 30 days prior to any such determination (or such fewer number of days as shall be acceptable to such Securities Depository). The Issuer shall have no obligation to make any investigation to determine the occurrence of any events that would permit the Issuer to make any determination described in this paragraph.

(c) *Discontinuance of Book-Entry or Change of Securities Depository.* If, following a determination or event specified in paragraph (b) above, the Issuer discontinues the maintenance of the Bonds in book-entry form with the then current Securities Depository, the Issuer will issue replacement Bonds to the successor Securities Depository, if any, or, if no replacement Securities Depository is selected for the Bonds, directly to the Participants as shown on the records of the former Securities Depository or, to the extent requested by any Participant or if directed to do so by the beneficial owners of 100% of the Bonds Outstanding pursuant to subparagraph (b)(ii) above, to the beneficial owners of the Bonds shown on the records of such Participant. Replacement Bonds shall be in fully registered form and in authorized denominations, be payable as to interest on the Interest Payment Dates of the Bonds by check mailed to each registered owner at the address of such owner as it appears on the bond registration books maintained by the Bond Registrar for such purpose at the principal corporate trust office of the Bond Trustee or at the option of any registered owner of not less than \$1,000,000 principal amount of Bonds, by wire transfer to any address in the

continental United States of America on such Interest Payment Date to such registered owner as of the Regular Record Date relating to such Interest Payment Date, if such registered owner provides the Bond Trustee with written notice of such wire transfer address not later than such Regular Record Date (which notice may provide that it will remain in effect with respect to subsequent Interest Payment Dates unless and until changed or revoked by subsequent written notice provided 10 business days prior to the next applicable Regular Record Date). Principal and redemption premium, if any, on the replacement Bonds are payable only upon presentation and surrender of such replacement Bond or Bonds at the principal corporate trust office of the Bond Trustee.

(d) *Effect of Book-Entry System.* The Securities Depository and its Participants and the beneficial owners of the Bonds, by their acceptance of the Bonds, agree that the Issuer and the Bond Trustee shall not have liability for the failure of such Securities Depository to perform its obligations to the Participants and the beneficial owners of the Bonds, nor shall the Issuer or the Bond Trustee be liable for the failure of any Participant or other nominee of the beneficial owners to perform any obligation of the Participant to a beneficial owner of the Bonds.

**Section 2.13 Delivery of the Bonds.** Upon execution and delivery of this Bond Indenture, and satisfaction of the conditions established by the Issuer in the Bond Resolution and in the Bond Purchase Agreement for delivery of the Bonds, the Issuer shall execute the Bonds and deliver them to the Trustee with written directions to authenticate them. The Bond Trustee shall authenticate and deliver the Bonds as provided in this Bond Indenture, but only upon the receipt of the following:

(i) An order of the Issuer directing the Bond Trustee to authenticate and deliver the Bonds (a form of which is attached hereto as **Exhibit A**) against receipt of the initial purchase price therefor;

(ii) A certified copy of the Ordinance;

(iii) Executed counterparts of this Indenture and the other Financing Documents specifically listed in the definition of Financing Documents;

(iv) An opinion of Counsel to the Issuer addressed to the Trustee to the effect that the Bonds have been duly authorized, executed and delivered and that the Bond Documents have been duly executed and delivered by the Issuer and constitute valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms, subject to bankruptcy, insolvency or other laws affecting creditors' rights generally and, with respect to certain remedies which require, or may require, enforcement by a court of equity, such principles of equity as the court having jurisdiction may impose;

(v) An opinion of Bond Counsel addressed to the Trustee, substantially to the effect that this Indenture and the Bonds constitute legal, valid and binding obligations of the Issuer, subject to customary exceptions relating to bankruptcy and insolvency, and to the further effect that the interest on the Bonds is excludable from the gross income of the holders thereof for federal income tax purposes under existing law, subject to customary exceptions and this Indenture creates a lien on the Trust Estate;

(vi) An opinion of counsel for the Borrower addressed to the Trustee to the effect that the Borrower Documents have been duly authorized, executed and delivered by the Borrower and are legal, valid and binding agreements of the Borrower in accordance with their respective terms subject to customary qualifications and exceptions;

(vii) Funds the Trustee is required to receive for deposit pursuant to Section 4.02 hereof;

(viii) Reimbursement of all fees and expenses due to Trustee hereunder;

(ix) A request and authorization signed by an Authorized Issuer Representative authorizing the Trustee to authenticate and to deliver the Bonds to the Underwriter upon payment to the Trustee for the account of the Issuer of the amount specified in such request and authorization plus accrued interest, if any, thereon to the date of delivery;

(x) Evidence in writing of recordation of the Land Use Restriction Agreement (which may be in the form of a title company certified copy); and

(xi) Any other documents or opinions which the Trustee, the Issuer or Bond Counsel may reasonably require, which requirement shall be deemed to be satisfied upon the delivery of the Opinion of Bond Counsel.

**Section 2.14 Special Agreement with Holders.** Notwithstanding any provision of this Indenture or of any Bond to the contrary, with the written approval of the Borrower, the Trustee may but shall not be obligated to, enter into an agreement with any Holder providing for making all payments to that Holder of principal of and interest on that Bond or any part thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner other than as provided in this Indenture and in the Bond, without presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Trustee and the Borrower; provided, that payment in any event shall be made to the Person in whose name a Bond shall be registered on the Register, with respect to payment of principal, on the date such principal is due, and, with respect to the payment of interest, as of the applicable Regular Record Date or Special Record Date, as the case may be.

The Trustee will furnish a copy of each of those agreements, certified to be an accurate copy by an officer of the Trustee, to the Issuer and the Borrower. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this Indenture.

**Section 2.15 CUSIP Numbers.** The Issuer in issuing the Bonds may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee shall use "CUSIP" numbers in notices of redemption as a convenience to Holders; *provided* that the Trustee shall have no liability for any defect in the "CUSIP" numbers as they appear on any Bond, notice or elsewhere, and, *provided further* that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Bonds, and any such redemption shall not be affected by any defect in or omission of such

numbers. The Issuer will promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

### ARTICLE 3 REDEMPTION OF BONDS

**Section 3.01 Redemption of Bonds.** The Bonds are subject to redemption prior to their stated maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower on the Initial Remarketing Date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable Redemption Date. After the Initial Remarketing Date, the Borrower, in consultation with the Remarketing Agent, may establish an optional redemption date with respect to any subsequent Remarketing Period and, thereafter, the Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower on or after the applicable redemption date at a redemption price of 100% of the principal amount of such Bonds to be redeemed plus accrued interest to the applicable redemption date.

(b) Reserved.

(c) Mandatory Redemption. The Bonds shall be redeemed in whole at a redemption price of 100% of the principal amount of such Bonds, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in this Indenture have not been met by the dates and times set forth in Section 3.07(b) or Section 3.07(d) hereof, or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 a.m. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Collateral Fund, (ii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund, (iii) amounts on deposit in the Project Fund, and (iv) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(d) Purchase in Lieu of Redemption. At the election of the Borrower upon a redemption in whole of the Bonds, by written notice to the Trustee and the Remarketing Agent given not less than five (5) Business Days in advance of such redemption date, the Bonds will be deemed tendered for purchase in lieu of the redemption on such date and the call for redemption shall be cancelled. The purchase price of Bonds so purchased in lieu of redemption shall be the principal amount thereof together with all accrued and unpaid interest to the date of redemption and any prepayment fee, if due, and shall be payable on the date of redemption thereof. Bonds so purchased in lieu of redemption shall remain Outstanding and shall be registered to or upon the direction of the Borrower.

**Section 3.02 Partial Redemption.** In the case of a partial redemption of Bonds when Bonds of denominations greater than \$5,000 are then Outstanding, each \$5,000 unit of face value of principal thereof shall be treated as though it were a separate Bond of the

denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by a Bond are to be called for redemption, then upon notice of redemption of a \$5,000 unit or units, the Holder of that Bond shall surrender the Bond to the Bond Trustee (a) for payment of the redemption price of the \$5,000 unit or units of face value called for redemption (including without limitation, the interest accrued to the date fixed for redemption and any premium), and (b) for issuance, without charge to the Holder thereof, of a new Bond or Bonds of the same series, of any Authorized Denomination or Denominations in an aggregate principal amount equal to the unmatured and unredeemed portion of, and bearing interest at the same rate and maturing on the same date as, the Bond surrendered.

If less than all of an Outstanding Bond of one maturity in a Book-Entry System is to be called for redemption, the Trustee shall give notice to the Depository or the nominee of the Depository that is the Holder of such Bond, and the selection of the Beneficial Ownership Interests in that Bond to be redeemed shall be at the sole discretion of the Depository and its participants.

**Section 3.03 Notice of Redemption.** Unless waived by any Holder of Bonds to be redeemed, official written notice of redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by first-class mail, postage prepaid, to the Holder of each Bond to be redeemed, at the address of such Holder shown on the Register at the opening of business on the fifth day prior to such mailing, not less than 20 days nor more than 30 days prior to the date fixed for redemption. With respect to a mandatory redemption pursuant to Section 3.01(c), the Notice of Mandatory Tender provided to Holders pursuant to Section 3.06 shall serve as the notice of redemption required by this Section 3.03 and no further notice of redemption will be required to the Holders. A second written notice of redemption shall be given by the Trustee on behalf of the Issuer, as soon as practicable, by first-class mail to the Holder of each Bond which has been so called for redemption (in whole or in part) but has not been presented and surrendered to the Trustee within 30 days following the date fixed for redemption of that Bond.

All notices of redemption shall state:

- (a) the Redemption Date;
- (b) the redemption price;
- (c) if less than all Outstanding Bonds are to be redeemed, the identification by designation, letters, numbers or other distinguishing marks (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;
- (e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the Designated Office of the Trustee, and;
- (f) that the notice of redemption is conditioned upon there being deposited with the Bond Trustee on or prior to the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed and, in the case of any redemption premium on Bonds, that there be on deposit Eligible Funds sufficient to pay such redemption premium; and

(g) such other information as the Bond Trustee deems advisable.

Notices of redemption shall be revocable in the event that there is not on deposit with the Bond Trustee by 10:00 a.m. Central time on the date of redemption money sufficient to pay the redemption price of the Bonds to be redeemed or, in the case of any redemption premium on Bonds, there is not on deposit Eligible Funds sufficient to pay such redemption premium.

If the Bonds are not then held in a Book-Entry System, in addition to the foregoing notice, further written notice shall be given by the Trustee on behalf of the Issuer as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

(a) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information deemed necessary in the sole discretion of the Trustee to identify accurately the Bonds being redeemed.

(b) Each further notice of redemption shall be sent at least 15 days before the redemption date by electronic mail, registered or certified mail or overnight delivery service to the Electronic Municipal Market Access ("EMMA") or if EMMA is not in existence, to one or more national information services that disseminate notices of redemption of obligations such as the Bonds.

(c) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number (if any) identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Failure to receive notice by mailing or any defect in that notice regarding any Bond, however, shall not affect the validity of the proceedings for the redemption of any other Bond.

Notice of any redemption hereunder with respect to Bonds held under a Book-Entry System shall be given by the Trustee on behalf of the Issuer only to the Depository, or its nominee, as the Holder of such Bonds. Selection of Beneficial Ownership Interests in the Bonds called for redemption is the responsibility of the Depository and any failure of such Depository to notify the Beneficial Owners of any such notice and its contents or effect will not affect the validity of such notice of any proceedings for the redemption of such Bonds.

**Section 3.04 Payment of Redeemed Bonds.** Notice of Redemption having been given in the manner provided in this Article III, the Bonds and portions thereof called for redemption shall become due and payable on the Redemption Date, and upon presentation and surrender thereof at the place or places specified in that notice, shall be paid at the redemption price, including interest accrued to the Redemption Date.

Upon the payment of the price of Bonds being redeemed or prepaid, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed or prepaid with the proceeds of such check or other transfer.

If money for the redemption of all of the Bonds and portions thereof to be redeemed, together with interest accrued thereon to the Redemption Date, is held by the Trustee on the Redemption Date, so as to be available therefor on that date and if notice of redemption has been deposited in the mail as aforesaid, then from and after the Redemption Date those Bonds and portions thereof called for redemption shall cease to bear interest and no longer shall be considered to be Outstanding hereunder. If such money shall not be so available on the redemption date, or that notice shall not have been deposited in the mail as aforesaid, those Bonds and portions thereof shall continue to bear interest, until they are paid, at the same rate as they would have borne had they not been called for redemption.

All money deposited in the Bond Fund and held by the Trustee for the redemption, purchase or prepayment of particular Bonds shall be held in trust for the account of the Holders thereof and shall be paid to them, respectively, upon presentation and surrender of those Bonds

### **Section 3.05 Mandatory Tender**

(a) Mandatory Tender for Purchase. All Outstanding Bonds shall be subject to Mandatory Tender by the Holders for purchase in whole and not in part on each Mandatory Tender Date. The purchase price for each such Bond shall be payable in lawful money of the United States of America by check, shall equal 100% of the principal amount to be purchased and accrued interest, if any, to the Mandatory Tender Date, and shall be paid in full on the applicable Mandatory Tender Date.

(b) Mandatory Tender Dates. The Mandatory Tender Dates shall consist of (i) the Initial Mandatory Tender Date and (ii) any subsequent dates for mandatory tender of the Bonds established in writing by the Borrower with the written consent of the Remarketing Agent in connection with a remarketing of the Bonds pursuant to Section 3.07 hereof.

(c) Holding of Tendered Bonds. While tendered Bonds are in the custody of the Trustee pending purchase pursuant hereto, the tendering Holders thereof shall be deemed the owners thereof for all purposes, and interest accruing on tendered Bonds through the day preceding the applicable Mandatory Tender Date is to be paid as if such Bonds had not been tendered for purchase.

(d) Effect of Prior Redemption. Notwithstanding anything herein to the contrary, any Bond tendered under this Section 3.05 will not be purchased if such Bond matures or is redeemed on or prior to the applicable Mandatory Tender Date.

(e) Purchase of Tendered Bonds. The Trustee shall utilize the following sources of payments to pay the tender price of the Bonds not later than 2:30 p.m. Local Time on the Mandatory Tender Date in the following priority: (i) amounts deposited in the Remarketing Proceeds Account, to pay the principal amount, plus accrued interest, of Bonds tendered for purchase; (ii) amounts on deposit in the Collateral Fund, to pay the principal amount of Bonds tendered for purchase; (iii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund to pay the accrued interest, if any, on Bonds tendered for purchase; (iv) amounts on deposit in the Project Fund; and (v) any other Eligible Funds available or made available for such purpose at the written direction of the Borrower.

(f) Undelivered Bonds. Bonds shall be deemed to have been tendered for purposes of this Section 3.05 whether or not the Holders shall have delivered such Undelivered Bonds to the Trustee, and subject to the right of the Holders of such Undelivered Bonds to receive the purchase price of such Bonds on the Mandatory Tender Date, such Undelivered Bonds shall be null and void. If such Undelivered Bonds are to be remarketed, the Trustee shall authenticate and deliver new Bonds in replacement thereof pursuant to the remarketing of such Undelivered Bonds.

### **Section 3.06 Mandatory Tender Notice**

(a) Notice to Holders. Not less than 30 days preceding a Mandatory Tender Date, the Trustee shall, on behalf of the Issuer, give written notice of mandatory tender to the Holders of the Bonds then Outstanding (with a copy to the Borrower, the Managing Member, the General Partner and the Remarketing Agent) by Electronic Means or by first class mail, postage prepaid, at their respective addresses appearing on the Register stating:

(i) the Mandatory Tender Date and that (A) all Outstanding Bonds are subject to Mandatory Tender for purchase on the Mandatory Tender Date, (B) all Outstanding Bonds must be tendered for purchase no later than 12:00 Noon, Local Time, on the Mandatory Tender Date and (C) Holders will not have the right to elect to retain their Bonds;

(ii) the address of the Designated Office of the Trustee at which Holders should deliver their Bonds for purchase;

(iii) that all Outstanding Bonds will be purchased on the Mandatory Tender Date at a price equal to the principal amount of the Outstanding Bonds plus interest accrued to, but not including, the Mandatory Tender Date; and

(iv) that any Bonds not tendered will nevertheless be deemed to have been tendered and will cease to bear interest from and after the Mandatory Tender Date.

(b) Second Notice. In the event that any Bond required to be delivered to the Trustee for payment of the purchase price of such Bond shall not have been delivered to the Trustee on or before the 30<sup>th</sup> day following a Mandatory Tender Date, the Trustee shall, on behalf of the Issuer, mail a second notice to the Holder of the Bond at its address as shown on the Register setting forth the requirements set forth in this Indenture for delivery of the Bond to the Trustee and stating that delivery of the Bond to the Trustee (or compliance with the provisions of this Indenture concerning payment of lost, stolen or destroyed Bonds) must be accomplished as a condition to payment of the purchase price or redemption price applicable to the Bond.

(c) Failure to Give Notice. Neither failure to give or receive any notice described in this Section 3.06, nor the lack of timeliness of such notice or any defect in any notice (or in its content) shall affect the validity or sufficiency of any action required or provided for in this Section 3.06.

**Section 3.07 Remarketing of Bonds**

(a) Notice of Mandatory Tender. No later than 11:00 a.m. Local Time on the 30<sup>th</sup> day prior to each Mandatory Tender Date, the Trustee shall give notice to the Borrower, the Managing Member and the Remarketing Agent by telephone or electronic mail, confirmed on the same day in writing, which states the aggregate principal amount of Bonds which are to be tendered or deemed to be tendered pursuant to Section 3.05 hereof, which shall be all Outstanding Bonds.

(b) Preliminary Conditions to Remarketing. No later than 11:00 a.m. Local Time on the 15<sup>th</sup> day prior to the Mandatory Tender Date then in effect, the Borrower may give notice to the Remarketing Notice Parties by telephone or electronic mail, confirmed on the same day in writing, that it elects to cause the Bonds to be remarketed. A remarketing of the Bonds shall be permitted only if the following conditions are satisfied no later than the time the foregoing election notice is given:

(i) Written notice by the Borrower to the Remarketing Notice Parties of the Remarketing Period pursuant to Section 3.10 of the Loan Agreement, which period shall be approved in writing by the Remarketing Agent;

(ii) Delivery to the Trustee, the Rating Agency, and the Remarketing Agent of a written preliminary Cash Flow Projection with respect to the proposed Remarketing Period;

(iii) The Borrower shall have notified the Issuer and the Trustee in writing that it has approved as to form and substance any disclosure document or offering materials which, in the Opinion of Counsel to the Remarketing Agent addressed to the Issuer and the Trustee, is necessary to be used in connection with the remarketing of the Outstanding Bonds; and

(iv) The Borrower shall have obtained the written consent of the Lender and HUD approving the remarketing of the Bonds.

(c) Remarketing. Not less than 10 days before each Remarketing Date, the Remarketing Agent shall offer for sale and use its best efforts to sell the Bonds Outstanding on the Remarketing Date at a price equal to 100% of the principal amount of such Bonds plus, if such Remarketing Date is a date other than an Interest Payment Date, accrued interest on such Bonds from the preceding Interest Payment Date to which interest has been paid. No later than the Business Day following the day on which the Remarketing Agent makes its determination of the Remarketing Rate, the Remarketing Agent shall give notice, by telephone or electronic mail, promptly confirmed in writing, to the Remarketing Notice Parties specifying the principal amount of Bonds, if any, it has remarketed (including Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account), the Remarketing Rate(s) and the Remarketing Period applicable to the Bonds.

The Remarketing Agent shall have the right to remarket the Bonds tendered pursuant to Section 3.05 hereof; provided, however, that no Bonds shall be remarketed at a price less than 100% of the principal amount thereof plus accrued interest (if any) without the prior written consent of the Borrower and Investor Limited Partner; and provided, further, that the purchase price of any Bond paid to the tendering Holder allocable to such discount shall be paid with Eligible Funds made available therefor and on deposit with the Trustee prior to the remarketing of such Bonds. The Remarketing

Agent shall have the right to purchase any Bond tendered or deemed tendered pursuant to Section 3.05 hereof at 100% of the principal amount thereof, and to thereafter sell such Bond. Any such purchase shall constitute a remarketing hereunder.

The Remarketing Agent shall not remarket any Bond to the Issuer, the Borrower, any guarantor of the Bonds or any person which is an "insider" of the Issuer, the Borrower, or any such guarantor within the meaning of the Bankruptcy Code.

(d) Final Conditions to Remarketing.

(i) If, not less than four (4) Business Days preceding the Remarketing Date:

(1) the Remarketing Agent shall have notified the Trustee in writing of the remarketing of the Outstanding Bonds and that the proceeds from the remarketing (including proceeds of remarketing of Outstanding Bonds to be purchased by the Remarketing Agent on the Remarketing Date for its own account) or other funds equal to the amount needed to purchase the remarketed Bonds on the Remarketing Date are expected to be available to the Trustee on the Remarketing Date for deposit into the Remarketing Proceeds Account; and

(2) the Trustee and the Issuer shall have received written notice from the Remarketing Agent that the Rating Agency shall have received and approved a Cash Flow Projection based on the interest rate(s) to be in effect with respect to the Outstanding Bonds on and after the applicable Remarketing Date;

(3) there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the Extension Payment set forth in the Cash Flow Projection for deposit (A) to the Negative Arbitrage Account of the Bond Fund with respect to the payment of Bond Service Charges during the new Remarketing Period and (B) to the Expense Fund with respect to the payment of Administrative Expenses during the new Remarketing Period;

(4) there shall be on deposit with the Trustee, from Eligible Funds provided by the Borrower an amount sufficient to pay the estimated Remarketing Expenses for deposit in the Expense Fund, or provision for the payment of the estimated Remarketing Expenses shall have been made to the satisfaction of the Trustee and the Remarketing Agent;

(5) the Trustee shall have received written notice from the Remarketing Agent that the Remarketing Agent has received written confirmation from the Rating Agency that the then current rating assigned to the Outstanding Bonds will continue to be effective on the Remarketing Date; and

(6) the Trustee shall have received an Opinion of Bond Counsel to the effect that the remarketing of the Bonds will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes;

then the Trustee shall immediately give notice, by telephone or electronic mail, which notice shall be immediately confirmed in writing, to the Remarketing Agent, the Borrower and the [Investor Limited Partner] that (a) all conditions precedent to the remarketing of the Outstanding Bonds have been satisfied and (b) the sale and settlement of the Outstanding Bonds is expected to occur on the Mandatory Tender Date. Following the Trustee's notice, the Outstanding Bonds shall be sold to the purchasers identified by the Remarketing Agent for delivery and settlement on the Mandatory Tender Date, and the Trustee shall apply (i) the funds in the Remarketing Proceeds Account of the Bond Fund on the Remarketing Date to payment of the purchase price of the Outstanding Bonds and (ii) the funds in the Expense Fund to payment of the Remarketing Expenses.

(e) Failure to Satisfy Final Conditions. If not less than four (4) Business Days preceding a Mandatory Tender Date, any condition set forth in paragraph (d) of this Section 3.07 has not been satisfied then the Remarketing Agent shall not sell any of the Outstanding Bonds on the Remarketing Date and the Trustee shall cancel all Outstanding Bonds pursuant to Section 3.08 hereof.

(f) Remarketing Proceeds. No later than 11:00 a.m. Local Time on each Mandatory Tender Date, the Remarketing Agent shall either (i) pay to the Trustee, in immediately available funds, the proceeds theretofore received by the Remarketing Agent from the remarketing of Bonds tendered for purchase on such Mandatory Tender Date or (ii) cause to be paid to the Trustee by the purchasers of the remarketed Bonds the purchase price plus accrued interest (if any) in immediately available funds. The proceeds from the remarketing of the Bonds shall be deposited in the Remarketing Proceeds Account, segregated from any funds of the Borrower and the Issuer and shall in no case be considered to be or be assets of the Borrower or the Issuer. Funds representing remarketing proceeds received by the Remarketing Agent after 11:00 a.m. Local Time on each Mandatory Tender Date shall be paid to the Trustee as soon as practicable upon such receipt.

(g) Delivery of Purchased Bonds. On or before the Business Day next preceding each Mandatory Tender Date, the Remarketing Agent, by telephonic advice or electronic mail, shall notify the Trustee of (i) the principal amount of Bonds to be sold by the Remarketing Agent pursuant to Section 3.07 hereof and the purchase price, and, unless the Bonds are then in the Book-Entry System, the names, addresses and social security numbers or other tax identification numbers of the proposed purchasers thereof and (ii) the principal amount of Bonds tendered for purchase on such Mandatory Tender Date which will not be sold by the Remarketing Agent pursuant to Section 3.07 hereof. Such telephonic advice shall be confirmed by written notice delivered or electronically communicated at the same time as the telephonic advice.

Bonds purchased by the Trustee on a Mandatory Tender Date that have been remarketed shall be delivered to the purchasers thereof as directed in writing by the Remarketing Agent. Bonds delivered as provided in this Section shall be registered in the manner directed in writing by the recipient thereof.

**Section 3.08 Cancellation of Bonds.** The Trustee shall immediately cancel Bonds if the tender price of the Bonds is paid from amounts other than proceeds derived from the remarketing of the Bond.

#### **ARTICLE 4 FUNDS; INVESTMENTS**

**Section 4.01 Establishment of Funds.** The following funds are hereby established and shall be maintained by the Bond Trustee under this Bond Indenture and held in trust by the Bond Trustee for the benefit of the Bonds:

- (a) the Bond Fund, and therein the Negative Arbitrage Account and the Remarketing Proceeds Account (but only at such times as money is to be deposited or held in such Accounts as provided in this Indenture);
- (b) Project Fund;
- (c) Costs of Issuance Fund;
- (d) Collateral Fund;
- (e) Rebate Fund; and
- (f) Expense Fund.

Each fund and account therein shall be maintained by the Trustee as a separate and distinct trust fund or account to be held, managed, invested, disbursed and administered as provided in this Indenture. All money deposited in the funds and accounts created hereunder shall be used solely for the purposes set forth in this Indenture. The Trustee shall keep and maintain adequate records pertaining to each fund and account, and all disbursements therefrom, in accordance with its general practices and procedures in effect from time to time. The Trustee may also terminate funds and accounts that are no longer needed.

The Trustee shall, at the written direction of an Authorized Borrower Representative and may, in its discretion, establish such additional accounts within any fund, and subaccounts within any of the accounts, as the Issuer (as requested in writing) or the Trustee may deem necessary or useful for the purpose of identifying more precisely the sources of payments into and disbursements from that fund and its accounts, or for the purpose of complying with the requirements of the Code, but the establishment of any such account or subaccount shall not alter or modify any of the requirements of this Indenture with respect to a deposit or use of money in the Special Funds or the Rebate Fund, or result in commingling of funds not permitted hereunder.

#### **Section 4.02 Application of Bond Proceeds**

(a) The proceeds of the Bonds in the amount of \$[ ] shall be allocated, deposited or delivered by the Trustee to the Project Fund.

(b) On the Closing Date, the Trustee shall receive the Initial Borrower Deposit from or on behalf of the Borrower, which the Trustee shall deposit to the Costs of Issuance Fund.

(c) On the Closing Date, the Trustee shall deposit Eligible Funds in the amount of [\$0] for deposit to the Negative Arbitrage Account of the Bond Fund.

#### **Section 4.03 Bond Fund**

On the Closing Date, there shall be deposited in the Bond Fund, from the proceeds of the sale of the Bonds, any accrued interest paid with respect to the Bonds, and in the Negative Arbitrage Account of the Bond Fund the amount set forth in Section 4.02(c) hereof, which is an amount equal to the amount of interest payments on the Bonds from the closing date to the initial Mandatory Tender Date. The portion of any Extension Payment received by the Trustee in connection with a remarketing in accordance with Section 3.07 hereof designated for the payment of Bond Service Charges shall also be deposited in the Negative Arbitrage Account.

So long as there are any Outstanding Bonds, to the extent the Borrower has not received a credit against Loan Payments, all Loan Payments under the Loan Agreement shall be paid on or before each Interest Payment Date directly to the Trustee, and deposited in the Bond Fund, in at least the amount necessary to pay the Bond Service Charges due on the Bonds on such Interest Payment Date.

The Bond Fund (and accounts therein for which provision is made in this Indenture) and the money and Eligible Investments therein shall be used solely and exclusively for the payment of Bond Service Charges as they become due.

Bond Service Charges shall be payable, as they become due, in the following order: (a) from money on deposit in the Bond Fund (excluding the Negative Arbitrage Account of the Bond Fund), (b) next from money on deposit in the Negative Arbitrage Account of the Bond Fund, (c) next from money on deposit in the Collateral Fund and transferred as necessary to the Bond Fund, and (d) thereafter, from money on deposit in the Project Fund and transferred as necessary to the Bond Fund.

Upon receipt by the Trustee of a Cash Flow Projection provided on behalf of the Borrower, the Trustee is hereby authorized to release from the Negative Arbitrage Account the amount set forth in the Cash Flow Projection to be released to or at the written direction of the Borrower from such account.

#### **Section 4.04 Project Fund**

Money in the Project Fund shall be disbursed in accordance with the provisions of Section 3.06 of the Loan Agreement and this Section 4.04. Upon the deposit of Eligible Funds in the Collateral Fund as provided in Section 4.06 hereof, and subject to the provisions of this Section 4.04, the Trustee shall disburse the Bond proceeds on deposit in the Project Fund to or at the written direction of the Lender, to the extent of Eligible Funds provided by the Lender, which Bond proceeds shall be used by the Lender to fund a Mortgage Loan advance, or to the Borrower to the extent of other Eligible Funds provided, for use by the Borrower to pay Costs of the Project in accordance with Section 3.06 of the Loan Agreement. Promptly upon receipt of such Eligible Funds, the Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund, or if the Trustee is unable for any reason to make such disbursement, to return such Eligible Funds to the party that provided them. The Trustee shall cause to be kept and maintained adequate records pertaining to the Project Fund and all disbursements therefrom. If requested in writing by the Issuer, the Managing Member or the Borrower, after the Project has been completed and a Completion Certificate is filed as provided

in Section 4.07 hereof, the Trustee shall provide copies of the records pertaining to the Project Fund and disbursements therefrom to the Issuer and the Borrower and the Managing Member. The Trustee shall satisfy this obligation by providing statements for all periods in which there are funds in the Project Fund.

Notwithstanding any provision of the Loan Agreement or any other provision of this Indenture to the contrary, the Trustee shall not disburse money from the Project Fund, other than to pay Bond Service Charges on the Bonds, unless and until Eligible Funds or other Eligible Funds in an amount equal to or greater than the requested disbursement amount have been deposited in the Collateral Fund. Prior to making any disbursement (except to the extent necessary to pay Bond Service Charges), the Trustee shall determine that the aggregate principal amount that will be held in (a) the Collateral Fund and (b) the Project Fund, after the anticipated disbursement, is at least equal to the then-Outstanding principal amount of the Bonds; provided, however, to the extent money on deposit in the Project Fund is invested in Eligible Investments, the Trustee is hereby authorized to make the following allocations and exchanges, which allocations and exchanges shall occur prior to the disbursement of amounts on deposit in the Project Fund to pay Project Costs: (i) allocate all or a portion of the Eligible Investments in the Project Fund, in the amount specified in the request for disbursement, to the Collateral Fund and (ii) transfer a like amount from the Collateral Fund to the Project Fund. To the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund or the Collateral Fund, the Trustee shall transfer from the Project Fund to the Bond Fund sufficient money to pay Bond Service Charges on each Interest Payment Date without further written direction.

On any Redemption Date, the Trustee shall transfer any amounts then on deposit in the Project Fund into the Bond Fund to pay Bond Service Charges on the Bonds.

Upon obtaining actual knowledge of the occurrence and continuance of an Event of Default hereunder because of which the principal amount of the Bonds has been declared to be due and immediately payable pursuant to Section 6.02 hereof, any money remaining in the Project Fund shall be promptly transferred by the Trustee to the Bond Fund.

#### **Section 4.05 Costs of Issuance Fund**

Amounts on deposit in the Costs of Issuance Fund shall be used by the Trustee to pay costs of issuance as directed in writing by the Borrower. Any amounts remaining on deposit in the Costs of Issuance Fund 30 days after the Closing Date shall be promptly returned to the Borrower or disbursed at the written direction of the Borrower.

**Section 4.06 Collateral Fund**

The Trustee shall deposit into the Collateral Fund all Eligible Funds received pursuant to Section 4.02 of the Loan Agreement and any other Eligible Funds received by the Trustee for deposit into the Collateral Fund. Section 4.02 of the Loan Agreement requires the Borrower to provide written direction to the Lender to deliver or cause to be delivered the Lender Funds portion of the Eligible Funds, or to otherwise cause to be delivered Eligible Funds from any other source, to the Trustee for deposit into the Collateral Fund in an amount equal to, and as a prerequisite to the disbursement of, the amount of Bond proceeds on deposit in the Project Fund to be disbursed by the Trustee to pay Costs of the Project.

The Trustee shall transfer money in the Collateral Fund as follows: (a) on each Bond Payment Date, to the Bond Fund the amount necessary to pay Bond Service Charges on the Bonds on such Bond Payment Date (to the extent money is not otherwise available to the Trustee, including money on deposit in the Bond Fund); (b) on the Mandatory Tender Date, to the Bond Fund, the amount necessary to pay the purchase price of the Bonds, to the extent the Bonds are not remarketed on any Mandatory Tender Date or amounts on deposit in the Remarketing Proceeds Account of the Bond Fund are insufficient therefor; and (c) on the Maturity Date of the Bonds, to the Bond Fund the amount necessary to pay all amounts due on the Bonds on such date.

On any Redemption Date, the Trustee shall transfer all amounts then on deposit in the Collateral Fund into the Bond Fund to pay Bond Service Charges on the Bonds.

Amounts on deposit in the Collateral Fund in excess of the amount required to pay Bond Service Charges after payment in full of the Bonds shall be transferred to the Borrower.

The Bonds shall not be, and shall not be deemed to be, paid or prepaid by reason of any deposit into the Collateral Fund unless and until the amount on deposit in the Collateral Fund is transferred to the Bond Fund and applied to the payment of the principal of any of the Bonds, the principal component of the redemption price of any of the Bonds or the principal component of the tender price of any of the Bonds, all as provided in this Indenture.

Each deposit into the Collateral Fund shall constitute an irrevocable deposit solely for the benefit of the Holders, subject to the provisions hereof.

**Section 4.07 Completion of the Project**

The completion of the Project and payment of all costs and expenses incident thereto shall be evidenced by the filing with the Trustee of the Completion Certificate required by Section 3.09 of the Loan Agreement. As soon as practicable after the filing with the Trustee of the Completion Certificate, any balance remaining in the Project Fund (other than the amounts retained by the Trustee as described in the Completion Certificate) shall be deposited or applied in accordance with the written direction of the Authorized Borrower Representative pursuant to Section 3.06 of the Loan Agreement, subject to Section 10.12. Provided however that if the Mortgage Loan has been assigned to FHA (with notice of such assignment to be delivered to the Trustee by an Authorized Borrower Representative), any such balance shall be paid to the Lender.

**Section 4.08 Expense Fund**

The portion of any Extension Payment received by the Trustee in connection with an extension of the Mandatory Tender Date pursuant to Section 3.07 hereof designated for the payment of Administrative Expenses shall be deposited in the Expense Fund. The Trustee shall apply money on deposit in the Expense Fund solely for the following purposes, on the dates specified below, in the following order of priority:

- (a) to transfer money to the Rebate Fund to the extent necessary to pay the Rebate Amount (if any) pursuant to Section 4.09 hereof;
- (b) to pay the Ordinary Trustee's Fees and Expenses when due;
- (c) to pay the Issuer Fee and the City Administrative Fee when due;
- (d) to pay the Dissemination Agent Fee when due; and
- (e) to pay the costs associated with the remarketing of the Bonds on the Initial Mandatory Tender Date.

To the extent money in the Expense Fund is not sufficient to pay the foregoing fees and expenses, such deficiency shall be paid by the Borrower pursuant to Section 4.04 of the Loan Agreement immediately upon written demand by the Trustee.

**Section 4.09 Rebate Fund**

Any provision hereof to the contrary notwithstanding, amounts credited to the Rebate Fund shall be free and clear of any lien hereunder.

The Trustee shall, at the cost and expense of the Borrower, furnish to the Issuer, the Borrower and the Managing Member all information reasonably requested in writing by the Issuer, the Borrower or the Managing Member with respect to the Bonds and investments of the Funds and accounts maintained by the Trustee hereunder. The purpose of the Rebate Fund is to facilitate compliance with Section 148(f) of the Code. Any Rebate Amount (as defined in the Tax Regulatory Agreement) deposited in such Fund shall be for the sole benefit of the United States of America and shall not be subject to the lien of the Bond Indenture or to the claim of any other Person, including, without limitation, the Bondholders and the Issuer. The requirements of this Section 4.09 are subject to, and shall be interpreted in accordance with, Section 148(f) of the Code and the Treasury Regulations applicable thereto (the "Regulations") and shall apply except to the extent the Bond Trustee and the Issuer are furnished with an opinion of Bond Counsel or other evidence satisfactory to the Trustee and the Issuer that the Regulations contain an applicable exception. The Bond Trustee shall make all payments under the written direction of the Borrower or Rebate Analyst on their behalf.

Promptly at the end of each five-year period after the dated date of the Bonds and also upon the retirement of the Bonds, the Bond Trustee shall provide the Borrower with a statement of earnings on funds and accounts held under this Bond Indenture during any period not covered by a prior statement. Each statement shall include the purchase and sale prices of each investment, if any (including any commission paid thereon which shall be separately stated if such information is available), the dates of each investment transaction, information as to whether such transactions were made at a discount or premium and such other information known or reasonably available to the Bond Trustee as the Borrower or rebate analyst shall reasonably request in writing. If so requested in writing by the Borrower at any time, the Bond

Trustee shall create within the Bond Fund separate accounts for purposes of accounting for earnings on amounts attributable to the Bonds.

The Bond Trustee shall promptly transfer to the Rebate Fund each amount required to be deposited therein pursuant to the written direction of the Borrower, or the Rebate Analyst on their behalf, pursuant to the Tax Regulatory Agreement, first from earnings in the Project Fund, and, second, to the extent amounts in the Project Fund are insufficient, from revenues which have been deposited into the Bond Fund and earnings thereon. To the extent that the amount to be deposited into the Rebate Fund exceeds the amount which can be transferred from such Funds, the Bond Trustee shall promptly notify the Borrower and an amount equal to such deficiency shall be paid promptly by the Borrower to the Bond Trustee for deposit into the Rebate Fund.

The Borrower and the Bond Trustee, on behalf of the Issuer, shall keep such records as will enable them to fulfill their respective responsibilities under this Section 4.09 and Section 148(f) of the Code, and the Borrower shall engage a rebate analyst as may be necessary in connection with such responsibilities. The Bond Trustee, to the extent records of all calculations performed by the rebate analyst are furnished to it in writing, will retain such records until six years after the retirement of the last obligation of the Bonds. The fees and expenses of the rebate analyst shall be paid by the Borrower pursuant to the Loan Agreement to the extent amounts provided hereunder and available in the Rebate Fund are insufficient for such purpose. For purposes of the computation of the Rebate Amount required under the Tax Regulatory Agreement, the Bond Trustee shall, at the cost and expense of the Borrower, make available to the Borrower and the Issuer during normal business hours all written information in the Bond Trustee's control which is requested in writing by the Borrower in connection with such computations.

#### **Section 4.10 Investment of Special Funds and Rebate Fund**

Except as otherwise set forth in this Section, money in the Special Funds and the Rebate Fund shall be invested and reinvested by the Trustee in Eligible Investments as designated in and at the written direction of the Authorized Borrower Representative. At no time shall the Borrower direct that any funds constituting gross proceeds of the Bonds (including, without limitation, moneys deposited in or credited to the Collateral Fund and the Negative Arbitrage Account) be used in any manner as would constitute failure of compliance with Section 148 of the Code.

Except as provided in the following paragraph, investments of money in the Bond Fund, the Project Fund and the Collateral Fund shall be invested in Government Obligations at the written directions of the Authorized Borrower Representative.

Money in the Bond Fund, the Project Fund, and the Collateral Fund may be invested in an investment described in clause (b) of the definition of Eligible Investments at the written directions of the Authorized Borrower Representative to the extent that (a) it is impractical to invest such money in Government Obligations because the amount to be invested is too small or Government Obligations are not available at that time for purchase, (b) such money is being held in the Remarketing Proceeds Account, (c) such money has been received less than 30 days prior to date on which Bonds are to mature or be paid upon redemption or mandatory tender, or (d) the Borrower has directed the Trustee in writing that such money will be needed to make a disbursement from the Project Fund prior to the date on which available Government Obligations would mature.

Absent written investment instructions, the Trustee shall invest moneys in any Account for which investments are permitted in the Federated Treasury Cash Reserves Fund (TISXX) or a successor money market fund so long as Zions Bancorporation is Bond Trustee.

Investments of money in the Bond Fund and the Collateral Fund shall mature or be redeemable at the direction of the Borrower at the times and in the amounts necessary to provide money to pay Bond Service Charges on the Bonds as they become due on each Interest Payment Date. Each investment of money in the Project Fund shall mature or be redeemable at the written direction of the Borrower to the Trustee at the times and in the amounts as may be necessary to make anticipated payments from the Project Fund. Any of those investments may be purchased from or sold to the Trustee, or any bank, trust company, securities firm or savings and loan association which is an Affiliated Party of the Trustee. The Trustee shall sell or redeem investments credited to the Bond Fund to produce sufficient money applicable hereunder to, and at the times required for the purposes of paying, Bond Service Charges when due as aforesaid, and shall do so without necessity for any order on behalf of the Issuer and without restriction by reason of any order. If the Trustee is required to sell or otherwise dispose of any Eligible Investments prior to maturity, the Borrower shall, at the Borrower's expense, deliver to the Trustee (i) a Cash Flow Projection and (ii) Eligible Funds in the amount set forth in such Cash Flow Projection, if any. Anything herein to the contrary notwithstanding, amounts on deposit in the Collateral Fund shall not be invested at a yield in excess of the yield of the Bonds.

An investment made from money credited to the Special Funds shall constitute part of that respective Fund. All investment earnings from amounts on deposit in the Project Fund and the Collateral Fund shall be allocated to the Bond Fund. All gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Special Funds shall be credited to and become part of the Bond Fund. All investment earnings, gains resulting from the sale of, or income from, any investment made from amounts on deposit in the Rebate Fund shall be retained therein. Any investment losses from moneys credited to a Fund shall be charged against the respective Fund. The Trustee shall not be liable for losses on investments made in compliance with the provisions of this Indenture.

Ratings of Eligible Investments shall be determined at the time of purchase of such Eligible Investments and without regard to ratings subcategories. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Although each of the Issuer and the Borrower recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, each of the Issuer and the Borrower hereby agrees that confirmations of Eligible Investments are not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Trustee may conclusively rely upon the Authorized Borrower Representative's written instructions as to both the suitability and legality of the directed investments.

Following the Closing Date, at the direction of the Borrower, the Trustee is permitted to purchase, sell or exchange Eligible Investments with a Cash Flow Projection. Notwithstanding anything herein to the contrary, (i) earnings received by the Trustee with respect to Eligible Investments purchased for the purpose of paying Bond Service Charges shall be held uninvested and (ii) Bond proceeds and the Negative Arbitrage Deposit shall be held uninvested until the Trustee has purchased, sold or exchanged Eligible Investments.

The Bond Trustee may make any and all investments permitted by this Section through its own bond or investment department, unless otherwise directed in writing by the Authorized Borrower Representative.

#### **Section 4.11 Money to be Held in Trust**

The funds created under this Bond Indenture shall be in the custody of the Bond Trustee in its trust capacity hereunder; and the Issuer authorizes and directs the Bond Trustee to withdraw moneys from said funds for the purposes specified herein, which authorization and direction the Bond Trustee hereby accepts. All moneys required to be deposited with or paid to the Bond Trustee under any provision of this Article IV shall be held by the Bond Trustee in trust, and except for moneys held in the Rebate Fund or deposited with or paid to the Bond Trustee for the redemption of Bonds, notice of redemption of which has been duly given, shall while held by the Bond Trustee constitute part of the security for the Holders and be subject to the lien hereof.

#### **Section 4.12 Valuation**

For the purpose of determining the amount on deposit to the credit of any Special Fund, the value of obligations in which money in such Fund shall have been invested shall be computed (i) in the case of Government Obligations held in the Special Funds, at the maturity or redemption value (as applicable) as of the maturity or next redemption date and (ii) in the case of all other Eligible Investments, at the then market value thereof. The Trustee shall have no liability for the accuracy of any such valuation.

The Eligible Investments shall be valued by the Trustee as of the end of each calendar month.

#### **Section 4.13 Nonpresentment of Bonds**

In the event any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, whether at maturity, at the Redemption Date or otherwise, or a check for interest is uncashed, if funds sufficient to pay such Bonds shall have been made available to the Bond Trustee for the benefit of the Holder or Holders thereof, all liabilities of the Issuer to the Holder thereof for the payment of such Bond, as the case may be, shall thereupon cease and be completely discharged, and it shall be the duty of the Bond Trustee to hold such funds for a period of six years after maturity of all Bonds, without liability for interest thereon, in a separate account in the Bond Fund for the benefit of the Holder of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Bond Indenture or on, or with respect to, said Bond. After the expiration of such six-year period, the Bond Trustee shall return said funds to the Issuer upon its written request and the Holder or Holders of any such unrepresented Bond shall be entitled to payment of said Bond only from said funds held by the Issuer. The obligation of the Bond Trustee under this Section to pay any such funds to the Issuer shall be subject to any provisions of law applicable to the Bond Trustee or to such funds providing other requirements for disposition of unclaimed property.

#### **Section 4.14 Repayment to the Borrower from the Bond Fund**

On any Mandatory Tender Date, any amounts in the Bond Fund in excess of the amount necessary to cover any negative arbitrage (assuming 0.00% interest earnings on all deposits) and after all of the Outstanding Bonds shall be deemed paid and discharged under the

provisions of this Indenture shall, upon written instruction to the Trustee from the Borrower, be paid to or at the direction of the Borrower. Except as provided in Section 4.09 and Section 4.13 hereof, any amounts remaining in the Special Funds (a) after all of the Outstanding Bonds shall be deemed paid and discharged under the provisions of this Indenture, and (b) after payment of all fees, charges and expenses of the Trustee and the Issuer and of all other amounts required to be paid under this Indenture, the Loan Agreement, the Borrower's Tax Certificate, the Land Use Restriction Agreement and the Note, shall be paid to the Borrower to the extent that those amounts are in excess of those necessary to effect the payment and discharge of the Outstanding Bonds. Provided however that if the Mortgage Loan is in default, such excess shall be paid to the Lender.

#### **Section 4.15 Payment of Fees**

In connection with the issuance of the Bonds and with the Project, the Borrower will pay the following fees in the following manner:

The Bond Trustee will pay, from the Expense Fund, the following fees on behalf of the Borrower:

- (i) To the Issuer, an Issuer Fee in an amount equal to 1.5% of the par amount of the Bonds, payable on the Closing Date from Borrower equity;
- (ii) To the Issuer, a Bond Legal Reserve Fee in an amount equal to 0.10% of the par amount of the Bonds, payable on the Closing Date from Borrower equity; and
- (iii) To the Bond Trustee, the Ordinary Trustee Fees and Expenses; and
- (iv) To the Issuer, a City Administrative Fee in an amount equal to 0.15% of the outstanding principal amount of the Bonds, accruing monthly and payable to the Issuer semi-annually.

### **ARTICLE 5 GENERAL COVENANTS AND REPRESENTATIONS**

#### **Section 5.01 Payment of Principal or Redemption Price of and Interest on Bonds.**

The Issuer shall promptly pay or cause to be paid the principal or redemption price of, and the interest on, every Bond issued hereunder according to the terms thereof, but shall be required to make such payment or cause such payment to be made only out of revenues available therefor under this Bond Indenture. The Issuer hereby designates the principal corporate trust office of the Bond Trustee as the place of payment for the Bonds.

**Section 5.02 Instruments of Further Assurance.** The Issuer and the Bond Trustee shall do, execute, acknowledge and deliver, such indentures supplemental hereto, and such further acts, instruments and transfers as the Bond Trustee may reasonably require for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Bond Trustee all its interest in the property herein described and the revenues, receipts and other amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds paid solely from the Trust Estate. Any and all interest in property hereafter acquired which is of any kind or nature herein provided to be and become subject to the lien hereof shall

and without any further conveyance, assignment or act on the part of the Issuer or the Bond Trustee, become and be subject to the lien of this Bond Indenture as fully and completely as though specifically described herein, but nothing contained in this sentence shall be deemed to modify or change the obligations of the Issuer under this Section.

**Section 5.03 Recordation and Filing.** Pursuant to the Loan Agreement, the Borrower shall cause financing statements with respect to the Trust Estate described in this Bond Indenture to be at all times filed in such manner and in such places if required by law in order to fully preserve and protect the rights of the Issuer and the Bond Trustee hereunder and to perfect the security interest created by this Indenture in the Trust Estate described herein. To the extent possible under applicable law, as in effect in the jurisdiction(s) in which the Trust Estate is located, the Borrower will maintain the priority of the security interest herein created in the Trust Estate as a first lien thereon, and warrant, protect, preserve and defend its interest in the Trust Estate and the security interest of the Bond Trustee herein and all rights of the Bond Trustee under this Bond Indenture against all actions, proceedings, claims and demands of all Persons, all paid for by the Borrower.

**Section 5.04 No Modification of Security.** The Issuer shall not, without the written consent of the Bond Trustee, alter, modify or cancel, or agree to consent to alter, modify or cancel any agreement which relates to or affects the security for the Bonds. The Bond Trustee shall not consent to any change in the maturity of the GNMA Security or the Mortgage Note, except as provided in Article VIII hereof.

**Section 5.05 Reports.** The Bond Trustee shall furnish annually, to the Borrower (which shall furnish copies thereof to HUD), the GNMA Issuer and any Bondholder who requests copies thereof and furnishes an address to which such reports and statements are to be sent copies of (a) any written reports furnished to the Bond Trustee with regard to the Project and (b) annual statements of the Bond Trustee with regard to fund balances. The Bond Trustee shall be reimbursed by the Borrower for its reasonable costs and expenses in preparing any such statements.

**Section 5.06 Tax Covenants**

(a) The Issuer, to the extent that it has control over any of the following proceeds or payments, and the Bond Trustee, to the extent that it has discretion with respect to investment of such proceeds, covenant and agree that they will not take any action or fail to take any action with respect to the investment of the proceeds of any Bonds issued under this Bond Indenture or with respect to the payments derived from the security pledged hereunder or from the Loan Agreement which would result in constituting the Bonds "arbitrage bonds" within the meaning of such term as used in Section 148 of the Code. The Issuer and the Bond Trustee further covenant and agree that they will comply with and take all actions required by the Tax Regulatory Agreement. The Bond Trustee shall, at the cost and expense of the Borrower, cause to be prepared all rebate calculations required to be performed pursuant to the Tax Regulatory Agreement.

(b) The Issuer covenants that it shall not use or cause the use of any proceeds of Bonds or any other funds of the Issuer, directly or indirectly, in any manner, and shall not take or cause to be taken any other action or actions, or fail to take any action or actions, which would result in interest on any of the Bonds becoming includable in gross income of any Holder thereof. The Issuer further covenants that it shall at all

times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Issuer on the Bonds shall be excluded from the gross income of the recipients thereof for federal income tax purposes.

**ARTICLE 6**  
**DEFAULT PROVISIONS AND REMEDIES OF BOND TRUSTEE AND HOLDERS**

**Section 6.01 Events of Default.** Each of the following shall be an "Event of Default":

(a) default in the due and punctual payment of any interest on any Bond, subject to a five (5) day notice and cure period; or

(b) default in the due and punctual payment of the principal of or premium, if any, on any Bond whether at the stated maturity thereof, or on proceedings for redemption thereof, or on the maturity thereof by declaration, subject to a five (5) day notice and cure period; or

(c) failure by the Issuer to observe or perform any other covenant, agreement or obligation on its part to be observed or performed contained in this Indenture or in the Bonds, which failure shall have continued for a period of 30 days after written notice, by registered or certified mail, to the Issuer and the Borrower specifying the failure and requiring that it be remedied, which notice may be given by the Trustee in its discretion and shall be given by the Trustee at the written request of the Holders of a majority in aggregate principal amount of Bonds then Outstanding (unless, notwithstanding any attempt to cure such failure, it cannot be cured within 30 days and, notwithstanding, is cured within 180 days); or

(d) the occurrence and continuation of an event of default under the Loan Agreement of which the Bond Trustee has actual notice or of which the Bond Trustee is deemed to have notice pursuant to Section 7.04(i) hereof.

The Bond Trustee and the Issuer agree that notwithstanding the provisions hereof, no default under the terms of this Bond Indenture shall be construed as resulting in a default under the Mortgage Loan Documents unless such event also constitutes a default thereunder.

**Section 6.02 Acceleration.** Upon the occurrence of an Event of Default described in Section 6.01(a) or (b) hereof, the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding shall, by written notice delivered to the Borrower and the Issuer, declare the principal of all Bonds then Outstanding (if not then due and payable), and the interest accrued thereon, to be due and payable immediately. If the Trustee is unable to determine that sufficient funds will be available to pay (not out of the Trustee's own funds) the full amount of the principal and accrued but unpaid interest to the Holders of the Bonds as of the date of acceleration, the Trustee shall declare the principal of the Bonds immediately due and payable, but only upon written direction of Controlling Holders of the Bonds then Outstanding. Upon the occurrence of any Event of Default other than those described in Sections 6.01(a) and 6.01(b) hereof, the Trustee may, and upon written consent of all Holders of Bonds then Outstanding shall, declare by a notice in writing delivered to the Borrower, the principal of all Bonds then Outstanding (if not then due and payable), and the interest thereon, to be due and payable immediately. Upon such declaration, that principal and interest shall become and be due and payable immediately. Interest on the Bonds shall accrue to the date determined by the Trustee for the tender of

payment to the Holders pursuant to that declaration; provided, that interest on any unpaid principal of Bonds Outstanding shall continue to accrue from the date determined by the Trustee for the tender of payment to the Holders of those Bonds.

The provisions of the preceding paragraph are subject, however, to the condition that if, at any time after declaration of acceleration and prior to the entry of a judgment in a court for enforcement hereunder (after an opportunity for hearing by the Issuer and the Borrower),

(a) all sums payable hereunder (except the principal of and interest on Bonds which have not reached their stated maturity dates but which are due and payable solely by reason of that declaration of acceleration), plus interest to the extent permitted by law on any overdue installments of interest at the rate borne by the Bonds shall have been duly paid or provision shall have been duly made therefor by deposit with the Trustee, and

(b) all existing Events of Default shall have been cured,

then and in every case, the Trustee shall, upon being instructed in writing by the Investor Limited Partner, waive the Event of Default and its consequences and shall rescind and annul that declaration. No waiver or rescission and annulment shall extend to or affect any subsequent Event of Default or shall impair any rights consequent thereon.

The Investor Limited Partner shall be entitled (but not obligated) to cure any Event of Default hereunder within the time frame provided to the Borrower hereunder. The Issuer and the Trustee agree that cure of any default or Event of Default made or tendered by the Investor Limited Partner shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

**Section 6.03 Rights of Holders.** If any Event of Default shall have occurred and be continuing, then the Trustee may and, if requested so to do by the Holders of not less than 25% in aggregate principal amount of Bonds affected by such default, and if indemnified as provided herein, the Bond Trustee shall:

(a) by mandamus or other suit, action or proceeding at law or in equity require the Issuer to perform its covenants and duties under this Bond Indenture;

(b) bring suit upon the Bonds;

(c) by action or suit in equity require the Issuer to account for its actions as if it were the trustee of an express trust for the Holders of the Bonds;

(d) by action or suit in equity enjoin any acts or things that may be unlawful or in violation of the rights of the Holders of the Bonds;

(e) take any action to enforce its remedies under the Loan Agreement; or

(f) take such other steps to protect and enforce its rights and the rights of the Holders of the Bonds, whether by action, suit or proceeding in aid of the execution of any power herein granted or for the enforcement of any other appropriate legal or equitable remedy.

**Section 6.04 Rights of Holders to Direct Proceedings.** Subject to the provisions of Section 6.08 hereof, the Holders of a majority in principal amount of the Bonds shall have the right at any time, by an instrument in writing executed and delivered to the Bond Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Bond Indenture for the benefit of the Bonds, or for the appointment of a receiver or any other proceedings hereunder for the benefit of the Bonds, in accordance with the provisions of law and of this Bond Indenture.

**Section 6.05 Waiver by Issuer.** Upon the occurrence of an Event of Default, to the extent that such right may then lawfully be waived, neither the Issuer nor anyone claiming through or under it shall set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption laws now or hereinafter in force, in order to prevent or hinder the enforcement of this Bond Indenture; and the Issuer, for itself and all who may claim through or under it, hereby waives, to the extent that it lawfully may do so, the benefit of all such laws and all right of appraisal and redemption to which it may be entitled under the laws of the State.

**Section 6.06 Application of Moneys.** If at any time after the occurrence of an Event of Default the money held by the Trustee under this Indenture (other than amounts in the Rebate Fund) shall not be sufficient to pay the principal of and interest on the Bonds as the same become due and payable, such money, together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of remedies in this Article or otherwise, shall, be applied by the Trustee as set forth in this Section 6.06.

After payment of any costs, expenses, liabilities and advances paid, incurred or made by the Trustee in the collection of money and to all fees of the Trustee for expenses pursuant to any right given or action taken under the provisions of this Article or the provisions of the Loan Agreement, the Land Use Restriction Agreement or the Note (including without limitation, reasonable attorneys' fees and expenses, except as limited by law or judicial order or decision entered in any action taken under this Article VI), all money received by the Trustee, shall be applied as follows, subject to Section 2.03 hereof and any provision made pursuant to Section 4.10 or Section 4.11 hereof:

(a) Unless the principal of all of the Bonds shall have become, or shall have been declared to be, due and payable, all of such money shall be deposited in the Bond Fund and shall be applied:

First: To the payment to the Holders entitled thereto of all installments of interest then due on the Bonds, in the order of the dates of maturity of the installments of that interest, beginning with the earliest date of maturity and, if the amount available is not sufficient to pay in full any particular installment, then to the payment thereof ratably, according to the amounts due on that installment, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds; and

Second: To the payment to the Holders entitled thereto of the unpaid principal of any of the Bonds which shall have become due, in the order of their due dates, beginning with the earliest due date, with interest on those Bonds from the respective dates upon which they became due at the rates specified in those Bonds, and if the amount available is not sufficient to pay in full all Bonds due on any particular date, together with that interest, then to the payment thereof ratably, according to the amounts of principal due on that date, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(b) If the principal of all of the Bonds shall have become due or shall have been declared to be due and payable pursuant to this Article, all of such money shall be deposited into the Bond Fund and shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest, of interest over principal, of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Holders entitled thereto, without any discrimination or privilege, except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all of the Bonds shall have been declared to be due and payable pursuant to this Article, and if that declaration thereafter shall have been rescinded and annulled under the provisions of Section 6.02 or Section 6.10 hereof, subject to the provisions of paragraph (b) of this Section in the event that the principal of all of the Bonds shall become due and payable later, the money shall be deposited in the Bond Fund and shall be applied in accordance with the provisions of Article II.

(d) Whenever money is to be applied pursuant to the provisions of this Section, such money shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of money available for application and the likelihood of additional money becoming available for application in the future. Whenever the Trustee shall direct the application of such money, it shall fix the date upon which the application is to be made, and upon that date, interest shall cease to accrue on the amounts of principal, if any, to be paid on that date, provided the money is available therefor. The Trustee shall give notice of the deposit with it of any money and of the fixing of that date, all consistent with the requirements of Section 2.03 hereof for the establishment of, and for giving notice with respect to, a Special Record Date for the payment of overdue interest. The Trustee shall not be required to make payment of principal of a Bond to the Holder thereof, until the Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if it is paid fully.

**Section 6.07 Remedies Vested in Trustee.** All rights of action, including the right to file proof of claims, under this Bond Indenture or under any of the Bonds may be enforced by the Bond Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto and any such suit or proceeding instituted by the Bond Trustee shall be brought in its name as Bond Trustee without the necessity of joining as plaintiffs or defendants any Holders of the Bonds, and any recovery of judgment shall be for the benefit as provided herein of Holders of the Outstanding Bonds.

**Section 6.08 Remedies of Holders.** No Holder of any Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this Bond Indenture or for the execution of any trust hereunder or for the appointment of a receiver or any other remedy hereunder, unless: (a) a default shall have occurred of which the Bond Trustee shall have been notified as provided herein; (b) such default shall have become an Event of Default; (c) the Holders of at least 25% in aggregate principal amount of the Outstanding Bonds shall have made written request to the Bond Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (d) such Holders shall have offered to the Bond Trustee indemnity as provided herein; and (e) the Bond Trustee shall within 60 days thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding, and such notification, request and offer of indemnity are hereby declared in every case at the option of the Bond Trustee to be conditions precedent to the execution of the powers and trusts under this Article VI, and to any action or cause of action for the enforcement

of this Bond Indenture, or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture or the rights of any other Holders of the Bonds or to obtain priority or preference over any other Holders (other than as provided herein) or to enforce any right under this Bond Indenture, except in the manner herein provided and for the equal and ratable benefit of all Holders of Bonds. Nothing contained in this Bond Indenture shall, however, affect or impair the right of any Holder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Issuer to pay the principal of, premium, if any, and interest on the Bonds issued hereunder to the respective Holders thereof, at the time, in the place, from the sources and in the manner expressed herein and in said Bonds.

**Section 6.09 Termination of Proceedings.** In case the Bond Trustee shall have proceeded to enforce any right under this Bond Indenture by the appointment of a receiver, by entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer and the Bond Trustee shall be restored to their former positions and rights hereunder with respect to the Trust Estate herein conveyed, and all rights, remedies and powers of the Bond Trustee shall continue as if no such proceedings had been taken.

**Section 6.10 Waivers of Events of Default.** The Bond Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds upon the written request of the Holders of a majority of the Outstanding Bonds; provided, however, that there shall not be waived (a) any default in the payment of the principal of any Bonds at the date of maturity specified therein, or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all fees, costs, and expenses (including reasonable fees and expenses of counsel) of the Bond Trustee, in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Bond Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Bond Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereto.

**Section 6.11 Notice of Defaults; Opportunity to Cure Defaults.** If an Event of Default shall occur, the Trustee shall give written notice of the Event of Default, by Electronic Means or by registered or certified mail, to the Issuer, the Borrower, the Investor Limited Partner and the Remarketing Agent, within five days after the Trustee has actual notice of the Event of Default pursuant to Section 7.04(i) hereof. If an Event of Default occurs of which the Trustee has actual notice pursuant to this Indenture, the Trustee shall give written notice thereof, within 30 days after the Trustee's receipt of notice of its occurrence, to the Holders of all Bonds then Outstanding as shown by the Register at the close of business 15 days prior to the mailing of that notice; provided, that except in the case of a default in the payment of the principal of or interest on any Bond, the Trustee shall be protected in withholding such notice if the Trustee in good faith determines that the withholding of notice to the Holders is in the interests of the Holders.

**ARTICLE 7**  
**THE BOND TRUSTEE AND REMARKETING AGENT**

**Section 7.01 Certain Duties and Responsibilities.** Except during the continuance of an Event of Default:

(i) The Bond Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Bond Indenture, and no implied covenants or obligations shall be read into this Bond Indenture against the Bond Trustee; and

(ii) in the absence of bad faith on its part, the Bond Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Bond Trustee and conforming to the requirements of this Bond Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Bond Trustee, the Bond Trustee shall be under a duty to examine the same to determine whether they conform to the requirements of this Bond Indenture.

(b) In case an Event of Default has occurred and is continuing, the Bond Trustee shall exercise such of the rights and powers vested in it by this Bond Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Bond Indenture shall be construed to relieve the Bond Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) This subsection (c) shall not be construed to limit the effect of subsection (a) of this Section;

(ii) The Bond Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Bond Trustee was negligent in ascertaining the pertinent facts; and

(iii) The Bond Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with directions received pursuant to Section 6.04 or the direction of the Holders of a majority in principal amount of Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Bond Trustee, or exercising any trust or power conferred upon the Bond Trustee, under this Bond Indenture.

(d) No provisions of this Bond Indenture shall require the Bond Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Bond Indenture relating to the conduct or affecting the liability of or affording protection to the Bond Trustee shall be subject to the provisions of this Section.

**Section 7.02 Notice of Default.** Within 30 days after the occurrence of any default hereunder of which the Bond Trustee is deemed to have notice hereunder, the Bond Trustee shall transmit by first class mail, to the Holders of all Bonds then Outstanding notice of such default hereunder known to the Bond Trustee, unless such default shall have been cured or waived prior thereto; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any) or interest on any Bond when due, the Bond Trustee shall be protected in withholding such notice if and so long as the Bond Trustee in good faith determines that the withholding of such notice is in the interests of the Holders of the Bonds. For the purpose of this Section the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default.

**Section 7.03 Reserved**

**Section 7.04 Certain Rights of Bond Trustee.** Except as otherwise provided in Section 7.01 hereof:

(a) the Bond Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order or other paper or document conforming to the requirements, if any, of this Bond Indenture, and believed by it to be genuine, and to have been signed or presented by the proper party or parties;

(b) any Request or Statement of the Issuer mentioned herein shall be sufficiently evidenced by an order or Request of the Issuer signed by an Authorized Issuer Representative and any resolution or ordinance of the governing body of the Issuer may be sufficiently evidenced by a Certificate of the Issuer;

(c) any notice, request, direction, election, order or demand of the Borrower mentioned herein shall be sufficiently evidenced by an instrument purporting to be signed in the name of the Borrower by an Authorized Borrower Representative (unless other evidence in respect thereof be herein specifically prescribed);

(d) whenever in the administration of this Bond Indenture the Bond Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Bond Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a Certificate of the Issuer;

(e) the Bond Trustee may consult with counsel, architects and engineers and other experts, and the written advice of such counsel, architects or engineers and other experts shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

(f) the Bond Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Bond Indenture at the request or direction of any of the Holders of the Bonds pursuant to this Indenture, unless such Holders shall have offered to the Bond Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

(g) the Bond Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion,

report, notice, request, direction, consent, order or other paper or document, but the Bond Trustee, in its discretion, may make such further inquiry or investigation into such fact or matters as it may see fit, and, if the Bond Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the Issuer and the Borrower, including the Project, personally or by agent or attorney;

(h) the Bond Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder whether directly or by or through agents or attorneys, but the Bond Trustee shall be responsible for any misconduct or negligence on the part of any agent or attorney so appointed;

(i) the Bond Trustee shall not be required to take notice or be deemed to have notice of any default hereunder (except for any default due to the Bond Trustee's failure to make any of the payments required to be made by Article IV hereof) unless the Bond Trustee shall be specifically notified in writing of such default by the Issuer or the Holders of at least 25% in principal amount of Bonds affected thereby;

(j) all notices or other instruments required by this Bond Indenture to be delivered to the Bond Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Bond Trustee at the Notice Address referred to in Section 1.01 hereof;

(k) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder (including, without limitation, as Dissemination Agent); and

(l) the Trustee may request that the Issuer deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture.

(m) Upon written request by the Rating Agency, the Trustee shall furnish to the Rating Agency the balance of funds on hand with the Trustee and other information as may be reasonably required to maintain the rating on the Bonds.

**Section 7.05 Not Responsible for Recitals or Issuance of Bonds.** The recitals contained herein and in the Bonds, except the certificates of authentication, shall be taken as the statements of the Issuer, and the Bond Trustee assumes no responsibility for their correctness. The Bond Trustee makes no representations as to the validity or sufficiency of this Bond Indenture or of the Bonds.

**Section 7.06 Bond Trustee May Hold Bonds.** The Bond Trustee in its individual or any other capacity may become the owner or pledgee of Bonds and may otherwise deal with the Issuer with the same rights it would have if it were not Bond Trustee.

**Section 7.07 Reserved**

**Section 7.08 Successor Bond Trustee.** Any corporation or association into which the Bond Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any

corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party shall, *ipso facto*, be and become successor Bond Trustee hereunder and vested with all title to the whole property or Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

**Section 7.09 Resignation by the Bond Trustee.** The Bond Trustee and any successor Bond Trustee may at any time resign from the trusts hereby created by giving 60 days' written notice by registered or certified mail to the Issuer and to each Holder of the Bonds then Outstanding; provided that no such resignation shall take effect until a successor Bond Trustee shall have been appointed and shall have accepted such appointment as provided in Section 7.11. If no successor Bond Trustee shall have been appointed and have accepted appointment within 60 days following the giving of all required notices of resignation, the resigning Bond Trustee may petition any court of competent jurisdiction for the appointment of a successor Bond Trustee. The cost of such petition shall be paid by the Borrower.

**Section 7.10 Removal of the Bond Trustee.** The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, with copies thereof mailed to the Issuer, the Remarketing Agent and the Borrower and Managing Member, and signed by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding.

The Trustee also may be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Issuer or the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding under this Indenture.

The removal of the Trustee under this Section 7.10 shall take effect upon the appointment of a successor Trustee as provided for in Section 7.11 of this Indenture.

**Section 7.11 Appointment of Successor Bond Trustee by the Holders; Temporary Bond Trustee.** If (a) the Trustee shall resign, shall be removed, shall be dissolved, or shall become otherwise incapable of acting hereunder, (b) the Trustee shall be taken under the control of any public officer or officers, or (c) a receiver shall be appointed for the Trustee by a court, then a successor Trustee shall be appointed by the Issuer, with the written consent of the Borrower and Managing Member; provided, that if a successor Trustee is not so appointed within 10 days after (i) a notice of resignation or an instrument or document of removal is received by the Issuer, as provided in Sections 7.09 and 7.10 hereof, respectively, or (ii) the Trustee is dissolved, taken under control, becomes otherwise incapable of acting or a receiver is appointed, in each case, as provided above, then, so long as the Issuer shall not have appointed a successor Trustee, the Holders of a majority in aggregate principal amount of Bonds then Outstanding may designate a successor Trustee by an instrument or document or concurrent instruments or documents in writing signed by or on behalf of those Holders. If no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section, the Holder of any Bond Outstanding hereunder or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

**Section 7.12 Concerning Any Successor Bond Trustee.** Every successor Trustee appointed pursuant to this Section (a) shall be a trust company or a bank having the powers of a trust company, (b) shall be in good standing within the State, (c) shall be duly authorized to exercise trust powers within the State, (d) shall have a reported capital, surplus and retained earnings of not less than \$50,000,000, and (e) shall be willing to accept the trusteeship under the terms and conditions of this Indenture.

Every successor Trustee appointed hereunder shall execute and acknowledge, and shall deliver to its predecessor, the Issuer and the Borrower and Managing Member an instrument or document in writing accepting the appointment. Thereupon, without any further act, the successor shall become vested with all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of its predecessor. Upon the written request of its successor, the Issuer or the Borrower or Managing Member, and payment of all fees and expenses owed to it, the predecessor Trustee (a) shall execute and deliver an instrument or document transferring to its successor all of the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens of the predecessor Trustee hereunder, and (b) shall take any other action necessary to duly assign, transfer and deliver to its successor all property (including without limitation, all securities and moneys) held by it as Trustee. Should any instrument or document in writing from the Issuer be requested by any successor Trustee for vesting and conveying more fully and certainly in and to that successor the trusts, properties, remedies, powers, rights, duties, obligations, discretions, privileges, claims, demands, causes of action, immunities, estates, titles, interests and liens vested or conveyed or intended to be vested or conveyed hereby in or to the predecessor Trustee, the Issuer shall execute, acknowledge and deliver that instrument or document.

**Section 7.13 Bond Trustee as Paying Agent and Bond Registrar; Additional Paying Agents.** The Bond Trustee is hereby designated and agrees to act as Paying Agent and Registrar for and in respect to the Bonds.

The Issuer from time to time may appoint one or more additional Paying Agents and, in the event of the resignation or removal of any Paying Agent, successor Paying Agents. Any such additional Paying Agent or successor Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Bond Indenture by executing and delivering to the Issuer and the Bond Trustee a written acceptance thereof

**Section 7.14 Successor Bond Trustee as Trustee, Paying Agent and Bond Registrar.** In the event of a change in the office of Bond Trustee, the predecessor Bond Trustee which shall have resigned or shall have been removed shall cease to be Bond Trustee and Paying Agent on the Bonds and Bond Registrar, and the successor Bond Trustee shall become such Bond Trustee, Paying Agent and Bond Registrar.

**Section 7.15 Representations by Bond Trustee.** The Bond Trustee hereby represents and warrants that as of the date of execution of this Bond Indenture:

- (a) It is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into and perform its obligations under this Bond Indenture;

(b) this Bond Indenture has been duly authorized, executed and delivered by it; and

(c) to the best of the Bond Trustee's knowledge, the execution of this Bond Indenture by the Bond Trustee does not violate laws, statutes, ordinances, regulations or agreements which are binding on the Bond Trustee.

**Section 7.16 Concerning the Remarketing Agent.** The Remarketing Agent identified in Section 1.01 hereof shall serve as the Remarketing Agent for the Bonds. The Remarketing Agent shall designate to the Trustee its Designated Office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Borrower, the Managing Member and the Trustee. In addition, the Remarketing Agent will agree particularly to:

(a) Keep such records relating to its computations of interest rates for the Bonds as shall be consistent with prudent industry practice and to make such records available for inspection by the Issuer, the Trustee and the Borrower and the Managing Member at all reasonable times; and

(b) perform all of its functions and duties under this Indenture.

The Remarketing Agent shall be entitled to advice of legal counsel on any matter relating to the Remarketing Agent's obligations hereunder and shall be entitled to act upon the opinion of such counsel in the exercise of reasonable care in fulfilling such obligations.

The Remarketing Agent shall be entitled to appoint additional co-Remarketing Agents to assist in the performance of the Remarketing Agent's obligations under this Indenture, and any such appointment shall be effective without any action by the Issuer or the Borrower being necessary; provided that any such co-Remarketing Agent, shall have a capitalization of at least \$5,000,000, or shall have a line of credit with a commercial bank in the amount of at least \$5,000,000, shall be in conformity with all standards and requirements of the Municipal Securities Rulemaking Board and the Securities and Exchange Commission, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. The Remarketing Agent shall take responsibility for any co-Remarketing Agent it appoints.

**Section 7.17 Qualification of Remarketing Agent.** The Remarketing Agent shall be a member in good standing of the Financial Industry Regulatory Authority having a capitalization of at least \$5,000,000, or shall have a line of credit with a commercial bank in the amount of at least \$5,000,000, and shall be authorized by law to perform all the duties imposed upon it by this Indenture. Subject to the terms of the Remarketing Agreement, the Remarketing Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least 30 days' notice of such resignation to the Issuer, the Borrower, Managing Member and the Trustee. The Remarketing Agent may be removed, with prior notice to the Issuer, at any time by the Borrower, with at least 30 days' notice of such removal to the Remarketing Agent.

Upon any resignation or removal of the Remarketing Agent, the departing Remarketing Agent shall pay over, assign and deliver any money and Bonds held by it in such capacity to its successor.

The Trustee, within 30 days of the resignation or removal of the Remarketing Agent or the appointment of a successor Remarketing Agent, shall give notice thereof by registered or certified mail to the Rating Agency (if the Bonds are then rated) and to the Holders of the Bonds.

**Section 7.18 Information for Rating Agency and Notice of Certain Events.** The Trustee shall provide the Rating Agency upon its written request such information within the Trustee's possession as the Rating Agency shall reasonably require from time to time in order to maintain the rating on the Bonds;

The Trustee shall notify the Rating Agency and the Remarketing Notice Parties of (a) the occurrence of an Event of Default of which the Trustee has actual notice, (b) any change in the identity of the Trustee, (c) any amendments, modifications, supplements or changes to this Indenture, the Loan Agreement, the Note or the Bonds, including any extension of principal or modification of interest or redemption premium due on any of the Bonds, in each case only in the event the Trustee has actual notice, (d) any change or notification of proposed change of the Mandatory Tender Date or Remarketing Date pursuant to the remarketing of the Bonds, (e) any partial prepayment of the Loan or the giving of notice of the call for redemption of any Bonds in connection with the prepayment of the Loan, (f) any defeasance or acceleration of the Bonds hereunder, (g) any change in the Remarketing Agent or the Lender of which the Trustee has actual knowledge, (h) the occurrence of any monetary or other material default under the Loan of which the Trustee has actual notice, (i) any change or proposed change in the structure or identity of the Borrower of which the Trustee has actual knowledge, (j) any change in the investment of funds subject to the lien of this Indenture, (k) any sale of Eligible Investments below par, as shown in a Cash Flow Projection delivered to the Rating Agency prior to the sale date.

## **ARTICLE 8 SUPPLEMENTAL BOND INDENTURE**

**Section 8.01 Supplemental Bond Indentures Not Requiring Consent of Bondholders.** The Issuer and the Trustee, without the consent of or notice to any of the Bondholders, may enter into a bond indenture or bond indentures supplemental to this Bond Indenture as shall not be inconsistent with the terms and provisions hereof or materially adverse to the interest of the Holders of the Bonds for any one or more of the following reasons:

- (a) to cure any ambiguity or formal defect or omission in this Bond Indenture;
- (b) to subject to the lien and pledge of this Bond Indenture additional revenues, properties or collateral;
- (c) to grant to or confer upon the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Bond Trustee or any of them;
- (d) to modify, amend or supplement this Bond Indenture or any bond indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or under any state securities laws;
- (e) to permit the Bond Trustee to comply with any obligations imposed upon it by law;

(f) to achieve compliance of this Bond Indenture with any applicable federal securities or tax laws or state securities laws;

(g) to maintain the exclusion from gross income for federal income taxation of interest on the Bonds;

(h) to obtain, improve or maintain the rating on the Bonds from any nationally recognized securities rating agency so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(i) in connection with any other change in this Bond Indenture which, in the judgment of the Bond Trustee, is not to the prejudice of the Bond Trustee or the Bondholders.

The Bond Trustee may rely upon an opinion of counsel as conclusive evidence that execution and delivery of a supplemental bond indenture have been effected in compliance with the provisions of this Article.

**Section 8.02 Supplemental Bond Indentures Requiring Consent of Bondholders.**

Exclusive of Supplemental Indentures to which reference is made in Section 8.01 hereof and subject to the terms, provisions and limitations contained in this Section, and not otherwise, with the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, evidenced as provided in this Indenture, and with the written consent of the Borrower if required by Section 8.05 hereof, the Issuer and the Trustee may execute and deliver Supplemental Indentures adding any provisions to, changing in any manner or eliminating any of the provisions of this Indenture or any Supplemental Indenture or restricting in any manner the rights of the Holders. Nothing in this Section shall permit, however, or be construed as permitting:

(a) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond or (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, or

(b) without the consent of the Holders of all Bonds then Outstanding, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a Supplemental Indenture.

If the Issuer shall request that the Trustee execute and deliver any Supplemental Indenture for any of the purposes of this Section, upon (i) being satisfactorily indemnified with respect to its expenses in connection therewith, and (ii) if required by Section 8.05 hereof, receipt of the Borrower's written consent to the proposed execution and delivery of the Supplemental Indenture, the Trustee shall, at the written direction of the Issuer, cause notice of the proposed execution and delivery of the Supplemental Indenture (which notice shall be prepared by the Borrower) to be mailed by first-class mail, postage prepaid, to all Holders of Bonds then Outstanding at their addresses as they appear on the Register at the close of business on the fifteenth day preceding that mailing.

The Trustee shall not be subject to any liability to any Holder by reason of the Trustee's failure to mail, or the failure of any Holder to receive, the notice required by this Section. Any

failure of that nature shall not affect the validity of the Supplemental Indenture when there has been consent thereto as provided in this Section. The notice shall set forth briefly the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Designated Office of the Trustee for inspection by all Holders.

If the Trustee shall receive, within a period prescribed by the Borrower, of not less than 60 days, but not exceeding one year, following the mailing of the notice, an instrument or document or instruments or documents, in form to which the Trustee does not reasonably object, purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding (which instrument or document or instruments or documents shall refer to the proposed Supplemental Indenture in the form described in the notice and specifically shall consent to the Supplemental Indenture in substantially that form), the Trustee shall, but shall not otherwise, execute and deliver the Supplemental Indenture in substantially the form to which reference is made in the notice as being on file with the Trustee, without liability or responsibility to any Holder, regardless of whether that Holder shall have consented thereto.

The Bond Trustee may rely upon an opinion of counsel as conclusive evidence that the execution and delivery of any Supplemental Indenture have been effected in compliance with the provisions of this Article.

Any consent shall be binding upon the Holder of the Bond giving the consent and, anything herein to the contrary notwithstanding, upon any subsequent Holder of that Bond and of any Bond issued in exchange therefor (regardless of whether the subsequent Holder has notice of the consent to the Supplemental Indenture). A consent may be revoked in writing, however, by the Holder who gave the consent or by a subsequent Holder of the Bond by a revocation of such consent received by the Trustee prior to the execution and delivery by the Trustee of the Supplemental Indenture. At any time after the Holders of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the Issuer a written statement that the Holders of the required percentage of Bonds have filed those consents. That written statement shall be conclusive evidence that the consents have been so filed.

If the Holders of the required percentage in aggregate principal amount of Bonds Outstanding shall have consented to the Supplemental Indenture, as provided in this Section, no Holder shall have any right (a) to object to (i) the execution or delivery of the Supplemental Indenture, (ii) any of the terms and provisions contained therein, or (iii) the operation thereof, (b) to question the propriety of the execution and delivery thereof, or (c) to enjoin or restrain the Trustee or the Issuer from that execution or delivery or from taking any action pursuant to the provisions thereof.

**Section 8.03 Amendments to Loan Agreement Not Requiring Consent of the Bondholders.** The Issuer and the Borrower, without the consent of the Bondholders, may enter into any amendment, change or modification to the Loan Agreement as shall not be inconsistent with the terms of the Loan Agreement or materially adverse to the interests of the Holder of the Bonds or the Bond Trustee for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in the Loan Agreement;

(b) to grant to or confer upon the Issuer or the Bond Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may be lawfully granted to or conferred upon the Issuer or the Bond Trustee or either of them;

(c) to maintain the exclusion from gross income for federal income taxation of interest of the Bonds;

(d) to obtain, improve or maintain the rating on the Bonds so long as such change does not affect the interest rates, maturities or redemption provisions of the Bonds and does not, in the opinion of Bond Counsel, adversely affect the exclusion from gross income for federal income taxation of interest on the Bonds; or

(e) in connection with any other change which, in the judgment of the Bond Trustee, is not to the prejudice of the Bond Trustee or the Bondholders.

The Bond Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

**Section 8.04 Amendments to Loan Agreement Requiring Consent of Bondholders.** With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, the Issuer, the Bond Trustee and the Borrower may from time to time enter into amendments, changes and modifications to the Loan Agreement for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained therein; provided, however, that no such amendment, change or modification shall permit or be construed as permitting: (a) any adverse effect on the security for the Bonds, (b) a reduction in the amount of Bonds, the Holders of which are required to approve any such amendment, change or modification without the consent of Holders of all Bonds at the time Outstanding which would be affected by the action to be taken; or (c) any action which may result in the denial of the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

If at any time, the Borrower or the Issuer shall request the consent of the Bond Trustee to any such amendment, change or modification of the Loan Agreement, the Bond Trustee shall, upon being satisfactorily indemnified by the Borrower with respect to expenses, cause notice of such proposed amendment, change or modification to be given in the same manner as provided above with respect to supplemental bond indentures. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the corporate trust office of the Bond Trustee for inspection by all Bondholders. If, within 60 days following the giving of such notice the Holders of not less than two-thirds in aggregate principal amount of Outstanding Bonds at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as described above, no Holder of any Bond shall have any right to object to the terms and provisions contained therein, or to the operation thereof, or in any manner to question the propriety of the execution thereof or to enjoin or to restrain the Issuer or the Bond Trustee from consenting to the execution thereof. The Bond Trustee may rely upon an opinion of counsel as conclusive evidence that such amendment, change or modification has been effected in compliance with the provisions of this Article.

**Section 8.05 Consent of Borrower and Investor Limited Partner.** Anything contained herein to the contrary notwithstanding, any Supplemental Indenture executed and

delivered in accordance with this Article VIII which affects in any material respect any rights or obligations of the Borrower shall not become effective unless and until the Borrower and Investor Limited Partner shall have consented in writing to the execution and delivery of that Supplemental Indenture.

**Section 8.06 Responsibilities of Trustee.** Notwithstanding anything else contained herein, the Trustee shall not be required to enter into any Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

**Section 8.07 Authorization to Trustee; Effect of Supplement**

The Trustee is authorized to join with the Issuer in the execution and delivery of any Supplemental Indenture in accordance with this Article and to make the further agreements and stipulations which may be contained therein. Thereafter,

(a) That Supplemental Indenture shall form a part of this Indenture;

(b) All terms and conditions contained in that Supplemental Indenture as to any provision authorized to be contained therein shall be deemed to be a part of the terms and conditions of this Indenture for any and all purposes;

(c) This Indenture shall be deemed to be modified and amended in accordance with the Supplemental Indenture; and

(d) The respective rights, duties and obligations under this Indenture of the Issuer, the Borrower, the Trustee, the Remarketing Agent and all Holders of Bonds then Outstanding shall be determined, exercised and enforced hereunder in a manner which is subject in all respects to those modifications and amendments made by the Supplemental Indenture.

Express reference to any executed and delivered Supplemental Indenture may be made in the text of any Bonds issued thereafter, if that reference is deemed necessary or desirable by the Trustee or the Issuer. A copy of any Supplemental Indenture for which provision is made in this Article, except a Supplemental Indenture described in Section 8.01(g) hereof, shall be mailed to the Holders by the Trustee. The Trustee shall not be required to execute any supplemental indenture containing provisions adverse to the Trustee.

**Section 8.08 Opinion of Counsel.** The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it as conclusive evidence that (a) any proposed Supplemental Indenture complies with the provisions of this Indenture, and (b) it is proper for the Trustee to join in the execution of that Supplemental Indenture under the provisions of this Article. That counsel may be counsel for the Issuer or the Borrower.

Before the Issuer and the Trustee shall enter into any Supplemental Indenture, there shall have been delivered to the Trustee an opinion of Bond Counsel to the effect that such Supplemental Indenture will not adversely affect the Federal Tax Status of the Bonds.

**Section 8.09 Modification by Unanimous Consent.** Notwithstanding anything contained elsewhere in this Indenture, the rights and obligations of the Issuer and of the Holders, and the terms and provisions of the Bonds and this Indenture or any Supplemental Indenture, may be modified or altered in any respect with the consent of (a) the Issuer, (b) the

Holders of all of the Bonds then Outstanding, (c) the Borrower and the Investor Limited Partner and (d) if such modification or alteration contains provisions adverse to the Trustee, the Trustee.

**ARTICLE 9**  
**SATISFACTION AND DISCHARGE OF BOND INDENTURE**

**Section 9.01 Discharge of Lien.** If (a) the Issuer shall pay all of the Outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the Holders of the Outstanding Bonds, all Bond Service Charges due or to become due thereon, and (b) provision also shall be made for the payment of all other sums payable hereunder or under the Loan Agreement, the Land Use Restriction Agreement and the Note, then this Indenture shall cease, terminate and become null and void (except for those provisions surviving by reason of Section 9.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 9.02 hereof), and the covenants, agreements and obligations of the Issuer hereunder shall be released, discharged and satisfied.

Thereupon, and subject to the provisions of Section 9.03 hereof if applicable,

(a) the Trustee shall release this Indenture (except for those provisions surviving by reason of Section 9.03 hereof in the event the Bonds are deemed paid and discharged pursuant to Section 9.02 hereof), and shall execute and deliver to the Issuer any instruments or documents in writing, prepared by or on behalf of the Issuer, as shall be requisite to evidence that release and discharge or as reasonably may be requested by the Issuer;

(b) the Trustee shall release and satisfy the Note and deliver such release and satisfaction to the Borrower; and

(c) the Trustee shall assign and deliver to the Issuer any property subject at the time to the lien of this Indenture which then may be in its possession, except amounts in the Bond Fund required (i) to be paid to the Borrower under Section 4.14 hereof, or (ii) to be held by the Trustee under Section 4.13 hereof or otherwise for the payment of Bond Service Charges.

**Section 9.02 Payment and Discharge of Bonds.** All or any part of the Bonds shall be deemed to have been paid and discharged within the meaning of this Indenture, including without limitation, Section 9.01 hereof, if:

(a) the Trustee as paying agent shall have received, in trust for and irrevocably committed thereto, sufficient money, or

(b) the Trustee shall have received, in trust for and irrevocably committed thereto, noncallable Government Obligations which are certified by an Independent public accounting firm of national reputation to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any money to which reference is made in subparagraph (a) above, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held likewise in trust and so committed, except as provided herein), for the payment of all Bond Service Charges on those Bonds at their maturity.

Any money held by the Trustee in accordance with the provisions of this Section may be invested by the Trustee only in noncallable Government Obligations having maturity dates, or having redemption dates which, at the option of the owner of those obligations, shall be not later than the date or dates at which money will be required for the purposes described above. To the extent that any income or interest earned by, or increment to, the investments held under this Section is determined from time to time by the Trustee to be in excess of the amount required to be held by the Trustee for the purposes of this Section, that income, interest or increment shall be transferred at the time of that determination in the manner provided in Section 4.14 hereof for transfers of amounts remaining in the Bond Fund.

If any Bonds shall be deemed paid and discharged pursuant to this Section 9.02, then within 15 days after such Bonds are so deemed paid and discharged the Trustee shall cause a written notice to be given to each Holder as shown on the Register on the date on which such Bonds are deemed paid and discharged. Such notice shall state the numbers of the Bonds deemed paid and discharged or state that all Bonds are deemed paid and discharged, and shall set forth a description of the obligations held pursuant to subparagraph (b) of the first paragraph of this Section 9.02.

**Section 9.03 Survival of Certain Provisions.** Notwithstanding the foregoing, any provisions of this Bond Indenture which relate to the maturity of Bonds, interest payments and dates thereof, optional and mandatory redemption provisions, credit against mandatory sinking fund requirements, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, the holding of moneys in trust, and repayments of moneys in funds held hereunder, and the duties of the Bond Trustee and the Bond Registrar in connection with all of the foregoing, shall remain in effect and be binding upon the Bond Trustee, the Bond Registrar, the Paying Agent and the Holders notwithstanding the release and discharge of this Bond Indenture. The provisions of this Article shall survive the release, discharge and satisfaction of this Bond Indenture.

## ARTICLE 10 MISCELLANEOUS

**Section 10.01 Consents and Other Instruments of Bondholders.** Any consent, request, direction, approval, waiver, objection, appointment or other instrument required by this Bond Indenture to be signed and executed by the Bondholders may be signed and executed in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such instrument, if made in the following manner, shall be sufficient for any of the purposes of this Bond Indenture and shall be conclusive in favor of the Trustee with regard to any action taken under such instrument, namely:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such instrument acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or association or a member of a limited liability company or a partner of a partnership on behalf of such corporation, association, limited liability company or partnership, such affidavit or certificate shall also constitute sufficient proof of his authority.

(b) The ownership of Bonds shall be proven by the Bond Register.

(c) Any request, consent or vote of the Holder of any Bond shall bind every future Holder of any Bond issued in exchange therefor or in lieu thereof, in respect of anything done or permitted to be done by the Trustee or the Issuer pursuant to such request, consent or vote.

(d) In determining whether the Holders of the requisite amount of the principal amount of the Bonds then Outstanding have concurred in any demand, request, direction, consent or waiver under this Bond Indenture, Bonds which are owned by the Issuer or the Borrower or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with the Issuer or the Borrower shall be disregarded and deemed not to be Outstanding for the purpose of determining whether the Bond Trustee shall be protected in relying on any such demand, request, direction, consent or waiver. Only Bonds which the Bond Trustee actually knows to be so owned shall be disregarded. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of Issuer and the Bond Trustee the pledgee's right to vote such Bonds. In case of a dispute as to such right, any decision by the Bond Trustee taken upon the advice of counsel shall be full protection to the Bond Trustee.

**Section 10.02 Limitation of Rights.** With the exception of rights conferred expressly in this Indenture, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any Person other than the parties hereto, the Remarketing Agent, the Borrower, the Managing Member and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to this Indenture or any covenants, agreements, conditions and provisions contained herein. This Indenture and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, the Remarketing Agent, the Borrower, the Managing Member and the Holders of the Bonds, as provided herein.

**Section 10.03 Severability.** If any provision of this Bond Indenture shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or sections in this Bond Indenture contained shall not affect the remaining portions of this Bond Indenture or any part thereof

**Section 10.04 Notices.** All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given three days after deposit by first-class mail, except any notice specifically required to be given by certified or registered mail shall be deemed given three days after being mailed by certified or registered mail, postage prepaid, and any notice dispatched by messenger, facsimile or telegram, addressed to the Notice Address of the person to whom such notices, certificates or other communications are given shall be deemed given when delivered.

**Section 10.05 Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of interest on or principal of the Bonds, or the date fixed for redemption of any Bonds, shall be a Saturday, Sunday, legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

**Section 10.06 Priority of this Indenture.** This Indenture shall be superior to any liens which may be placed upon the Revenues or any other funds or accounts created pursuant to this Indenture.

**Section 10.07 Counterparts.** This Bond Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The exchange of copies of this Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Indenture as to the parties hereto and may be used in lieu of the original Indenture and signature pages for all purposes.

**Section 10.08 Governing Law.** The laws of the State shall govern the construction of this Bond Indenture and of all Bonds issued hereunder, without reference to its conflict of laws principles.

**Section 10.09 No Recourse.** No recourse shall be had for the principal of, redemption premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bond Indenture or the Loan Agreement against any past, present or future official, officer or employee of the Issuer or the Trustee, as such, either directly or through the Issuer or the Trustee or any successor to either, under any rule of law, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability is hereby expressly waived and released as a condition of and consideration for the execution of the Bond Indenture and the Loan Agreement and the issuance of the Bonds.

**Section 10.10 Successors and Assigns.** All the covenants and representations contained in this Bond Indenture, by or on behalf of the Issuer and the Trustee, shall bind and inure to the benefit of their respective successors and assigns, whether expressed or not.

**Section 10.11 Books, Records and Accounts.** The Bond Trustee agrees to keep proper books, records and accounts in which complete and correct entries shall be made of all transactions relating to the receipt, disbursements, investment, allocation and application of the proceeds received from the sale of the Bonds, the revenues received from the Funds created pursuant to this Bond Indenture and all other money held by the Bond Trustee hereunder. The Bond Trustee shall make such books, records and accounts available for inspection by the Issuer or the Holder of any Bond during reasonable hours and under reasonable conditions.

**Section 10.12 Mortgage Loan Documents and Regulations Control**

(a) In the event of any conflict and to the extent that there is any inconsistency or ambiguity between the provisions of this Indenture and the provisions of the Controlling HUD and GNMA Requirements or the Mortgage Loan Documents, the Controlling HUD and GNMA Requirements and Mortgage Loan Documents will be

deemed to be controlling, and any such ambiguity or inconsistency will be resolved in favor of, and pursuant to the terms of the Controlling HUD and GNMA Requirements and Mortgage Loan Documents, as applicable. Notwithstanding any provision of this Indenture to the contrary, the parties hereto acknowledge and agree that all of their respective rights and powers to any assets or properties of the Borrower are subordinate and subject to the liens created by the Mortgage, together with any and all amounts from time to time secured thereby, and interest thereon, and to all of the terms and provisions of the Mortgage, and any and all other documents executed by the Borrower as required by HUD or GNMA in connection therewith.

(b) Enforcement of the covenants in this Indenture will not result in, and neither the Issuer, the Trustee nor any parties indemnified by the Borrower pursuant to this Indenture has or shall be entitled to assert, any claim against the Project, the Mortgage Loan proceeds, any reserves or deposits required by HUD in connection with the Mortgage Loan transaction, or the rents or deposits or other income of the Project other than available "Surplus Cash" as defined in the HUD Regulatory Agreement.

(c) Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Indenture will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

(d) The Bonds are not a debt of the United States of America, HUD, FHA, GNMA or any other agency or instrumentality of the federal government, and are not guaranteed by the full faith and credit of the United States or any agency or instrumentality thereof.

(e) There is no pledge hereunder of the gross revenues or any of the assets of the Project.

(f) Nothing contained herein shall inhibit or impair the right of FHA to require or agree to any amendment, change or modification of any Mortgage Loan Documents.

(g) Proceeds from any condemnation award or from the payment of a claim under any hazard insurance policy relating to the Project will not be payable to the Trustee, but will be payable in accordance with the Mortgage Loan Documents.

(h) Notwithstanding anything to the contrary in the event of an assignment or conveyance of the Mortgage Loan to the Federal Housing Commissioner, subsequent to the issuance of the Bonds, all money remaining in all funds and accounts other than the Rebate Fund and any other funds remaining under the Indenture after payment or provision for payment of debt service on the Bonds and the fees and expenses of the Issuer, Trustee and other such parties unrelated to the Borrower (other than funds originally deposited by the Borrower or related parties on or before the date of issuance of the Bonds) shall be returned to the Lender.

(i) HUD shall not have any obligation under the Disbursement Agreement (or otherwise) to continue to provide Lender Funds if there is a Borrower default under and assignment of the Mortgage Loan to HUD.

**Section 10.13 Force Majeure.** In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by,

directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

**Section 10.14 U.S.A. Patriot Act.** The parties hereto acknowledge that in accordance with Section 326 of the U.S.A. Patriot Act, the Trustee, like all financial institutions and in order to help fight the funding of terrorism and money laundering, is required to obtain, verify, and record information that identifies each person or legal entity that establishes a relationship or opens an account with the Trustee. The parties to this Indenture agree that they will provide the Trustee with such information as it may reasonably request in order for the Trustee to satisfy the requirements of the U.S.A. Patriot Act.

**Section 10.15 Waiver of Jury Trial.** EACH OF THE ISSUER, THE HOLDERS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE BONDS OR THE TRANSACTION CONTEMPLATED HEREBY.

**IN WITNESS WHEREOF**, the parties hereto have caused this Bond Indenture to be duly executed and their respective corporate seals to be hereunto affixed and attested, all as of the date and year first above written.

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Chief Financial Officer

(Seal)

Attest:

\_\_\_\_\_  
City Clerk

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Bond Trustee**

By: \_\_\_\_\_  
Authorized Officer

Attest:

\_\_\_\_\_  
Authorized Officer

**[(Sub)Exhibit "B" referred to in this Bond Indenture with Zions Bancorporation, National Association constitutes Exhibit "F" to ordinance printed on pages 51717 and 51718 of this *Journal*.]**

**(Sub)Exhibit "A" referred to in this Bond Indenture with Zions Bancorporation, National Association reads as follows:**

(Sub)Exhibit "A".

(To Bond Indenture With Zions Bancorporation, National Association)

Form Of Bond.

United States Of America  
State Of Illinois  
City Of Chicago

Multi-Family Housing Revenue Bonds  
(Grace Manor Apartments Project), Series 2022

Number R-1

Maximum Principal Amount:  
\$ \_\_\_\_\_

Maturity Date	Dated Date	Initial Interest Rate	CUSIP Number
_____, 202_	_____, 2022	_____ percent	_____

Registered Owner: Cede & Company

Maximum Principal Amount: \_\_\_\_\_  
\_\_\_\_\_ Dollars

Initial Mandatory Tender Date: \_\_\_\_\_ 1, 202\_

The City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), for value received, hereby promises to pay (but only from the revenues and other assets and in the manner hereinafter described) to the Registered Owner specified above or registered assigns, the Principal Amount specified above on the Maturity Date specified above (subject to the rights of redemption and tender set forth herein), and to pay from those sources interest on the unpaid principal balance of said Principal Amount calculated at the Interest Rate on (a) \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year beginning \_\_\_\_\_ 1, 202\_, (b) each Redemption Date, and (c) each Mandatory Tender Date (the "Interest Payment Dates") until the principal amount is paid or duly provided for. This Bond will bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, from its date, or, if no interest has been paid or provided for, from the date of initial delivery (the "Closing Date").

This Bond shall bear interest from the Dated Date to but not including the Initial Mandatory Tender Date at the Initial Interest Rate set forth above and thereafter this Bond shall bear interest at the Remarketing Rate (as defined in the Indenture) for each subsequent Remarketing Period (as defined in the Indenture). Interest on the Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months, for the actual number of days elapsed.

The principal of this Bond is payable at the designated corporate trust office of the trustee, presently Zions Bancorporation, National Association, a national banking association (the "Trustee"). Interest is payable on each Interest Payment Date by check mailed to the person in whose name this Bond (or one or more predecessor bonds) is registered (the "Holder") at the close of business on the 15<sup>th</sup> day of the calendar month next preceding that Interest Payment Date (the "Regular Record Date") on the registration books for this issue maintained by the Trustee, as registrar, at the address appearing therein. Any interest which is not timely paid or duly provided for shall cease to be payable to the Holder hereof (or of one or more predecessor bonds) as of the Regular Record Date, and shall be payable to the Holder hereof (or of one or more predecessor bonds) at the close of business on a Special Record Date to be fixed by the Trustee for the payment of that overdue interest. Notice of the Special Record Date shall be mailed to Holders not less than 10 days prior thereto. The principal of and interest on this Bond are payable in lawful money of the United States of America, without deduction for the services of the paying agent. While the Bonds are held in a book-entry system and in certain other circumstances, all as provided in the Indenture, principal of and interest on this Bond is required to be paid by wire transfer or other arrangement, other than any payment of the entire unpaid principal amount hereof.

This Bond is one of a duly authorized series of bonds of the City designated as its Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 (the "Bonds"), in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds"), pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and pursuant to the Ordinance adopted by the Issuer on \_\_\_\_\_, 2022. The Bonds are issued under and are equally and ratably secured as to principal, premium, if any, and interest by a Bond Indenture dated as of \_\_\_\_\_ 1, 2022, from the Issuer to the Bond Trustee (the "Bond Indenture"), to which Bond Indenture and all indentures supplemental thereto (copies of which are on file at the office of the Bond Trustee) reference is hereby made. By the acceptance of this Bond, the Holder hereof assents to all of the provisions of the Bond Indenture.

The Bonds, together with premium, if any, and interest thereon, do not constitute an indebtedness, liability, general or moral obligation or a pledge of the full faith or loan of credit of the Issuer, the State of Illinois, or any political subdivision of the State of Illinois within the meaning of any constitutional or statutory provisions. None of the Issuer, the State of Illinois or any political subdivision thereof shall be obligated to pay the principal of, premium, if any, or interest on the Bonds or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the full faith and credit nor the taxing power of

the United States of America, the Issuer, the State of Illinois or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or interest on the Bonds or other costs incident thereto. The Bonds are not a debt of the United States of America or any agency thereof, and are not guaranteed by the United States of America or any agency thereof.

This Bond shall not be entitled to any benefit under the Bond Indenture or become valid or obligatory for any purpose until the certificate of authentication shall have been signed by the Bond Trustee.

The Bonds are being issued by the Issuer for the purpose of financing a loan (the "Loan") to be made to Grace Manor L.P., an Illinois limited partnership (the "Borrower"). The Loan will be used by the Borrower to pay a portion of the costs of acquiring and constructing the Project, as defined in the Indenture and as further described in the Loan Agreement dated as of even date with the Indenture (the "Loan Agreement"), between the Issuer and the Borrower. The Bonds are special limited obligations of the Issuer, issued or to be issued under and are secured and entitled equally and ratably to the protection given by the Indenture, including payments under the Loan made to the Trustee by the Borrower.

The Bonds are subject to redemption and tender prior to their stated maturity as follows:

(a) Optional Redemption. The Bonds are subject to optional redemption in whole or in part by the Issuer at the written direction of the Borrower on any date on or after the later to occur of (a) the date that the Project is placed in service, as certified in writing by the Borrower to the Trustee, and (b) the Optional Redemption Date (as defined in the Indenture) at a redemption price equal to 100 percent of the principal amount of the Bonds plus accrued interest to the Redemption Date.

(b) Reserved.

(c) Mandatory Redemption. The Bonds shall be redeemed in whole at a redemption price of 100 percent of the principal amount of such Bonds, plus accrued interest to the Redemption Date, on any Mandatory Tender Date upon the occurrence of any of the following events: (i) the Borrower has previously elected not to cause the remarketing of the Bonds, (ii) the conditions to remarketing set forth in the Indenture have not been met by the dates and times set forth therein, or (iii) the proceeds of a remarketing on deposit in the Remarketing Proceeds Account at 11:00 A.M. Local Time on the Mandatory Tender Date are insufficient to pay the purchase price of the Outstanding Bonds on such Mandatory Tender Date. Bonds subject to redemption in accordance with this paragraph shall be redeemed from (i) amounts on deposit in the Collateral Fund, (ii) amounts on deposit in the Negative Arbitrage Account of the Bond Fund, (iii) amounts on deposit in the Project Fund, and (iv) any other Eligible Funds available or made available for such purpose at the direction of the Borrower.

(d) Mandatory Tender. The Bonds are subject to mandatory tender in whole on each Mandatory Tender Date. Holders will not have the right to elect to retain their Bonds. Upon presentation and surrender of the Bonds by the Holder on the date fixed for tender, the Holder shall be paid the principal amount of the Bonds to be tendered, plus accrued interest on such Bonds to the tender date.

Reference is made to the Indenture for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bonds, the rights, duties and obligations of the Issuer, the Trustee and the Holders of the Bonds, and the terms and conditions upon which the Bonds are issued and secured. Each Holder assents, by its acceptance hereof, to all of the provisions of the Indenture.

The Borrower is required by the Loan Agreement to cause the Lender (as defined in the Indenture) to provide on its behalf the Lender's portion of the Eligible Funds (as defined in the Indenture) to the Trustee in the amounts and at the times necessary to pay the principal of and interest (the "Bond Service Charges") on the Bonds. In the Indenture, the Issuer has assigned to the Trustee, to provide for the payment of the Bond Service Charges on the Bonds, the Issuer's right, title and interest in and to the Loan Agreement, except for Reserved Rights as defined in the Indenture. To secure its compliance with certain covenants in the Loan Agreement, the Borrower has executed and delivered a Regulatory and Land Use Restriction Agreement, dated as of \_\_\_\_\_ 1, 2022 (the "Land Use Restriction Agreement") among the Issuer, the Borrower and the Trustee.

Copies of the Indenture, the Loan Agreement and the Land Use Restriction Agreement are on file in the designated corporate trust office of the Trustee.

The Bond Service Charges on the Bonds are payable solely from the Revenues, as defined and as provided in the Indenture (being, generally, the amounts payable under the Loan Agreement and any unexpended proceeds of the Bonds), and are an obligation of the Issuer only to the extent of the Revenues. The Bonds are not secured by an obligation or pledge of any money raised by taxation and do not represent or constitute a debt or pledge of the faith and credit of the Issuer.

The Bonds are issuable only as fully registered bonds and, except as hereinafter provided, in printed or typewritten form, registered in the name of Cede & Company as nominee of The Depository Trust Company, New York, New York ("DTC"), which shall be considered to be the Holder for all purposes of the Indenture, including, without limitation, payment by the Issuer of Bond Service Charges, and receipt of notices to, giving of consents by and exercise of rights of, Holders. There shall be a single Bond representing each maturity, and all Bonds shall be immobilized in the custody of DTC with the owners of beneficial interests in those Bonds (the "book-entry interests") having no right to receive from the Issuer Bonds in the form of physical securities or certificates. Ownership of book-entry interests in the Bonds shall be shown by book-entry on the system maintained and operated by DTC, its participants (the "Participants") and certain persons acting through the Participants, and transfers of ownership of book-entry interests shall be made only by that book-entry system, the Issuer and the Trustee having no responsibility therefor. DTC is to maintain records of the positions of Participants in the Bonds, and the Participants and persons acting through Participants are to maintain records of the purchasers and owners of book-entry interests in the Bonds. The Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository (as defined in the Indenture) or to another nominee of a Securities Depository, without further action by the Issuer and otherwise at the expense of the Borrower.

If any Securities Depository determines not to continue to act as a Securities Depository for the Bonds for use in a book-entry system, the Issuer may attempt to have established a securities depository/book-entry system relationship with another qualified Securities Depository under the Indenture. If the Issuer does not or is unable to do so, the Issuer and the Trustee, after the Trustee has made provision for notification of the owners of book-entry interests by the then Securities Depository, shall permit withdrawal of the Bonds from the Securities Depository, and authenticate and deliver Bond certificates in fully registered form (in denominations of \$5,000, or any integral multiple of \$5,000 in excess thereof) to the assignees of the Securities Depository or its nominee, all at the cost and expense (including costs of printing or otherwise preparing and delivering replacement Bond certificates) of those Persons requesting such authentication and delivery, if the event is not the result of Issuer action or inaction (including action at the request of the Borrower).

The Holder of this Bond shall have no right to enforce the provisions of the Bond Indenture, or to institute action to enforce the covenants therein, or to take any action with respect to any default thereunder, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Indenture.

Neither the Issuer nor the Borrower shall be liable for an acceleration of the Bonds or payment of additional interest thereon in the event that interest on the Bonds is declared or becomes includable in gross income for federal income tax purposes.

Modifications or alterations of the Bond Indenture or of any indenture supplemental thereto may be made only to the extent and in the circumstances permitted by the Bond Indenture.

This Bond is transferable by the Holder hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Bond Trustee, but only in the manner and subject to the limitations provided in the Bond Indenture upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or bonds of the same maturity and interest rate and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Issuer and the Bond Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the Issuer nor the Bond Trustee shall be affected by any notice to the contrary.

Subject to the limitations of the Bond Indenture and upon payment of any tax, fee or other governmental charge required to be paid with respect to such exchange, Bonds may be exchanged for a like aggregate principal amount of Bonds of the same maturity and interest rate.

The principal hereof may be declared or may become due on the conditions and in the manner and at the time set forth in the Bond Indenture upon the occurrence of an event of default as provided in the Bond Indenture.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on this Bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Bond Indenture or any indenture supplemental thereto, against any trustee, officer or employee, as such, past, present or future, of the Issuer or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released. The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

UNIF GIFT MIN ACT --

Custodian  
(Cust) (Minor)

Under Uniform Gift to Minors  
Act (State)

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of Survivorship and not as Tenants in common

Additional abbreviations may also be used though not in the above list.

It is hereby certified, recited and declared that all facts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this Bond, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation.

In Witness Whereof, The Issuer has caused this Bond to be executed in its name by the manual or facsimile signature of an authorized officer and its corporate seal to be hereunto impressed or imprinted hereon and attested to by the manual or facsimile signature of an authorized officer of the Issuer, all as of the Dated Date identified above.

City of Chicago, Illinois

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

Attest:

By: \_\_\_\_\_  
City Clerk

*Form Of Certificate Of Authentication.*

This Bond is one of the Bonds described in the Bond Indenture referred to in this Bond.

Zions Bancorporation, National  
Association, as Bond Trustee

By: \_\_\_\_\_  
Authorized Signature

Date of Authentication: \_\_\_\_\_

Date from which interest is payable: Dated Date

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the issuer or its agent for registration or transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Company or in such other name as is required by an authorized representative of DTC (and any payment is made to Cede & Company or to such other entity as if required by an authorized representative of DTC), Any Transfer, Pledge Or Other Use Hereof For Value Or Otherwise By Or To Any Person Is Wrongful inasmuch as the registered owner hereof, Cede & Company, has an interest herein.

*Form Of Assignment.*

For Value Received, The undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Please Print or Type Name and Address of Assignee)

Social Security or Taxpayer Identification Number: \_\_\_\_\_

The within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_

Attorney to transfer the said Bond on the books of the within-named Issuer maintained by the Trustee for the registration thereof, with full power of substitution in the premises.

Notice: The signature to this assignment must correspond with the name as it appears on the face of the within note in every particular, without alteration or enlargement or any change whatever. The signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Signature guaranteed by:

\_\_\_\_\_  
[Bank, Trust Company or Firm]

\_\_\_\_\_  
Authorized Signature

(Signature(s) must be guaranteed by a broker or other financial institution which is a participant in the Securities Transfer Agent's Medallion Program (STAMP, SEMP, MSP)).

*Exhibit "C".*  
(To Ordinance)

*Loan Agreement With Grace Manor L.P. And Zions*

THIS LOAN AGREEMENT (the "**Agreement**") dated as of \_\_\_\_\_ 1, 2022, by and among CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "**Issuer**"), GRACE MANOR, LP, an Illinois limited partnership (the "**Borrower**") and ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as trustee (the "**Trustee**" or "**Bond Trustee**") under that certain Bond Indenture dated as of \_\_\_\_\_ 1, 2022, from the Issuer to the Bond Trustee securing the Bonds described below (the "**Indenture**").

**WITNESSETH:**

**WHEREAS**, as a home rule unit of local government and pursuant to the Constitution of the State of Illinois, the Issuer is authorized to issue its revenue Bonds and bonds in order to aid in providing an adequate supply of residential housing for low- and moderate-income persons or families within the City of Chicago, which constitutes a valid public purpose for the issuance of revenue Bonds and bonds by the Issuer; and

**WHEREAS**, the Issuer has determined to issue, sell and deliver its \$[22,000,000] Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 (the "**Bonds**") pursuant to the Bond Indenture, from the Issuer to the Bond Trustee, and to lend the proceeds thereof to the Borrower for the purpose of financing (i) the acquisition of land located at 3401-23 W. Ogden Avenue, Chicago, Illinois (the "**Project Site**") and (ii) the construction on the Project Site of a residential rental facility consisting of 65 housing units of which 100% will be affordable for households earning no more than 60% of the area median income, together with a ground floor devoted to residential amenities, retail and community space (the "**Facility**" and collectively with the acquisition of the Project Site, the "**Project**") to be known as Grace Manor Apartments; and

**WHEREAS**, the Issuer and the Borrower have entered into this Loan Agreement providing for the loan of the proceeds of the Bonds to the Borrower for the purposes described in the preceding paragraph; and

**WHEREAS**, this Loan Agreement provides for the issuance by the Borrower of the Promissory Note (as hereinafter defined); and

**WHEREAS**, the Issuer will pledge and assign the Promissory Note and this Loan Agreement to the Bond Trustee for the benefit of the Holders under the Assignment (contained in the Indenture);

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration (the receipt, sufficiency and adequacy of which are hereby acknowledged), the parties hereto agree as follows, provided that in the performance of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not constitute an indebtedness or give rise to a pecuniary liability of the Issuer, the State of Illinois or any political subdivision thereof, or a charge against the Issuer's general credit or the taxing powers of the State of Illinois or any political subdivision thereof, but shall be payable solely and only from the Revenues (as defined in the Indenture):

## ARTICLE I DEFINITIONS

**Section 1.01 Definitions.** Terms used in this Loan Agreement and defined in the Indenture shall have the meanings given to such terms in the Indenture.

**Section 1.02 Interpretation.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number, and vice versa, unless the context shall otherwise indicate. References to Articles, Sections and other subdivisions of this Loan Agreement are to the Articles, Sections and other subdivisions of this Loan Agreement as originally executed. The headings of this Loan Agreement are for convenience and shall not define or limit the provisions hereof.

## ARTICLE II REPRESENTATIONS AND WARRANTIES

**Section 2.01 Representations and Warranties of Issuer.** The Issuer represents and warrants that:

(a) The Issuer is a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois. Under the Constitution and laws of the State of Illinois, the Issuer has the power to enter into the transaction contemplated by this Loan Agreement, the Indenture, the Bonds, the Land Use Restriction Agreement and the Assignment (collectively, the "**Issuer Documents**"), and to carry out its obligations hereunder and thereunder, including the full right, power and authority to pledge and assign this Loan Agreement and the Promissory Note to the Bond Trustee as provided herein. By proper action of the City Council of the Issuer, the Issuer has been duly authorized to execute and deliver the Issuer Documents.

(b) The Issuer is issuing the Bonds for the purpose of financing a portion of the Project Costs.

(c) The Bonds are to be issued under home rule powers of the Issuer under the Constitution of the State of Illinois and secured by the Indenture, pursuant to which the right, title and interest of the Issuer in, to and with respect to this Loan Agreement, the Promissory Note and all documents to be executed by the Borrower in connection with the Bonds (other than with respect to the Issuer Reserved Rights) will be assigned and pledged to the Bond Trustee as security for payment of the principal of and interest on the Bonds as provided in the Indenture.

(d) The Issuer hereby finds and determines that the Project is in the best interests of the Issuer, and that all requirements of the Constitution and laws of the State of Illinois have been complied with.

(e) To the knowledge of the undersigned representatives of the Issuer, neither the execution and delivery of the Bonds, this Loan Agreement, the Land Use Restriction Agreement or the Indenture, the consummation of the transactions contemplated hereby and thereby, nor the fulfillment of or compliance with the terms, conditions or provisions of the Bonds, this Loan Agreement, the Land Use Restriction Agreement or the Indenture conflict with or result in a material breach of any of the terms, conditions or provisions of any agreement, instrument,

judgment, order, or decree to which the Issuer is now a party or by which it is bound, or constitute a material default under any of the foregoing.

(f) The Project is located entirely within the corporate boundaries of the City of Chicago, Illinois.

(g) To the knowledge of the undersigned representatives of the Issuer, there is no action, suit, proceeding or investigation pending or threatened against the Issuer which seeks to restrain or enjoin the issuance or delivery of the Bonds, or the execution and delivery of the this Loan Agreement or any other Issuer Documents, or which in any way contests or affects any authority for the issuance or delivery of the Bonds, or the execution and delivery of this Loan Agreement or any other Issuer Documents, or the validity of the Bonds, this Loan Agreement, or in any way contests the corporate existence or powers of the Issuer, or in any way affects the exclusion from gross income for federal income tax purposes of interest on the Bonds.

THE ISSUER MAKES NO REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE CREDITWORTHINESS OR THE ABILITY OF THE BORROWER TO MAKE THE PAYMENTS DUE UNDER THIS LOAN AGREEMENT OR THE PROMISSORY NOTE AND DOES NOT REPRESENT OR WARRANT AS TO ANY OF THE STATEMENTS, MATERIALS (FINANCIAL OR OTHERWISE), REPRESENTATIONS OR CERTIFICATIONS FURNISHED OR TO BE MADE AND FURNISHED BY THE BORROWER IN CONNECTION WITH THE ISSUANCE, SALE, EXECUTION AND DELIVERY OF THE BONDS, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY OF SUCH STATEMENTS.

**Section 2.02 Representations and Warranties of Borrower.** The Borrower represents and warrants that:

(a) The Borrower is a limited partnership, duly organized, validly existing and in good standing under the laws of the State of Illinois. Grace Manor, LLC, an Illinois limited liability company is the general partner of the Borrower (the "**General Partner**"). The Managing Member of the General Partner is East Lake Grace Manor LLC (the "**Managing Member**"), is a limited liability company duly organized and validly existing and in good standing under the laws of the State of Illinois.

(b) The Borrower (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted, and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in, this Loan Agreement, the Promissory Note, the Land Use Restriction Agreement and the Continuing Disclosure Agreement (collectively, the "**Borrower Documents**"); and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(c) The Managing Member (i) is authorized to do business in the State of Illinois and every other jurisdiction in which the nature of its business or its properties makes such qualification necessary; (ii) has full power and authority to own its properties and to conduct its business as now being conducted and to enter into, and to perform and observe in all material respects the covenants and agreements in its part contained in the Borrower Documents; and (iii) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(d) The Borrower will use and operate the Project in a manner consistent with the Act and in accordance with the applicable Land Use Restriction Agreement for as long as required by the Act and the Code and knows of no reason why the Project will not be so operated. If, in the future, there is a cessation of that operation, it will use its best efforts to resume that operation or accomplish an alternate use by the Borrower or others approved by the Issuer which will be consistent with the Act, the Code and the applicable Land Use Restriction Agreement.

(e) The Project will be completed in accordance with the Plans and Specifications and the portion of the Project funded with the proceeds of the Bonds will constitute a qualified residential rental project within the meaning of Section 142(d) of the Code and will be operated and maintained in such manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other applicable Governmental regulations and as to be consistent with the Act.

(f) The Project will be located entirely within the jurisdiction of the Issuer.

(g) The Borrower has obtained or will obtain all consents, approvals, permits, authorizations and orders of any governmental or regulatory agency that are required to be obtained by the Borrower as a condition precedent to the issuance of the Bonds, the execution and delivery of the Borrower Documents or the performance by the Borrower of its obligations thereunder, or that were or are required for the acquisition, rehabilitation, equipping and/or operation of the Project.

(h) No litigation at law or in equity or proceeding before any governmental agency involving the Borrower is pending or, to the best of its knowledge, threatened in which any liability of the Borrower is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Borrower or that would affect its existence or authority to do business, the acquisition, rehabilitation, equipping or operation of the Project, the validity of any Borrower Documents or the performance of its obligations thereunder.

(i) The Borrower is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in material default under any instrument under and subject to which any indebtedness has been incurred, and no event has occurred and is continuing that, under the provisions of any such agreement, with the lapse of time or the giving of notice, or both, would constitute an event of default by the Borrower thereunder.

(j) The Borrower is not in default under or in violation of, and the execution, delivery and compliance by the Borrower with the terms and conditions of the Borrower Documents do not and will not conflict with or constitute or result in a default by the Borrower in any material respect under or violate, (i) the Borrower's Organizational Documents, (ii) any agreement or other instrument to which the Borrower is a party or by which it or its assets are bound, or (iii) to the best of its knowledge, any constitutional or statutory provision or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Borrower or its property, and to the best of the Borrower's knowledge, no event has occurred and is continuing which, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(k) The Borrower has received and reviewed a copy of the Indenture and approves the terms and conditions thereof and agrees to the terms thereof.

(l) The Borrower has filed or caused to be filed all of its federal, state and local tax returns that are required to be filed or has obtained appropriate extensions therefor, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due.

(m) Neither the Borrower nor any related Person thereto shall acquire any Bonds in any amount.

(n) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project; that it is familiar with the provisions of all of the documents and instruments relating to such financing to which it or the Issuer is a party or of which it is a beneficiary; that it understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Project; and that it has not relied on the Issuer or its counsel for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement and the Indenture or otherwise relied on the Issuer or its counsel in any manner.

(o) The Project is, as of the Closing Date, in compliance with all applicable requirements of the Land Use Restriction Agreement, including all applicable requirements of the Code. The Borrower intends to cause the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Land Use Restriction Agreement, including all applicable requirements of the Code. All future leases will comply with all applicable laws and the Land Use Restriction Agreement. The Project currently meets the requirements of this Loan Agreement, the Land Use Restriction Agreement, and the Code with respect to multifamily rental housing.

(p) The proceeds of the Bonds shall be used or deemed used exclusively to pay costs that (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Code's regulations) and (B) not made for the acquisition of existing property, to the extent prohibited in Section 147(d) of the Code; (ii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code and that for the greatest number of buildings the proceeds of the Bonds shall be deemed allocated on a pro rata basis to each building in the Project and the land on which it is located so that each building and the land on which it is located will have been financed fifty percent (50%) or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code, and the Borrower further covenants that it will not exercise any option to redeem the Bonds under the Indenture except upon the express written consent of the investor limited partner of the Borrower; provided, however, the foregoing representation, covenant and warranty is made for the benefit of the Borrower and its partners and neither the Trustee nor the Issuer shall have any obligation to enforce this covenant nor shall they incur any liability to any Person, including without limitation, the Borrower, the partners of the Borrower, any other affiliate of the Borrower or the holders of the Bonds for any failure to meet the intent expressed in the foregoing representation, covenant and warranty; and provided further, failure to comply with this representation, covenant and warranty shall not constitute a default or "Event of Default" under this Loan Agreement or the Indenture; and (iii) are costs related to the issuance of the Bonds.

(q) All building, zoning, safety, health, fire, water district, sewerage and environmental protection agency permits and other licenses and permits that are required by any governmental body for the acquisition, rehabilitation, equipping, use, occupancy and operation of the Project have been obtained and are in full force and effect (except for those which are not yet required to have been obtained in connection with the acquisition, rehabilitation and equipping of

the Project, and which will be obtained at or prior to the time required by law in connection with the acquisition, rehabilitation and equipping of the Project).

The Borrower acknowledges that the representations and covenants herein made by the Borrower have been expressly and specifically relied upon by the Issuer in determining to make the Loan to the Borrower and the Loan would not have been made but for such representations and covenants. All material information provided by the Borrower to the Issuer concerning the Project and the Borrower was and is on the date of execution of this Loan Agreement true and correct

**Section 2.03 Borrower's Representations Regarding Bonds and Project.** With respect to the use of proceeds of the Bonds and the operation of the Project, the Borrower represents as follows:

(a) The estimated cost of acquiring and constructing the Project, inclusive of financing costs, is in excess of \$[\_\_\_\_\_].

(b) At least 95% of the net proceeds of the Bonds will be used to finance Qualified Project Costs which constitute a "qualified residential rental project" within the meaning of Section 142(d) of the Code and such costs either (i) will have been paid with respect to work performed or materials purchased .

(c) The average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project determined in accordance with Section 147(b) of the Code.

(d) Neither the Borrower nor any "related person" (within the meaning of the Code) will acquire, pursuant to any arrangement, formal or informal, any of the Bonds in an amount related to the principal amount of the Bonds.

(e) Less than 25% of the net proceeds of the Bonds will be used for the acquisition of the land on which the Project is located.

(f) None of the proceeds of the Bonds will be used to provide any airplane, skybox or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises, and none of the proceeds of the Bonds will be used for the acquisition of land to be used for farming or industrial park purposes.

(g) Until payment in full of all of the Bonds, unless the Investor Limited Partner and the Bond Trustee shall otherwise consent in writing, it will not incur, create, assume or suffer to exist any mortgage, pledge, security interest, lien, charge or other encumbrance of any nature on the Project or the Trust Estate (as defined in the Indenture) other than (i) any liens, taxes or other governmental charges which are not yet due and payable, (ii) any pledge relating to syndication of ownership interests in the Project, (iii) any lien, including, but without limiting the generality of the foregoing, mechanics' liens, or other liens resulting from a good-faith dispute on the part of the Borrower, which dispute the Borrower agrees to resolve diligently, (iv) the Borrower Documents, (v) other liens or encumbrances contemplated by the approving ordinance adopted by the Issuer in connection with the issuance of the Bonds, and (vi) such other pledges as may be approved in writing by the Investor Limited Partner and the Bond Trustee.

(h) The Indenture has been submitted to the Borrower for its examination, and the Borrower acknowledges, by execution of this Loan Agreement, that it has reviewed and approved the Indenture.

(i) Borrower has not taken, or permitted to be taken on its behalf, and agrees that it will not take, or permit to be taken on its behalf, any action which would adversely affect the exclusion from gross income for federal income tax purposes of the interest paid on the Bonds, and that it will make and take, or require to be made and taken, such acts and filings as may from time to time, be required under the Code to maintain the exclusion from gross income for federal income tax purposes of the interest on the Bonds, including maintaining continuous compliance with the requirements of Section 142 of the Code.

(j) If the Borrower becomes aware of any situation, event or condition which would result in the interest of the Bonds becoming includable in gross income for federal income tax purposes, the Borrower shall promptly give written notice thereof to the Issuer, the Investor Limited Partner and the Bond Trustee.

### ARTICLE III PLAN OF FINANCING

#### Section 3.01 Issuance of Bonds; Application of Proceeds

To provide funds to finance the Loan for purposes of assisting the Borrower in paying Project Costs, the Issuer shall simultaneously with the execution and delivery hereof proceed with the issuance and delivery of the Bonds upon receipt by the Bond Trustee of the items listed in Section 2.13 of the Indenture. The Issuer agrees to deposit the proceeds of sale of the Bonds in accordance with the Indenture.

The Bonds will be issued pursuant to the Indenture in the aggregate principal amount, will bear interest, will mature and will be subject to redemption, mandatory tender and remarketing as set forth therein. The Borrower hereby approves the terms and conditions of the Indenture and the Bonds, and the terms and conditions under which the Bonds will be issued, sold and delivered and will comply with those provisions of the Indenture that contemplate action by the Borrower, all as if the Borrower were a party to the Indenture.

Pending disbursement pursuant to Section 3.06 hereof, the proceeds of the Bonds deposited in the Project Fund, together with any investment earnings thereon, shall constitute a part of the Revenues assigned by the Issuer to the Bond Trustee as security for the payment of Bond Service Charges as provided in the Indenture.

**Section 3.02 The Loan.** The Issuer agrees, upon the terms and conditions herein, to make the Loan to the Borrower with the proceeds received by the Issuer from the sale of the Bonds by causing such proceeds to be deposited with the Bond Trustee for disposition as provided in the Indenture. The obligation of the Issuer to finance the Loan shall be deemed fully discharged upon the deposit of the proceeds of the Bonds with the Bond Trustee. The Loan shall be evidenced by the Note payable to the Bond Trustee.

#### Section 3.03 Mortgage Loan to Borrower; GNMA Certificates

To provide and secure funds for the repayment of the Loan, and to provide for the delivery of the Eligible Funds, the Borrower shall simultaneously with the execution and delivery hereof,

proceed with obtaining the Mortgage Loan from the Lender and entering into the Disbursement Agreement. In particular, the Borrower will promptly take all necessary actions on its part to close the Mortgage Loan and satisfy all other terms and conditions of the FHA Commitment and the requirements of the Lender.

The Borrower represents that the Mortgage Loan is to be insured by FHA pursuant to and in accordance with the provisions of Section 220 of the National Housing Act and applicable regulations thereunder, and that the Mortgage Loan will be in the maximum original principal amount of \$[22,000,000]. The Mortgage Loan will be secured on a non-recourse basis pursuant to the Mortgage Loan Documents.

In connection with the Mortgage Loan, the Borrower shall execute and deliver such documents as may be customarily utilized for insured mortgage loans under the provisions of Section 220 of the National Housing Act and applicable regulations thereunder, with such omissions, insertions and variations as may be permitted by such regulations and as may be consistent with the terms and provisions of this Loan Agreement.

#### **Section 3.04 Acquisition and Construction**

The Borrower (a) shall acquire and construct the Project with all reasonable dispatch and in accordance with the Plans and Specifications, (b) shall pay when due all fees, costs and expenses incurred in connection with that acquisition and construction from funds made available therefor in accordance with this Loan Agreement or otherwise, except to the extent being contested in good faith, and (c) shall ask for, demand, sue for, levy, recover and receive all those sums of money, debts and other demands whatsoever which may be due, owing and payable under the terms of any contract, order, receipt, writing and instruction in connection with the acquisition and construction of the Project, and shall enforce the provisions of any contract, agreement, obligation, bond or other performance security with respect thereto. It is understood that the Project is that of the Borrower and any contracts made by the Borrower with respect thereto, whether acquisition contracts, construction contracts or otherwise, or any work to be done by the Borrower on the Project are made or done by the Borrower in its own behalf and not as agent or contractor for the Issuer. The Borrower agrees that it will compensate all workers employed in the acquisition and construction of the Project as required by law.

#### **Section 3.05 Plans and Specifications**

The written Plans and Specifications will be delivered to the Bond Trustee upon request; provided that the Bond Trustee shall have no duty to review such Plans and Specifications. The Borrower may revise the Plans and Specifications from time to time, provided that no revision shall be made which would change the purpose of the Project to other than purposes permitted by the Act and the Land Use Restriction Agreement.

#### **Section 3.06 Disbursements from the Project Fund**

Subject to the provisions below and so long as no Event of Default hereunder has occurred and is continuing for which the principal amount of the Bonds has been declared to be immediately due and payable pursuant to Section 8.02 hereof and Section 6.03 of the Indenture, and no Determination of Taxability has occurred, disbursements from the Project Fund shall be made only to pay Costs of the Project.

Any disbursements from the Project Fund for the payment of Costs of the Project shall be made by the Bond Trustee only upon the receipt by the Trustee of: (a) a requisition in the form attached hereto as **Exhibit B**, signed by an Authorized Borrower Representative; and (b) Eligible Funds in an amount at least equal to the amount of any such requisition for deposit in the Collateral Fund as provided in Section 4.02 hereof and in accordance with Section 4.06 of the Indenture. The Borrower hereby acknowledges and agrees that it shall submit requisitions to the Bond Trustee no more frequently than once each calendar month. Each such requisition shall be consecutively numbered and, if such requisition requests amounts corresponding to an advance of Lender Funds, accompanied by a copy of the approval of FHA or the Lender for FHA Insurance of the payments or reimbursements requested, for the portion of such requisition requiring such approval. The Bond Trustee shall not be responsible for verifying such approval has been obtained.

Any money in the Project Fund remaining after the Completion Date and payment, or provision for payment, in full of the Costs of the Project, at the written direction of the Authorized Borrower Representative, promptly shall be paid into the Bond Fund for payment of Bond Service Charges provided the Borrower obtains an opinion of Bond Counsel addressed to the Bond Trustee that such deposit will not adversely affect the Federal Tax Status of the Bonds. Any amounts remaining after the payment of all Bond Service Charges, if any, shall be remitted to the Borrower. Provided however that if the Mortgage Loan shall have been assigned to FHA in connection with a mortgage insurance claim, then such funds shall not be remitted to the Borrower, but shall be remitted to the Lender.

Notwithstanding any provision of this Loan Agreement or any provision of the Indenture to the contrary, the Bond Trustee shall not disburse funds from the Project Fund unless and until the Bond Trustee confirms that Eligible Funds in the Collateral Fund plus Eligible Funds in the Project Fund, less the amount of the requested disbursement from the Project Fund, is at least equal to the then-outstanding principal amount of the Bonds; provided, however, the Bond Trustee shall be permitted to transfer funds from the Project Fund to the Collateral Fund upon the written direction of the Borrower in the form set forth on **Exhibit B** hereto, provided that the result of such transfer is that the amount of Eligible Funds remaining on deposit in the Project Fund plus Eligible Funds on deposit in the Collateral Fund is at least equal to then outstanding principal amount of the Bonds.

### **Section 3.07 Duties and Obligations of the Borrower**

Borrower accepts the duties and obligations under the Indenture.

### **Section 3.08 Borrower Required to Pay Costs in Event Project Fund Insufficient**

If money in the Project Fund is not sufficient to pay all Costs of the Project, the Borrower, nonetheless, will complete the Project in accordance with the Plans and Specifications and shall pay all such additional Costs of the Project from its own funds and other available funds. The Borrower shall pay all Costs of Issuance of the Bonds in excess of the amounts deposited in the Costs of Issuance Fund. The Borrower shall not be entitled to any reimbursement for any such additional Costs of the Project or payment of Costs of Issuance from the Issuer, the Bond Trustee or any Holder; nor shall it be entitled to any abatement, diminution or postponement of any Loan Payments or other amounts to be paid under this Loan Agreement.

### **Section 3.09 Completion Date**

The Borrower shall notify the Issuer and the Bond Trustee of the Completion Date by the delivery of a Completion Certificate signed by the Authorized Borrower Representative substantially in the form of Exhibit C attached hereto. The Completion Certificate shall be delivered as promptly as practicable after the occurrence of the events and conditions referred to in paragraphs (a) and (b) of the Completion Certificate.

### **Section 3.10 Remarketing of Bonds**

The Borrower is hereby granted the right to (a) give written notice of a remarketing of the Bonds in the manner and to the extent set forth in Section 3.07 of the Indenture and (ii) designate, in writing, the length of the Remarketing Period and the related Mandatory Tender Date in the manner and to the extent set forth in Sections 3.05 and 3.07 of the Indenture.

### **Section 3.11 Investment of Fund Money**

At the written request of the Authorized Borrower Representative, any money held as part of the Special Funds and the Rebate Fund shall be invested or reinvested by the Bond Trustee in Eligible Investments as provided in the Indenture. The Issuer (to the extent within its control) and the Borrower each hereby covenants that it will restrict that investment and reinvestment and the use of the proceeds of the Bonds, and moneys on deposit in or credited to the Collateral Fund and the Negative Arbitrage Account of the Bond Fund, in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of delivery of and payment for the Bonds or subsequent intentional acts, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code. No provision of this Loan Agreement shall be construed to impose upon the Bond Trustee any obligation or responsibility for compliance with arbitrage regulations.

The Borrower shall provide the Issuer with, and the Issuer may base its certifications as authorized by the Tax Agreement on, a certificate of an Authorized Borrower Representative for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the Borrower on the date of delivery of and payment for the Bonds regarding the amount and use of the proceeds of the Bonds and the facts, estimates and circumstances on which those expectations are based.

### **Section 3.12 Rebate Calculations and Payments**

The Borrower shall appoint a Rebate Analyst, the expense of which shall be borne by the Borrower.

The Issuer has covenanted in the Indenture to take any and all actions necessary to assure compliance with Section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds. In furtherance of this covenant, the Borrower, on behalf of the Issuer, hereby covenants (i) within sixty (60) days of the payment in full of the Bonds, to calculate, or cause to be calculated, and provide to the Bond Trustee and the Issuer such calculations in writing, with such written directions as are necessary to fully comply with the arbitrage and rebate requirements set forth in the Indenture and comply fully with Section 148 of the Code, including the timely payment of any Rebatable Arbitrage owed; and (ii) to deposit into the Rebate Fund to pay to the federal government any "Rebatable Arbitrage," to the extent required by Section 148(f) of the Code. The

Borrower further agrees to comply with the provisions and requirements of Section 4.09 of the Indenture relating to the obligation to pay to the Bond Trustee, for deposit into the Rebate Fund established under the Indenture, the "Rebatable Arbitrage" as required thereunder and under Section 148 of the Code.

If the amount then on deposit in the Rebate Fund created under the Indenture is less than the Rebatable Arbitrage (taking into account the amount or amounts, if any, previously paid to the United States), the Borrower shall, within 30 days after the date of the aforesaid calculation, deposit or cause to be deposited to the credit of the Rebate Fund an amount sufficient to cause the Rebate Fund to contain an amount equal to the Rebatable Arbitrage. The obligation of the Borrower to make or cause to be made such payments shall remain in effect and be binding upon the Borrower, notwithstanding the release and discharge of the Indenture or the termination of this Loan Agreement, for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law. The Borrower shall obtain such records of the computations made pursuant to this Section as are required under Section 148(f) of the Code and shall retain such records for at least six (6) years after the maturity or retirement of the Bonds.

The Borrower further covenants that, during the term of the Bonds, in the event the Borrower sells or otherwise disposes of the Project, it will require that the transferee execute a covenant similar to that in this Section in the sale or other documents concerning the disposition and will require such transferee to include such a covenant in future transfer documents. The special covenants of the Borrower in this Section shall survive the defeasance or payment in full of the Bonds and the termination of this Loan Agreement and the Indenture, notwithstanding any other provision of this Loan Agreement, until the requirement for payment of any Rebatable Arbitrage has been fully satisfied.

The obligations of the Borrower under this Section shall survive the termination of this Loan Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents for so long as may be required to maintain the Federal Tax Status of the Bonds in accordance with applicable law, or until the Borrower has transferred the Project to an unrelated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

#### **ARTICLE IV LOAN PAYMENTS; ELIGIBLE FUNDS AND ADDITIONAL PAYMENTS**

**Section 4.01 Loan Repayment; Delivery of Note.** In consideration of and in repayment of the Loan, the Borrower shall deliver or cause to be delivered to the Bond Trustee on or before each Bond Payment Date, a Loan Payment in an amount equal to the amount necessary to pay Bond Service Charges due on such Bond Payment Date. All such Loan Payments shall be paid to the Bond Trustee in accordance with the terms of the Note for the account of the Issuer and shall be held and disbursed in accordance with the provisions of the Indenture and this Loan Agreement.

The Borrower shall be entitled to a credit against the Loan Payments required to be made with respect to the Bonds on any date equal to the available money in the Bond Fund or money transferred thereto from the Collateral Fund or the Project Fund for the payment of Bond Service Charges on that date.

To secure the Borrower's performance of its obligations under this Loan Agreement, the Borrower shall execute and deliver, concurrently with the issuance and delivery of the Bonds, the Note and the Land Use Restriction Agreement.

The Note shall secure equally and ratably all Outstanding Bonds, except that, so long as no Event of Default has occurred and is continuing hereunder, payments by the Borrower on the Note shall be used by the Bond Trustee to make a like payment of Bond Service Charges and shall constitute Loan Payments.

Upon payment in full, in accordance with the Indenture, of the Bond Service Charges on any or all Bonds, whether at maturity or otherwise, or upon provision for the payment thereof having been made in accordance with the provisions of the Indenture, (a) the Note shall be deemed fully paid, the obligations of the Borrower thereunder shall be terminated, and the Note shall be surrendered by the Bond Trustee to the Borrower, and shall be canceled by the Borrower, or (b) an appropriate notation shall be endorsed thereon evidencing the date and amount of the principal payment (or prepayment) equal to the Bonds so paid, or with respect to which provision for payment has been made, and that Note shall be surrendered by the Trustee to the Borrower for cancellation if all Bonds shall have been paid (or provision made therefor) and canceled as aforesaid. Unless the Borrower is entitled to a credit under express terms of this Loan Agreement or the Note, all payments on the Note shall be in the full amount required thereunder.

#### **Section 4.02 Eligible Funds**

In consideration of and as a condition to the disbursement of Bond proceeds in the Project Fund to pay Project Costs, and to secure the Borrower's obligation to make Loan Payments, the Borrower shall provide written direction to the Lender to deliver or cause to be delivered to the Bond Trustee the Lender Funds portion of the Eligible Funds, or shall otherwise cause to be delivered to the Bond Trustee, Eligible Funds from any other source, equal to the amount of the proposed disbursement. The Bond Trustee shall not deposit such funds into the Collateral Fund unless it is prepared to disburse, on the same business day if such Eligible Funds are received prior to 10 AM, and otherwise within one Business Day, an equal amount of funds from the Project Fund. All such Eligible Funds shall be paid to the Bond Trustee for the account of the Issuer and shall be held in the Collateral Fund and disbursed in accordance with the provisions of the Indenture. Upon deposit of such Eligible Funds into the Collateral Fund, the Bond Trustee shall be unconditionally and irrevocably obligated to disburse an equal amount from the Project Fund to the party depositing the related Eligible Funds.

The Borrower hereby covenants and agrees to repay the Loan on or before any date that any payment of interest or principal is required to be made in respect of the Bonds pursuant to the Indenture, until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in cash or cash equivalents, a sum which, together with any other moneys available for such payment in any account of the Bond Payment Fund, will enable the Bond Trustee to pay the amount payable on such date as principal of (whether at maturity or acceleration or otherwise) and interest on the Bonds as provided in the Indenture. Payments by the Bond Trustee of principal and interest on the Bonds from amounts in the Bond Payment Fund and funds deposited in the Collateral Fund under the Indenture shall be credited against the Borrower's obligation to pay principal and interest on the Loan. The Borrower also covenants and agrees to pay any additional interest, taxes or penalties that may be due as a result of a Determination of Taxability.

The Borrower shall make or cause to be made all Loan Payments directly to the Bond Trustee at its Designated Office. The Borrower shall direct the Lender to deposit Eligible Funds directly to the Bond Trustee at its Designated Office. Additional Payments shall be made by the Borrower directly to the person or entity to whom or to which they are due.

It is understood and agreed that all payments of principal and interest payable by the Borrower under this Section 4.02 are assigned by the Issuer to the Bond Trustee for the benefit of the Holders of the Bonds (excluding amounts on deposit in the Rebate Fund). The Borrower consents to such assignment.

In the event the Borrower should fail to make any of the payments required in this Section 4.02, the item or installment so in default shall continue as an obligation of the Borrower until the amount in default shall have been fully paid, and the Borrower agrees to pay the same with interest thereon, to the extent permitted by law, from the date when such payment was due, at the rate of interest borne by the Bonds.

#### **Section 4.03 Special Funds**

The Borrower and the Issuer each acknowledge that neither the Borrower nor the Issuer has any interest in the Bond Fund or the Collateral Fund and any money deposited therein shall be in the custody of and held by the Bond Trustee in trust for the benefit of the Holders.

#### **Section 4.04 Additional Payments**

The Borrower shall pay as Additional Payments hereunder the following:

(a) Whether out of the proceeds of the Mortgage Loan or other funds, all Costs of Issuance of the Bonds, the costs of obtaining the FHA Insurance and all expenses incurred in closing the Mortgage Loan.

(b) All Extension Payments and other sums required under Section 3.07 of the Indenture in order to revise or extend the Mandatory Tender Date or remarket the Bonds, and the Borrower further agrees to execute any and all certificates required by the Issuer, the Bond Trustee or the Remarketing Agent in order to effectuate such revision, extension or remarketing.

(c) To the Bond Trustee, (i) the Ordinary Trustee Fees and Expenses to the extent that the funds available in the Expense Fund under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the extraordinary Bond Trustee fees and expenses.

(d) To the Issuer (i) the Ordinary Issuer Fees to the extent that the funds available under the Indenture for the payment thereof are not sufficient and available therefor and (ii) the Extraordinary Issuer's Fees and Expenses.

(e) All costs of printing any replacement Bonds required to be issued under the Indenture to the extent such costs are not paid by the Holders.

(f) To the extent not paid by the Bond Trustee from the Expense Fund, all of the fees and expenses of the Rebate Analyst (including, but not limited to, the Rebate Analyst Fee) and any other necessary consultant employed by the Borrower, the Bond Trustee or the Issuer in connection with any of the requirements imposed by Section 4.09 of the Indenture and

the Tax Agreement to the extent funds available under the Indenture are not sufficient and applied therefor. The Borrower shall provide or cause to be provided all information and money (including money necessary to make deposits to the Rebate Fund required by the Indenture and the Tax Agreement and the fees and expenses of the Rebate Analyst to the extent available money in the Bond Fund under the Indenture are inadequate to pay such amounts) to the Bond Trustee and the Rebate Analyst to enable the Bond Trustee and the Rebate Analyst to comply with the Indenture and the Tax Agreement.

(g) To the Dissemination Agent, the Dissemination Agent Fee, to the extent funds available in the Expense Fund under the Indenture are not sufficient and applied therefor, as well as any other costs and expenses in order to provide for compliance with the terms of the Continuing Disclosure Agreement.

(h) To the Remarketing Agent, the Remarketing Agent Fee and any Remarketing Expenses.

In the event the Borrower is in default under any provision of any of the Borrower Documents and such default is not cured after expiration of all applicable notice and cure provisions, the Borrower shall be liable to, and upon demand shall pay to, the Issuer, the Bond Trustee and the Lender all reasonable fees and disbursements of such persons and their agents (including reasonable attorneys' fees and expenses) which are reasonably connected therewith or incidental thereto except to the extent such fees and disbursements are paid from money available therefor under the Indenture.

To provide for certain of the anticipated Additional Payments, the Borrower agrees to cause to be deposited a portion of the Initial Borrower Deposit into the Expense Fund and the Costs of Issuance Fund as required under the Indenture, and authorizes the Bond Trustee to pay, from money on deposit in the Costs of Issuance Fund and the Expense Fund, the amounts provided to be paid from the Costs of Issuance Fund or the Expense Fund in accordance with Sections 4.05 and 4.08, respectively, of the Indenture. All such amounts shall be paid directly to the parties entitled thereto for their own account as and when such amounts become due and payable.

Upon the payment, prepayment, or incurrence of any such cost, expense, or liability described in this Section by any such party, the Additional Payments in respect thereof shall be payable upon written demand to the Borrower, which demand shall be accompanied by invoices or other appropriate documentation concerning the nature, amount and incurrence of such cost, expense or liability. If the Additional Payments payable under this Section are not paid upon such demand, such Additional Payments shall bear interest from the date of such payment or the incurrence thereof at the Interest Rate for Advances until the amount due shall have been fully paid.

Except as otherwise provided herein, the obligations of the Borrower under this Section shall survive the termination of this Agreement and the Indenture and the payment and performance of all of the other obligations of the Borrower hereunder and under the other Borrower Documents, unless and until the Borrower has transferred the Project to an unaffiliated entity with the prior written consent of the Issuer, which transferee assumes the obligations of the Borrower pursuant to this Section.

**Section 4.05 Obligations of the Borrower Unconditional.** The obligations of the Borrower to make the payments required under this Loan Agreement, and to perform and observe

the other agreements on its part contained herein shall be absolute and unconditional, irrespective of any defense or any right of notice, setoff, recoupment or counterclaim it might otherwise have against the Issuer, the Bond Trustee or any other person. Subject to termination as provided herein, the Borrower (a) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for under this Loan Agreement, (b) will perform and observe all of its other agreements contained in this Loan Agreement and (c) will not terminate this Loan Agreement for any cause including, without limiting the generality of the foregoing, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, or change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of either, any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Loan Agreement, whether express or implied, or any failure of the Bond Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Bond Indenture, whether express or implied.

**Section 4.06 Limited Obligation of Issuer.** The obligations of the Issuer under this Loan Agreement are special, limited obligations of the Issuer, payable solely out of the Revenues. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof within the meaning of any constitutional limitation or statutory provision, or a charge against the credit or general taxing powers, if any, of any of them.

**Section 4.07 Assignment of Issuer's Rights.** As security for the payment of the Bonds, the Issuer will, pursuant to the Indenture and the Assignment, assign and pledge to the Bond Trustee all of the Issuer's right, title and interest in and to this Loan Agreement and the Promissory Note, except that it will retain the Issuer Reserved Rights, but such retention by the Issuer will not limit in any way the exercise by the Bond Trustee of its rights hereunder, under the Assignment or under the Indenture, the Promissory Note and the Bonds. Notwithstanding anything herein to the contrary, the Issuer hereby directs the Borrower to make all payments under this Loan Agreement (except with respect to the Issuer Reserved Rights) and the Promissory Note directly to the Bond Trustee. The Borrower hereby acknowledges and consents to such pledge and assignment, and agrees to make payments directly to the Bond Trustee (except with respect to the Issuer Reserved Rights), without defense or set-off, recoupment or counterclaim by reason of any dispute between the Borrower on the one hand, and the Bond Trustee or the Issuer on the other hand, or otherwise. After any such assignment and pledge referenced in this Loan Agreement, the Indenture, the Bonds or the Promissory Note, all rights, interest and benefits accruing to the Issuer under this Loan Agreement or the Promissory Note, except for the Issuer Reserved Rights, shall be assigned to and become the rights and benefits of the Trustee. Any obligations of the Issuer as provided in the Indenture, this Loan Agreement, the Bonds or the Promissory Note shall remain the obligations of the Issuer to the extent provided herein and therein after such assignment. The Issuer agrees that the Bond Trustee, in its name or in the name of the Issuer, may enforce all rights of the Issuer (other than the Issuer Reserved Rights) and all obligations of the Borrower under and pursuant to the assigned documents as aforesaid, and the Issuer will not enforce such rights and obligations itself except at the written direction of the Bond Trustee, in each case whether or not the Issuer is in Default hereunder.

The Trustee will have all rights and remedies herein accorded to the Issuer (except for Issuer Reserved Rights).

**ARTICLE V  
SPECIAL COVENANTS**

**Section 5.01 Access to the Project.** The Borrower agrees that the Issuer, the Bond Trustee and their duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect the Project and the acquisition, rehabilitation and equipping thereof at all reasonable times. The Borrower acknowledges that the Issuer shall monitor the acquisition, rehabilitation and equipping of the Project. The Issuer, the Bond Trustee and their duly authorized agents shall also be permitted, at all reasonable times, to examine the books, accounts, contracts, documents, and other papers of the Borrower with respect to the Project which shall all be maintained by the Borrower in reasonable condition and for audit.

**Section 5.02 Further Assurances and Corrective Instruments.** The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

**Section 5.03 Issuer and Borrower Representatives.** Whenever under the provisions of this Loan Agreement the approval of the Issuer or the Borrower is required or the Issuer or the Borrower is required to take some action at the request of the other, such approval or such request shall be given in writing both for the Issuer by an Authorized Issuer Representative and for the Borrower by an Authorized Borrower Representative. The Bond Trustee shall be authorized to act on any such approval or request pursuant to the Indenture.

**Section 5.04 Financing Statements.** The Borrower shall, or shall cause to be executed and filed any and all financing statements, or any amendments thereof or continuation statements thereto, to perfect the security interests granted in the Indenture, in the manner prescribed in the Indenture. The Borrower shall pay all costs of filing such instruments and any fees and expenses (including reasonable attorney's fees) associated therewith.

**Section 5.05 Insurance.** The Borrower shall obtain and keep in force such insurance coverage as may be required by the Issuer in its reasonable discretion from time to time. All insurance policies and renewals thereof relating to the Project shall be in a form acceptable to the Issuer in its reasonable discretion and shall designate the Issuer and the Bond Trustee as additional insured for liability insurance on the Project. The Issuer shall be furnished with full copies of all policies within fifteen (15) calendar days of receipt thereof and shall have the right to receive duplicate copies of policies and renewals, and the Borrower shall promptly furnish the Issuer with copies of all renewal notices and all receipts for paid premiums within fifteen (15) calendar days of receipt thereof. The Borrower shall notify the Issuer at least 30 calendar days in advance of an endorsement or of any change in the terms of coverage adverse to the Issuer. In the event of loss, the Borrower shall give prompt notice to the insurance carrier and the Issuer.

With respect to any casualty insurance, it shall (a) be in an amount equal to the greater of the actual cash value or the replacement cost of the insurable then existing improvements and equipment in the Project and (b) be provided by an insurance company with a claims paying ability rating of not less than "B+V" by A.M. Best.

**Section 5.06 Restriction on Plans and Specifications.** The Borrower will not cause, permit or suffer to exist, any material deviations from the Plans and Specifications and will not approve or consent to any construction change directive which results in a material deviation from

the Plans and Specifications without the prior approval of the Issuer, which approval shall not be unreasonably withheld, conditioned or delayed.

#### **Section 5.07 Requisitions**

(a) At such time as the Borrower shall desire to obtain an advance from the Project Fund, the Borrower shall complete, execute and deliver to the Bond Trustee a Requisition. Each Requisition shall be signed on behalf of the Borrower, shall be in the form set forth on Exhibit B to this Loan Agreement, and shall state with respect to each disbursement to be made: (i) the number of the Requisition, (ii) the amount to be disbursed and the sources of such disbursement, (iii) that each obligation described therein is a Project Cost, has been properly incurred and has not been the basis for any previous disbursement and (iv) that the expenditure of such disbursement when added to all previous disbursements will result in not less than 95% of all disbursements from proceeds of the Bonds having been used to pay or reimburse the Borrower for Qualified Project Costs. The Borrower shall submit the Requisition to the Bond Trustee for payment. Approved Requisitions may be submitted to the Bond Trustee by Electronic Means and shall not include accompanying supporting materials. In making such payment, the Bond Trustee may rely upon such requisitions and shall not be required to make any investigation in connection therewith.

(b) The amounts deposited into the Project Fund may be disbursed by the Bond Trustee only in accordance with Section 4.04 of the Indenture, including delivery of a written Requisition of the Borrower satisfying the requirements of this Section 5.07 and Section 5.02 of the Indenture.

**Section 5.08 Borrower Receipt of Insurance or Condemnation Proceeds.** In the event the Borrower receives any proceeds of insurance or any condemnation awards with respect to the Project from a party other than the Bond Trustee, the Borrower shall promptly upon receipt remit all such insurance proceeds or condemnation awards to the Lender to be used in accordance with the Mortgage Loan Documents.

**Section 5.09 Financial Information.** The Borrower agrees that it will have the books and records of the Borrower audited annually by an independent certified public accountant as soon as practicable after the close of each fiscal year of the Borrower, and will furnish within 120 days after the end of each fiscal year to the Issuer and the Bond Trustee a copy of the audit report certified by such certified public accountant and prepared in accordance with generally accepted accounting principles, which report shall include calculations of the availability of funds for distributions and disclose the amount of member distributions for the preceding year. The Borrower and the Issuer acknowledge that the Bond Trustee shall have no obligations under this Section 5.09 other than to receive such statements and, if requested, to furnish such statements to Holders. The Bond Trustee shall not have any obligation to review such statement provided to it, nor shall the Bond Trustee be deemed to have notice of any item contained therein or Event of Default or Default which may be disclosed therein in any manner. The Bond Trustee shall have not duty to request copies of any such statements which are required to be furnished to it hereunder.

#### **Section 5.10 Environmental Requirements; Indemnity**

(a) As between the Issuer and the Borrower, the Issuer and the Borrower agree and understand that the terms and provisions of an environmental indemnification agreement between the parties, if any, shall govern all indemnifications from the Borrower to the

Issuer with respect to environmental matters affecting the Project. The terms and provisions of such environmental indemnification agreement are incorporated herein by this reference, mutatis mutandis, as if fully set forth herein with respect to such relationship. As such, the balance of the provisions of this Section govern only the relationship between the Borrower and the Issuer with respect to indemnifications from the Borrower to the Issuer with regard to environmental matters affecting the Project.

(b) For purposes of this Section 5.10, the term "Hazardous Substance" means and includes any substance, material or waste, including asbestos, petroleum and petroleum products (including crude oil), that is or becomes designated, classified or regulated as "toxic," "hazardous" or a "pollutant," or that is or becomes similarly designated, classified or regulated, under any applicable federal, state or local law, regulation or ordinance, but does not include any such substance that is a customary and ordinary household, cleaning or office product used on the Premises (as defined below) by Borrower or any tenant or agent of Borrower, or customary construction materials used during the course of rehabilitation of the Project by the Borrower and its general contractor, provided such use is in accordance with applicable hazardous materials laws.

(c) Before signing this Loan Agreement, the Borrower researched and inquired into the previous uses and owners of the premises on which the Project is located (the "Premises") and obtained a Phase I environmental site assessment a Phase II site assessment and other reports with respect to the environmental conditions of the Premises, copies of which have been delivered to the Issuer. Based on that due diligence, the Borrower represents and warrants to the Issuer that, except as the Borrower has disclosed to the Issuer in writing and as described in the Phase I environmental site assessment and Phase II site assessment, to the best of the Borrower's knowledge, (i) no Hazardous Substance has been disposed of, or released to or from, or otherwise now exists in, on, under or around, the Premises, and (ii) no aboveground or underground storage tanks are now or have ever been located on or under the Premises.

(d) The Borrower has complied, and will comply and cause all tenants and any other persons who may come upon the Premises to comply in all material respects with all federal, state and local laws, regulations and ordinances governing or applicable to Hazardous Substances, including those requiring disclosures to prospective and actual buyers or tenants of all or any portion of the Premises. The Borrower will not install or allow to be installed any aboveground or underground storage tanks on the Premises. The Borrower must comply with the recommendations of any qualified environmental engineer or other expert engaged by the Borrower with respect to the Premises. The Borrower must promptly notify the Issuer in writing (1) if it knows, suspects or believes there may be any Hazardous Substance in or around any part of the Premises, any improvements constructed on the Premises, or the soil, groundwater or soil vapor on or under the Premises, or that the Borrower or the Premises may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance, and (ii) of any claim made or threatened by any person, other than a governmental agency, against the Borrower arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, any Improvements constructed on the Premises or the soil, groundwater or soil vapor on or under the Premises (any of the matters described in clauses (i) and (ii) above a "Hazardous Substances Claim").

(e) The Issuer, the Bond Trustee and their respective officers, employees, directors, agents, assignees, and any purchasers of the Premises at any foreclosure sale (each individually, an "Indemnified Party," and all collectively, the "Indemnified Parties"), have the right

at any reasonable time and upon notice to the Borrower to enter and visit the Premises for the purposes of observing the Premises, taking and removing soil or groundwater samples and conducting tests on any part of the Premises. The Indemnified Parties have no duty, however, to visit or observe the Premises or to conduct tests, and no site visit, observation or testing by any Indemnified Party imposes any liability on any Indemnified Party. In no event will any site visit, observation or testing by any Indemnified Party be a representation that Hazardous Substances are or are not present in, on or under the Premises, or that there has been or will be compliance with any law, regulation or ordinance pertaining to Hazardous Substances or any other applicable governmental law. Neither the Borrower nor any other party is entitled to rely on any site visit, observation or testing by any Indemnified Party. The Borrower waives to the fullest extent permitted by law any such duty of care on the part of the Indemnified Parties or any other party to protect the Borrower or inform the Borrower or any other party of any Hazardous Substances or any other adverse condition affecting the Premises. Any Indemnified Party will give the Borrower reasonable notice before entering the Premises. The Indemnified Party will make reasonable efforts to avoid interfering with the Borrower's and its tenants' use of the Premises in exercising any rights provided in this Section. The Borrower must pay all costs and expenses incurred by an Indemnified Party in connection with any inspection or testing conducted in accordance with this subsection. The results of all investigations conducted and/or reports prepared by or for any Indemnified Party must at all times remain the property of the Indemnified Party, and under no circumstances will any Indemnified Party have any obligation whatsoever to disclose or otherwise make available to the Borrower or any other party the results or any other information obtained by any of them in connection with the investigations and reports. Notwithstanding the foregoing, the Indemnified Parties hereby reserve the right, and the Borrower hereby expressly authorizes any Indemnified Party, to make available to any party (including any governmental agency or authority and any prospective bidder at any foreclosure sale of the Premises) any and all reports, whether prepared by any Indemnified Party or prepared by the Borrower and provided to any Indemnified Party (collectively, "Environmental Reports") that any Indemnified Party may have with respect to the Premises. The Borrower consents to the Indemnified Parties' notifying any party (either as part of a notice of sale or otherwise) of the availability of any or all of the Environmental Reports and the information contained therein. The Borrower acknowledges that the Indemnified Parties cannot control or otherwise assure the truthfulness or accuracy of the Environmental Reports and that the release of the Environmental Reports, or any information contained therein, to prospective bidders at any foreclosure sale of the Premises may have a material and adverse effect upon the amount that a party may bid at such sale. The Borrower agrees that the Indemnified Parties have no liability whatsoever as a result of delivering any or all of the Environmental Reports or any information contained therein to any third party, and the Borrower hereby releases and forever discharges the Indemnified Parties from any and all claims, damages, or causes of action, arising out of, connected with or incidental to the Environmental Reports or the delivery thereof, unless resulting from the gross negligence or willful misconduct of the Indemnified Parties

(f) The Borrower must promptly undertake any and all remedial work ("**Remedial Work**") in response to Hazardous Substances Claims to the extent required by governmental agency or agencies involved or as recommended by prudent business practices, if such standard requires a higher degree of remediation, and in all events to minimize any impairment to the Issuer's security under the Borrower Documents. All Remedial Work must be conducted (i) in a diligent and timely fashion by licensed contractors acting under the supervision of a consulting environmental engineer, (ii) pursuant to a detailed written plan for the Remedial Work approved by all applicable public or private agencies or persons with a legal or contractual right to such approval, (iii) with insurance coverage pertaining to liabilities arising out of the Remedial Work as is then customarily maintained with respect to such activities, and (iv) only

following receipt of any required permits, licenses or approvals. The selection of the Remedial Work contractors and consulting environmental engineer, the contracts entered into with such parties, any disclosures to or agreements with any public or private agencies or parties relating to Remedial Work and the written plan for the Remedial Work (and any changes thereto) at the Issuer's option, is subject to the Issuer's prior written approval, which may not be unreasonably withheld, conditioned or delayed.

(g) The obligations and rights of the parties under this Section 5.10 continue in full force and effect until the first to occur of full, final and indefeasible repayment of the Liabilities or the transfer of title to all or any part of the Premises at a foreclosure sale or by deed in lieu of such foreclosure (any such foregoing transfer being referred to as a "Foreclosure Transfer"). The parties' obligations and rights under this Section 5.10 continue in full force and effect after the full and final payment of the Liabilities or a Foreclosure Transfer, as the case may be, but (i) in the case of a full and final payment of the Liabilities, the Borrower's obligations under this Section 5.10 are thereafter limited to the indemnification obligations of subsections (i) and (j) below as to Indemnified Costs (as defined below) arising out of or as a result of events prior to the full and final payment of the Liabilities, and (ii) in the case of a Foreclosure Transfer, the obligations do not include the obligation to reimburse any Indemnified Party for diminution in value of the Premises resulting from the presence of Hazardous Substances on the Premises before the date of the Foreclosure Transfer if, and to the extent that, the Indemnified Party recovers on a deficiency judgment including compensation for such diminution in value; provided, however, that nothing in this sentence impairs or limits an Indemnified Party's right to obtain a judgment in accordance with applicable law for any deficiency in recovery of all obligations, subject to the provisions of Section 9.03 hereof. As used in this Section 5.10, the term "Indemnified Costs" means all actual or threatened liabilities, claims, actions, causes of action, judgments, orders, damages (including foreseeable and unforeseeable consequential damages), costs, expenses, fines, penalties and losses incurred in connection with Hazardous Substances on the Property (including sums paid in settlement of claims and all consultant, expert and reasonable legal fees and expenses of the Issuer's counsel), including those incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work (whether of the Premises or any other property), or any resulting damages, harm or injuries to the person or property of any third parties or to any natural resources.

(h) Except for those arising from the gross negligence or willful misconduct of the Indemnified Parties, the Borrower shall indemnify, defend and hold the Indemnified Parties harmless for, from and against any and all Indemnified Costs directly or indirectly arising out of or resulting from any Hazardous Substance being present or released in, on or around any part of the Premises, or in the soil, groundwater or soil vapor on or under the Premises, including: (i) any claim for such Indemnified Costs asserted against any Indemnified Party by any federal, state or local governmental agency, including the United States Environmental Protection Agency and the Illinois Environmental Protection Agency, and including any claim that any Indemnified Party is liable for any such Indemnified Costs as an "owner" or "operator" of the Premises under any law relating to Hazardous Substances; (ii) any claim for such Indemnified Costs asserted against any Indemnified Party by any person other than a governmental agency, including (1) any person who may purchase or lease all or any portion of the Premises from the Borrower, from any Indemnified Party or from any other purchaser or lessee, (2) any person who may at any time have any interest in all or any portion of the Premises, (3) any person who may at any time be responsible for any clean-up costs or other Indemnified Costs relating to the Premises, and (4) any person claiming to have been injured in any way as a result of exposure to any Hazardous Substance; (iii) any Indemnified Costs incurred by any Indemnified Party in the exercise by the Indemnified Party of its rights and remedies under this Section 5.10; and (iv) any Indemnified

Costs incurred by any Indemnified Party as a result of currently existing conditions in, on or around the Premises, whether known or unknown by the Borrower or the Indemnified Parties at the time this Loan Agreement is executed, or attributable to the acts or omissions of the Borrower, any of the Borrower's tenants, or any other person in, on or around the Premises with the consent or under the direction of the Borrower.

(i) Upon demand by any Indemnified Party, the Borrower must defend any investigation, action or proceeding involving any Indemnified Costs that is brought or commenced against any Indemnified Party, whether alone or together with the Borrower or any other person, all at the Borrower's own cost and by counsel reasonably approved by the Indemnified Party. In the alternative, any Indemnified Party may elect to conduct its own defense at the Borrower's expense.

(j) In addition to any other rights or remedies the Issuer may have under this Loan Agreement, at law or in equity, upon the occurrence of an Event of Default under this Loan Agreement not cured within the applicable cure period, the Issuer may do or cause to be done whatever is necessary to cause the Premises to comply with any and all laws, regulations and ordinances governing or applicable to Hazardous Substances, and any other applicable law, rule, regulation, order or agreement, and the cost thereof will become immediately due and payable upon demand by the Issuer, and if not paid when due will accrue interest at the default rate set forth in the Bonds, until paid. The Borrower hereby acknowledges and agrees that any amounts realized by the Issuer by reason of the following may be applied to pay the Liabilities prior to being applied to pay the Borrower's obligations to reimburse the Issuer for costs and expenses, including those incurred by the Issuer in enforcing its rights and remedies under the provisions of this Section 5.10: (i) any payments made pursuant to the Bonds or any of the Borrower Documents (other than payments made to the Issuer for reimbursement of costs and expenses or for enforcement of its rights and remedies, under the provisions of this Section 5.10); (ii) any foreclosure of documents evidencing or securing the Liabilities (including any amounts realized by reason of any credit bid in connection with any such foreclosure); (iii) any conveyance in lieu of foreclosure; (iv) any other realization upon any security for the Liabilities; (v) any recoveries against the Borrower personally (except for recoveries against the Borrower for reimbursement of costs and expenses or enforcement of the Issuer's rights and remedies under this Section 5.10); and (vi) any recoveries against any person or entity other than the Borrower (including any guarantor) to the maximum extent permitted by applicable law.

## **ARTICLE VI RESTRICTION ON TRANSFER**

### **Section 6.01 Borrower to Maintain its Existence; Sale of Project.**

(a) The Borrower shall maintain its existence, not dissolve or sell, transfer or otherwise dispose of all or substantially all of its assets and not consolidate with or merge into another entity or permit one or more other entities to consolidate with or merge into it; provided, that it may do so if the surviving, resulting or transferee entity assumes in writing all of the obligations of the Borrower under the Borrower Documents. The Borrower shall not permit one or more other entities to consolidate with or merge into it, or take any action or allow any action to be taken to terminate the existence of the Borrower except as provided herein.

(b) No sale, assignment or transfer of the Project, except as may be otherwise required by FHA or the Lender, shall be made unless (a) FHA, and if necessary, the Lender, and the Issuer consent to such assignment or transfer, (b) the transferee or assignee, as the case

may be, assumes all the duties of the Borrower under the Borrower Documents, provided that such assumption may contain an exculpation of the assignee from personal liability with respect to any obligation hereunder arising prior to such sale, assignment or transfer, and (c) no Event of Default as certified in writing to the Bond Trustee by the Borrower shall have occurred and be continuing under the Indenture or this Loan Agreement. The Bond Trustee shall consent to any such assignment or transfer if (i) the Borrower provides a written certification to the Bond Trustee that the aforesaid conditions have been satisfied, (ii) the Bond Trustee receives an Opinion of Bond Counsel addressed to the Bond Trustee to the effect that such transfer or assignment would not adversely affect the Federal Tax Status of the Bonds, and (iii) the Bond Trustee receives written confirmation from the Rating Agency that such transfer or assignment will not result in a withdrawal or reduction in any rating on the Outstanding Bonds by the Rating Agency (if the Bonds are then rated by the Rating Agency). Upon the assumption of the duties of the Borrower by a purchaser, assignee or transferee as provided herein, the outgoing Borrower shall be released from all executory obligations so assumed; provided, however, the Borrower shall not be released from its obligation (x) to pay or reimburse the fees and expenses of the Issuer and the Bond Trustee incurred prior to such sale, assignment or transfer and (y) to indemnify the Bond Trustee and the Issuer with respect to any obligation, event or action incurred or arising prior to such sale, assignment or transfer. Nothing contained in this Section shall be construed to supersede any provisions regarding assignment and transfer of the Project contained in the Mortgage Loan Documents.

(c) Notwithstanding anything to the contrary contained herein or in any other Borrower Document, and subject to the consent of FHA and the Lender as required by the Controlling HUD and GNMA Requirements or the Mortgage Loan Documents, the following shall be permitted and shall not require the prior written approval of the Issuer, the Lender or the Bond Trustee: (a) the transfer by the Investor Limited Partner of its respective interests in the Borrower in accordance with the terms of the Borrower's Organizational Documents, (b) the removal of the General Partner of the Borrower in accordance with the Organizational Documents and the replacement thereof with the Investor Limited Partner or any of its respective affiliates, (c) the transfer of ownership interests in the Investor Limited Partner, (d) upon the expiration of the tax credit compliance period, the transfer of the interests of the Investor Limited Partner in the Borrower to the Borrower's General Partner or any of its respective affiliates, and (e) any amendment to the Organizational Documents to memorialize the transfers or removal described above. The parties agree that this section shall control to the extent of any conflict in any Borrower Documents. In the event the Borrower intends to sell, lease (except to the tenants who will occupy units in the Project), sublease or otherwise materially encumber the whole of or any part of the Project or sell, assign or otherwise, except as otherwise provided herein, transfer any interest in the Borrower (a "transfer"), it shall (i) apply to the Issuer for consent to transfer, and (ii) comply with the provisions of the Land Use Restriction Agreement restricting any such transfer.

## ARTICLE VII INDEMNIFICATION

### Section 7.01 Indemnification of Issuer and Bond Trustee

(a) Except as otherwise provided below and subject to Sections 8.07 and 9.04 hereof, the Issuer and the Bond Trustee, and each of their officers, agents, independent contractors, employees, successors and assigns, and, in the case of the Issuer, its elected and appointed officials, past, present or future (hereinafter the "Indemnified Persons"), shall not be liable to the Borrower for any reason. The Borrower shall defend, indemnify and hold the Indemnified Persons harmless from any loss, claim, damage, tax, fine, penalty or expense

(including, but not limited to, reasonable counsel fees, costs, expenses and disbursements), or liability (other than with respect to payment of the principal of or interest on the Promissory Note) of any nature due to any and all suits, actions, legal or administrative proceedings, expenses or claims arising or resulting from, or in any way connected with: (i) the financing, installation, operation, use or maintenance of the Project; (ii) any act, failure to act, or misrepresentation by the Borrower or any member of the Borrower, or any Person acting on behalf of, or at the direction of, the Borrower or any member of the Borrower, in connection with the issuance, sale or delivery of the Bonds; (iii) any false or misleading representation made by the Borrower in the Borrower Documents; (iv) the breach by the Borrower of any covenant contained in the Borrower Documents, or the failure of the Borrower to fulfill any such covenant which are not cured within all applicable notice and cure periods; (v) enforcing any obligation or liability of the Borrower under this Loan Agreement, the Promissory Note, or the other Borrower Documents, or any related agreement; (vi) taking any action requested by the Borrower; (vii) taking any action reasonably required by the Borrower Documents; or (viii) taking any action considered necessary by the Issuer or the Bond Trustee, and which is authorized by the Borrower Documents. If any suit, action or proceeding is brought against any Indemnified Person, the interests of the Indemnified Person in that suit, action or proceeding shall be defended by counsel to the Indemnified Person or the Borrower, as the Indemnified Person shall determine. If such defense is by counsel to the Indemnified Person, the Borrower shall indemnify and hold harmless the Indemnified Person for the cost of that defense, including reasonable counsel fees, disbursements, costs and expenses. If the Indemnified Persons affected by such suit determine that the Borrower shall defend the Indemnified Persons, the Borrower shall immediately assume the defense at its own cost. Neither the Indemnified Persons nor the Borrower shall be liable for any settlement of any proceeding made without each of their consent. In no event shall the Borrower be liable to an Indemnified Person for the Indemnified Person's own willful misconduct or gross negligence.

(b) Any provision of this Loan Agreement or any other instrument or document executed and delivered in connection therewith to the contrary notwithstanding, the Issuer retains the right to enforce: (i) any applicable federal or state law or regulation or resolution of the Issuer related to the Project, and (ii) any rights accorded the Issuer by federal or state law or regulation or resolution of the Issuer, and nothing in this Loan Agreement shall be construed as an express or implied waiver thereof.

(c) If the Indemnified Persons are requested by the Borrower to take any action under this Loan Agreement or any other instrument executed in connection herewith for the benefit of the Borrower, they will do so if and only if: (i) the Indemnified Persons are a necessary party to any such action; (ii) the Indemnified Persons have received specific written direction from the Borrower, as required hereunder or under any other instrument executed in connection herewith, as to the action to be taken by the Indemnified Persons; and (iii) a written agreement of indemnification and payment of costs, liabilities and expenses satisfactory to the Indemnified Persons has been executed by the Borrower prior to the taking of any such action by the Indemnified Persons.

(d) The obligations of the Borrower under this Section 7.01 shall survive any assignment or termination of this Loan Agreement and, as to the Bond Trustee, any resignation or removal of the Bond Trustee.

(e) Indemnification of the Issuer by the Borrower with respect to environmental matters shall be governed exclusively by the terms and provisions of any environmental indemnification agreement.

**ARTICLE VIII  
DEFAULTS AND REMEDIES**

**Section 8.01 Defaults Defined.** The following shall be "Defaults" under this Loan Agreement and the term "Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) The Borrower shall fail to pay any Loan Payment on or prior to the date on which that Loan Payment is due and payable to the extent amounts on deposit in the Bond Fund, including amounts transferred from the Collateral Fund and the Project Fund are insufficient to pay the Bond Service Charges due on the next Bond Payment Date;

(b) The Borrower shall fail to observe and perform any other agreement, term or condition contained in this Agreement and the continuation of such failure for a period of 30 days after written notice thereof shall have been given to the Borrower and Investor Limited Partner by the Issuer or the Bond Trustee, or for such longer period as the Issuer and the Bond Trustee may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it can be corrected but not within the applicable period, that failure shall not constitute an Event of Default so long as the Borrower institutes curative action within the applicable period and diligently pursues that action to completion, which must be resolved within 180 days after the aforementioned notice;

(c) The Borrower shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, which is not dismissed within 90 days; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for ninety days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property which appointment is not vacated within a period of 90 days;

(d) Any representation or warranty made by the Borrower herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the purchase of the Bonds shall at any time prove to have been false or misleading in any adverse material respect when made or given;

(e) There shall occur an "Event of Default" as defined in the Indenture; and

(f) There shall occur an "Event of Default" as defined in the Land Use Restriction Agreement by the Borrower under the Land Use Restriction Agreement that is continuing after any applicable notice and cure period.

Notwithstanding the foregoing, if, by reason of Force Majeure, the Borrower is unable to perform or observe any agreement, term or condition hereof which would give rise to an Event of Default under subsection (b) hereof, the Borrower shall not be deemed in default during the continuance of such inability. However, the Borrower shall promptly give written notice to the Bond Trustee and the Issuer of the existence of an event of Force Majeure and shall use commercially reasonable efforts to remove the effects thereof; provided that the settlement of strikes or other industrial disturbances shall be entirely within its discretion.

Any term of this Loan Agreement, the Indenture or of any related document to the contrary notwithstanding, and notwithstanding an agreement of indemnity, the Bond Trustee shall have no responsibility, obligation or duty to enter upon, or otherwise take possession or control of, the Project or the Premises, or take any other action which could constitute taking possession or control of the Project or the Premises (i) if it will require the approval of a governmental regulator that cannot be obtained, (ii) until the Bond Trustee shall be indemnified to its sole satisfaction and (iii) until the Bond Trustee shall be satisfied, in its sole discretion and determination, that neither it nor the trusts created under the Indenture shall incur, by reason of such action, any personal liability under any federal or State law for hazardous wastes, hazardous materials or other environmental liabilities or any other liability.

The term "**Force Majeure**" shall mean, without limitation, the following:

- (i) acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; civil disturbances; riots; landslides; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or
- (ii) any cause, circumstance or event not reasonably within the control of the Borrower. The Borrower agrees, however, to use its best efforts to remedy with all reasonable dispatch the cause or causes preventing the Borrower from carrying out its agreement.

The declaration of an Event of Default under subsection (c) above, and the exercise of remedies upon any such declaration, shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding that declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**Section 8.02 Remedies on Default.** Whenever any Default referred to in Section 8.01 hereof shall have happened and be continuing beyond the expiration of any applicable cure period, the Bond Trustee, or the Issuer (in the event the Bond Trustee does not act), may take one or any combination of the following remedial steps:

- (a) If the Bond Trustee has declared the Bonds immediately due and payable pursuant to Section 9.01 of the Indenture, by written notice to the Borrower, declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity (as provided in the Indenture) or otherwise, to be immediately due and payable, whereupon the same shall become immediately due and payable; and
- (b) Take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Promissory Note, the Land Use Restriction Agreement or any other Borrower Document in the event of default thereunder.

Notwithstanding the foregoing, neither the Issuer nor the Trustee shall be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until indemnity satisfactory to it has been furnished to the Issuer or the Trustee, as applicable, at no cost or expense to the Issuer or the Trustee. Any amounts collected as Loan Payments or applicable to Loan Payments and any other amounts which would be applicable to payment of Bond Service Charges collected pursuant to action taken under this Section shall be paid into the Bond Fund and applied in accordance with the provisions of the Indenture or, if the Outstanding Bonds have been paid and discharged in accordance with the provisions of the Indenture, shall be paid as provided in Section 4.14 of the Indenture for transfers of remaining amounts in the Bond Fund.

The provisions of this Section are subject to the further limitation that the rescission by the Trustee of its declaration that all of the Bonds are immediately due and payable also shall constitute an annulment of any corresponding declaration made pursuant to paragraph (a) of this Section and a waiver and rescission of the consequences of that declaration and of the Event of Default with respect to which that declaration has been made, provided that no such waiver or rescission shall extend to or affect any subsequent or other default or impair any right consequent thereon.

**Section 8.03 No Remedy Exclusive.** Subject to Section 9.01 of the Indenture, no remedy herein conferred upon or reserved to the Issuer or the Bond Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Bond Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article. Such rights and remedies as are given the Issuer hereunder shall also extend to the Bond Trustee, and the Bond Trustee and the Holders, subject to the provisions of the Indenture, including, but not limited to the Reserved Rights of the Issuer, shall be entitled to the benefit of all covenants and agreements herein contained.

**Section 8.04 Agreement to Pay Attorneys' Fees and Expenses.** In the event the Borrower should Default under any of the provisions of this Loan Agreement or under the Promissory Note and the Issuer and/or Bond Trustee should employ attorneys or incur other expenses for the collection of payments required hereunder or under the Promissory Note, or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein or in the Promissory Note, the Borrower agrees that it will on demand therefor pay to the Issuer and the Bond Trustee, as the case may be, the reasonable fees and expenses of such attorneys (including, without limitation, those incurred to enforce this provision) and such other expenses so incurred by the Issuer and/or the Bond Trustee. This Section 8.04 will continue in full force and effect notwithstanding the full payment of the obligations under the Loan Agreement or the termination of this Loan Agreement for any reason.

**Section 8.05 No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

**Section 8.06 Right to Cure.** Notwithstanding anything to the contrary herein or Otherwise in the Borrower Documents, if the Borrower shall, for whatever reason, at any time fail to pay any amount or perform any act which it is obligated to pay or perform under any of the Borrower Documents and, as a result, a default or event of default occurs or may occur thereunder, the Investor Limited Partner shall have the right to perform such act or pay such amount on behalf of the Borrower and thereby cure or prevent such default or event of default, provided such default or event of default is cured within any applicable cure period or grace period provided to the Borrower herein or otherwise in the Borrower Documents.

**Section 8.07 Default by Issuer; Limited Liability.** Notwithstanding any provision or obligation to the contrary herein set forth, no provision of this Loan Agreement shall be construed so as to give rise to a pecuniary liability of the Issuer or a charge upon the general credit of the Issuer. The liability of the Issuer hereunder shall be limited to its interest in this Loan Agreement, the Promissory Note, and any other Borrower Documents, and the lien of any judgment shall be restricted thereto. In the performance of the agreements of the Issuer herein contained, any obligation it may incur for the payment of money shall not be a debt of the Issuer, and the Issuer shall not be liable on any obligation so incurred. The Issuer does not assume general liability for the repayment of the Bonds or for the costs, fees, penalties, taxes, interest, commissions, charges, insurance or any other payments recited herein, and the Issuer shall be obligated to pay the same only out of Revenues. The Issuer shall not be required to do any act whatsoever, or exercise any diligence whatsoever, to mitigate the damages to the Owner if an Event of Default shall occur hereunder.

## **ARTICLE IX MISCELLANEOUS**

**Section 9.01 Term of Agreement.** This Loan Agreement shall remain in full force and effect from the date hereof until such time as all of the Bonds and all amounts payable hereunder and under the Indenture shall have been fully paid or provision made for such payments, whichever is later, provided, that the provisions of Sections 5.10, 7.01 and Article VIII hereof shall survive termination of this Loan Agreement.

### **Section 9.02 Notices; Publication of Notice**

(a) All notices, advice, certifications or other communications hereunder between the Issuer and the Borrower shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier, or mailed by certified or registered mail, postage prepaid, return receipt requested, or transmitted by electronic means (including, without limitation, facsimile transmission) addressed to the appropriate Notice Address. The Issuer or the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, advice, certifications or other communications shall be sent. Notices to persons other than the Issuer or the Borrower (such as, for example, notices to owners of Bonds) shall be governed by the other applicable provisions of the Indenture.

(b) Whenever the Issuer or the Borrower is required or permitted to give or publish notice of any event or occurrence under this Loan Agreement, such notice shall be given or published in such manner and by such means as the Issuer or the Borrower, as the case may be, shall determine to be appropriate. Such publication may be by (but is not limited to) any of the following means: (i) publication in one or more newspapers or trade journals selected by the Issuer or the Borrower, as the case may be; (ii) publication by or through one or more financial information reporting services; (iii) delivery to one or more "nationally recognized municipal

securities information repositories" (as such terms is defined in Securities and Exchange Commission Rule 15c2-12) or any successor repository or entity fulfilling a substantially similar or like role; or (iv) by mailing a copy of such notice by first class mail, postage prepaid, to the person entitled to receive the notice at such person's address as shown on the records of the Issuer or the Borrower.

**Section 9.03 Nonrecourse Liability of Borrower.** Except as provided herein, the monetary obligations of the Borrower contained in this Loan Agreement (except for fees, payments and indemnification under Sections 3.12, 4.04, 7.01 and 8.04 hereof) shall be limited obligations payable solely from the income and assets of the Project and neither the Borrower nor any partner, manager, member, director, official or officer of the Borrower shall have any personal liability for the satisfaction of any obligation of the Borrower or claim against the Borrower, arising out of this Loan Agreement. Notwithstanding anything contained in this Loan Agreement to the contrary, neither the Issuer nor the Bond Trustee may assert any claim arising hereunder against the Borrower's interest in the Project, any reserve or deposit made with the Lender or with any other entity that is required by HUD in connection with the Mortgage Loan, or in the rents or other income of the Project for the payment of any charge or obligation due hereunder except to the extent available from then currently available "Surplus Cash" as that term is defined in the HUD Regulatory Agreement approved for distribution by HUD.

The limit on the Borrower's 's liability set forth in this Section shall not, however, be construed, and is not intended to in any way, to constitute a release, in whole or in part, of the indebtedness evidenced by this Loan Agreement or a release, in whole or in part, or an impairment of the security interest, or in case of any default or enforcing any other right of the Issuer under this Loan Agreement or to alter, limit or affect the liability of any person or party who may now or hereafter or prior hereto guarantee, or pledge, grant or assign its assets or collateral as security for, the obligations of the Borrower under this Loan Agreement.

The provisions of this Section shall survive the termination of this Loan Agreement

**Section 9.04 No Pecuniary Liability of Issuer.** No agreements or provisions contained in this Loan Agreement or any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project or any property of the Borrower financed, directly or indirectly, out of proceeds of the Bonds or the issuance, sale and delivery of the Bonds will give rise to any pecuniary liability of the Issuer (including tax and rebate liability) or its past, present or future officers, directors, employees, commissioners, agents or members of its governing body and their successors and assigns or constitute a charge against the Issuer's general credit, or obligate the Issuer financially in any way, except with respect to the Trust Estate. No failure of the Issuer to comply with any terms, covenants or agreements in this Loan Agreement or in any document executed by the Issuer in connection with the Bonds will subject the Issuer or its past, present or future officers, directors, employees, commissioners, agents and members of its governing body and their successors and assigns to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the Trust Estate. Without limiting the requirement to perform its duties or exercise its rights and powers under this Loan Agreement upon receipt of appropriate indemnity or payment, none of the provisions of this Loan Agreement or the Indenture will require the Issuer to expend or risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under this Loan Agreement. Nothing in this Loan Agreement will preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement in this Loan Agreement or in the Bond Indenture; provided that no costs,

expenses or other monetary relief will be recoverable from the Issuer except as may be payable from the funds available under this Loan Agreement or made available under the Indenture by the Borrower and pledged to the payment of the Bonds.

No covenant, agreement or obligation contained herein or in any other financing instrument executed in connection with the Project or the making of the Loan shall be deemed to be a covenant, agreement or obligation of any past, present or future director, officer, employee, commissioner, or agent of the Issuer in his or her individual capacity so long as he or she does not act in bad faith, and no such director, officer, employee, commissioner or agent of the Issuer in his or her individual capacity shall be subject to any liability under any agreement to which the Issuer is a party or with respect to any other action taken by him or her so long as he or she does not act in bad faith.

**Section 9.05 Binding Effect.** This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Borrower, the Trustee, the Holders and their respective successors and assigns.

**Section 9.06 Severability.** In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 9.07 Amounts Remaining in Funds.** Subject to the provisions of Section 4.07 of the Indenture, any amounts in the Bond Fund remaining unclaimed by the Holders of Bonds for two years after the due date thereof (whether at stated maturity or otherwise), shall be deemed to belong to and shall be paid, at the written request of the Borrower, to the Borrower by the Bond Trustee as overpayment of Loan Payments. With respect to that principal of and interest on the Bonds to be paid from money paid to the Borrower pursuant to the preceding sentence, the Holders of the Bonds entitled to such money shall look solely to the Borrower for the payment of such money. Further, any amounts remaining in the Special Funds after all of the Outstanding Bonds shall be deemed to have been paid and discharged under the provisions of the Indenture and all other amounts required to be paid under this Loan Agreement, the Note and the Indenture have been paid, shall, subject to Section 4.14 of the Indenture and at the written request of the Borrower, be paid to the Borrower to the extent that such money are in excess of the amounts necessary to effect the payment and discharge of the Outstanding Bonds. Provided, however, that in the event of a default under the Mortgage Loan, and assignment of the Mortgage Loan to Lender, of which the Bond Trustee has received prior written notification, such excess funds shall be paid to the Lender.

**Section 9.08 Amendments, Changes and Modifications.** Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), and except as otherwise herein expressly provided, this Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the Bond Trustee, in accordance with the provisions of the Indenture.

**Section 9.09 Execution in Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 9.10 Applicable Law; Jury Trial.** This Loan Agreement and the Promissory Note, and the rights and obligations of the parties hereunder and thereunder, shall be construed

in accordance with, and shall be governed by, the laws of the State of Illinois, without regard to its conflict of laws principles.

**THE BORROWER HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS LOAN AGREEMENT OR THE PROMISSORY NOTE, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED; IN CONNECTION HERewith OR THEREWITH, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT OR THE PROMISSORY NOTE, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.**

**THE BORROWER IRREVOCABLY AGREES THAT, SUBJECT TO THE ISSUER'S SOLE AND ABSOLUTE ELECTION, ANY ACTION OR PROCEEDING IN ANY WAY, MANNER OR RESPECT ARISING OUT OF THIS LOAN AGREEMENT, THE PROMISSORY NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH, OR ARISING FROM ANY DISPUTE OR CONTROVERSY ARISING IN CONNECTION WITH OR RELATED TO THIS LOAN AGREEMENT, THE PROMISSORY NOTE AND THE OTHER BORROWER DOCUMENTS, OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, SHALL BE LITIGATED ONLY IN THE COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS, AND THE BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SUCH CITY AND STATE. THE BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT IN ACCORDANCE WITH THIS SECTION.**

**Section 9.11 Captions.** The captions and headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

**Section 9.12 Mortgage Loan Documents and Regulations Control**

(a) In the event of any conflict and to the extent that there is any inconsistency or ambiguity between the provisions of this Loan Agreement and the provisions of the Controlling HUD and GNMA Requirements or the Mortgage Loan Documents, the Controlling HUD and GNMA Requirements and Mortgage Loan Documents will be deemed to be controlling, and any such ambiguity or inconsistency will be resolved in favor of, and pursuant to the terms of the Controlling HUD and GNMA Requirements and Mortgage Loan Documents, as applicable. Notwithstanding any provision of this Loan Agreement to the contrary, the parties hereto acknowledge and agree that all of their respective rights and powers to any assets or properties of the Borrower are subordinate and subject to the liens created by the Mortgage, together with any and all amounts from time to time secured thereby, and interest thereon, and to all of the terms and provisions of the Mortgage, and any and all other documents executed by the Borrower as required by HUD or GNMA in connection therewith.

(b) Enforcement of the covenants in this Loan Agreement will not result in, and neither the Issuer, the Bond Trustee nor the Indemnified Persons has or shall be entitled to assert, any claim against the Project, the Mortgage Loan proceeds (other than the amounts deposited

with the Bond Trustee as provided in the Indenture), any reserves or deposits required by HUD in connection with the Mortgage Loan transaction, or the rents or deposits or other income of the Project other than available "Surplus Cash" as defined in the HUD Regulatory Agreement.

(c) Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Loan Agreement will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

(d) The Bonds are not a debt of the United States of America, HUD, FHA, GNMA or any other agency or instrumentality of the federal government, and are not guaranteed by the full faith and credit of the United States or any agency or instrumentality thereof.

(e) There is no pledge hereunder of the gross revenues or any of the assets of the Project.

(f) Nothing contained herein shall inhibit or impair the right of FHA to require or agree to any amendment, change or modification of any Mortgage Loan Documents.

(g) Proceeds from any condemnation award or from the payment of a claim under any hazard insurance policy relating to the Project will not be payable to the Bond Trustee, but will be payable in accordance with the Mortgage Loan Documents.

(h) Notwithstanding anything to the contrary in the event of an assignment or conveyance of the Mortgage Loan to the Federal Housing Commissioner, subsequent to the issuance of the Bonds, all money remaining in all funds and accounts other than the Rebate Fund and any other funds remaining under the Indenture after payment or provision for payment of debt service on the Bonds and the fees and expenses of the Issuer, Bond Trustee and other such parties unrelated to the Borrower (other than funds originally deposited by the Borrower or related parties on or before the date of issuance of the Bonds) shall be returned to the Lender.

(i) Lender shall not have any obligation under the Disbursement Agreement (or otherwise) to continue to provide Lender Funds if there is a Borrower default under and assignment of the Mortgage Loan to HUD.

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Loan Agreement to be executed in their respective official names and their respective official seals to be hereunto affixed and attested by their duly authorized officers, all as of the date first above written.

**CITY OF CHICAGO, as Issuer**

By: \_\_\_\_\_  
Chief Financial Officer

Seal

ATTEST:

By: \_\_\_\_\_  
City Clerk

**GRACE MANOR, LP,**  
an Illinois limited partnership

By: **GRACE MANOR, LLC,**  
an Illinois limited liability company,

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

**ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Bond Trustee**

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

(Sub)Exhibits "A", "B" and "C" referred to in this Loan Agreement with Grace Manor L.P. and Zions Bancorporation, National Association read as follows:

*(Sub)Exhibit "A".*

(To Loan Agreement With Grace Manor L.P. And Zions Bancorporation,  
National Association)

*Form Of Note.*

This Note has not been registered under the Securities Act of 1933. Its transferability is restricted by the Trust Indenture and the Loan Agreement referred to herein.

\$ \_\_\_\_\_, 2022.

Grace Manor L.P., an Illinois limited partnership (the "Borrower"), for value received, promises to pay in installments to Zions Bancorporation, National Association, as trustee (the "Trustee") under the Indenture hereinafter referred to, the principal amount of

\_\_\_\_\_ 00/100 Dollars

and to pay interest on the unpaid balance of such principal sum from and after the date hereof at the rate of \_\_\_ percent per annum through and including \_\_\_\_\_ 1, 202\_, and thereafter at the applicable Remarketing Rate (as defined in the Indenture described below), until the payment of such principal sum has been made or provided for. The principal amount stated above shall be paid on or before \_\_\_\_\_ 1, 202\_ (the "Maturity Date"). Interest shall be calculated on the basis of a 360-day year of 12 equal months. Interest on this Note shall be paid at least one Business Day prior to (a) each \_\_\_\_\_ 1 and \_\_\_\_\_ 1, commencing \_\_\_\_\_ 1, 2022, (b) each Redemption Date, (c) each Mandatory Tender Date, (d) the Maturity Date and (e) the date of acceleration of the Bonds (the "Interest Payment Dates"). Terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture, as defined below.

This Note has been executed and delivered by the Borrower to the Trustee pursuant to a certain Loan Agreement dated as of \_\_\_\_\_ 1, 2022 (the "Loan Agreement"), between the City of Chicago, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer") and the Borrower.

Under the Loan Agreement, the Issuer has loaned the Borrower the principal proceeds received from the sale of its \$ \_\_\_\_\_ Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 (the "Bonds"), to assist in the financing of the Project, and the Borrower has agreed to repay such loan by making payments

("Loan Payments") at the times and in the amounts set forth in this Note for application to the payment of principal of and interest on the Bonds as and when due. The Bonds have been issued, concurrently with the execution and delivery of this Note, pursuant to, and are secured by, the Bond Indenture dated as of \_\_\_\_\_ 1, 2022 (the "Indenture"), between the Issuer and the Trustee.

To provide funds to pay the principal of and interest on the Bonds as and when due as specified herein, the Borrower hereby agrees to and shall make Loan Payments in Federal Reserve funds on each Interest Payment Date in an amount equal to the Bond Service Charges on the Bonds payable on such Interest Payment Date. In addition, to provide funds to pay the Bond Service Charges on the Bonds as and when due at any other time, the Borrower hereby agrees to and shall make Loan Payments at least one Business Day prior to the date on which any Bond Service Charges on the Bonds shall be due and payable, whether at maturity, upon acceleration or otherwise, in an amount equal to those Bond Service Charges.

If payment or provision for payment in accordance with the Indenture is made in respect of the Bond Service Charges on the Bonds from money other than Loan Payments, this Note shall be deemed paid to the extent such payments or provision for payment of Bonds has been made. Consistent with the provisions of the immediately preceding sentence, the Borrower shall have credited against its obligation to make Loan Payments any amounts transferred from the Project Fund or the Collateral Fund to the Bond Fund. Subject to the foregoing, all Loan Payments shall be in the full amount required hereunder.

All Loan Payments shall be made to the Trustee at its Designated Office for the account of the Issuer and deposited in the Bond Fund created by the Indenture. Except as otherwise provided in the Indenture, the Loan Payments shall be used by the Trustee to pay the Bond Service Charges on the Bonds as and when due.

The obligation of the Borrower to make the payments required hereunder shall be absolute and unconditional and the Borrower shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Borrower may have or assert against the Issuer, the Trustee or any other Person.

This Note is subject to prepayment, in whole or in part, upon the terms and conditions set forth in Article 3 of the Indenture. Any prepayment is subject to satisfaction of any applicable notice, deposit or other requirements set forth in the Agreement or the Indenture.

Whenever an event of default under Section 6.01 of the Indenture shall have occurred and, as a result thereof, the principal of and any premium on all Bonds then Outstanding, and interest accrued thereon, shall have been declared to be immediately due and payable pursuant to Section 6.02 of the Indenture, the unpaid principal amount of and any premium and accrued interest on this Note shall also be due and payable in Federal Reserve funds on the date on which the principal of and premium and interest on the Bonds shall have been declared due and payable; provided that the annulment of a declaration of acceleration with respect to the Bonds shall also constitute an annulment of any corresponding declaration with respect to this Note.

The payment obligations of this Note are non-recourse to the Borrower to the extent set forth in Section 9.03 of the Loan Agreement.

In the event of any conflict and to the extent that there is any inconsistency or ambiguity between the provisions of this Note and the provisions of the Controlling HUD and GNMA Requirements or the Mortgage Loan Documents, the Controlling HUD and GNMA Requirements and Mortgage Loan Documents will be deemed to be controlling, and any such ambiguity or inconsistency will be resolved in favor of, and pursuant to the terms of the Controlling HUD and GNMA Requirements and Mortgage Loan Documents, as applicable.

Enforcement of the covenants in this Note will not result in, and neither the Issuer nor the Trustee has or shall be entitled to assert, any claim against the Project, the Mortgage Loan proceeds, any reserves or deposits required by HUD in connection with the Mortgage Loan transaction, or the rents or deposits or other income of the Project other than available "Surplus Cash" as defined in the HUD Regulatory Agreement.

Failure of the Issuer or the Borrower to comply with any of the covenants set forth in this Note will not serve as a basis for default on the Mortgage Loan, the underlying mortgage, or any of the other Mortgage Loan Documents.

In Witness Whereof, The Borrower has caused this Note to be executed in its name as of the date first above written.

Grace Manor L.P., an Illinois limited partnership

By: Grace Manor LLC, an Illinois limited liability company,

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

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

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

*Endorsement.*

Pay to the order of \_\_\_\_\_, without recourse, as Trustee under the Indenture referred to in the within mentioned Note, as security for the Bonds issued under

the Indenture. This endorsement is given without any warranty as to the authority or genuineness of the signature of the maker of the Note.

This \_\_\_\_\_ day of \_\_\_\_\_, 2022.

City of Chicago, as Issuer

By: \_\_\_\_\_  
Chief Financial Officer

*(Sub)Exhibit "B".*  
(To Loan Agreement With Grace Manor L.P. And  
Zions Bancorporation, National Association)

*Form Of Requisition.*  
(Project Fund)

[Trustee]

[\$[Insert Amount] Multi-Family Housing Revenue Bonds  
(Grace Manor Apartments Project) Series 2022.

Ladies and Gentlemen:

Pursuant to Section 3.06 of the Loan Agreement dated as of \_\_\_\_\_ 1, 2022 (the "Loan Agreement") among the City of Chicago (the "Issuer"), Grace Manor L.P., an Illinois limited partnership (the "Borrower"), and Zions Bancorporation, National Association, as Trustee (the "Trustee"), the undersigned Authorized Borrower Representative hereby requests and authorizes the Trustee, as depositary of the Project Fund created by the Bond Indenture dated as of \_\_\_\_\_ 1, 2022 (the "Indenture"), between the Issuer and the Trustee, to pay to the Borrower, to \_\_\_\_\_, as Lender, or to the person(s) listed on the Schedule I hereto out of the money deposited in the Project Fund to pay the costs of the items listed in Schedule I.

1. Requisition Number: \_\_\_\_\_
2. Payment Due To: [See Attached Schedule I]
3. Amount To Be Disbursed And Corresponding To An Advance Of Lender Funds:  
\$ \_\_\_\_\_ [See Attached Schedule I]

4. The amount requested to be disbursed pursuant to this Requisition will be used to pay Costs of the Project (as such term is defined in the Indenture) detailed in Schedule I attached to this Requisition.
5. With respect to a disbursement from the Project Fund, the undersigned certifies that:
  - (a) the amounts included in 3 above were made or incurred or financed and were necessary for the Project and were made or incurred in accordance with the construction contracts, plans and specifications heretofore in effect;
  - (b) the amount paid or to be paid, as set forth in this Requisition, represents a part of the funds due and payable for Costs of the Project, such funds were not paid in advance of the time, if any, fixed for payment and such funds are due in accordance with the terms of any contracts applicable to the Project and in accordance with usual and customary practice under existing conditions;
  - (c) the expenditures for which amounts are requisitioned represent proper charges against the Project Fund, have not been included in any previous requisition, have been properly recorded on the Borrower's books and are set forth in Schedule I, with paid invoices attached for any sums for which reimbursement is requested;
  - (d) the moneys requisitioned are not greater than those necessary to meet obligations due and payable or to reimburse the Borrower for its funds actually advanced for Costs of the Project and do not represent a reimbursement to the Borrower for working capital;
  - (e) the amount remaining in the Project Fund, together with expected investment income on the Project Fund will, after payment of the amount requested by this Requisition, be sufficient to pay the Costs of completing the Project substantially in accordance with the construction contracts, plans and specifications and building permits therefor, if any, currently in effect;
  - (f) all of the funds being requisitioned are being used in compliance with all tax covenants set forth in the Indenture, the Loan Agreement and the Land Use Restriction Agreement;
  - (g) the full amount of each disbursement will be applied to pay or to reimburse the Borrower for the payment of Costs and that, after taking into account the proposed disbursement,
    - (A) at least 95 percent of the proceeds of the Bonds pursuant to all written requisitions will be used for Qualified Project Costs to provide a qualified residential rental project (as defined in Section 142(d) of the Code); and
    - (B) less than 25 percent of the Net Proceeds of the Bonds will be disbursed to pay or to reimburse the Borrower for the cost of acquiring land;

(h) the Borrower is not in default under the Loan Agreement or the Land Use Restriction Agreement and nothing has occurred to the knowledge of the Borrower that would prevent the performance of its obligations under the Loan Agreement or the Land Use Restriction Agreement; and

(i) [no amounts being requisitioned by this Requisition will be used to pay, or reimburse, any Costs of Issuance incurred in connection with the issuance of the Bonds.]

- 6. The Borrower has on file, copies of invoices or bills of sale covering all items for which payment is being requested.

This \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Grace Manor L.P.,  
an Illinois limited partnership

By: Grace Manor LLC, an Illinois  
limited liability company,

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

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

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

[Schedule I referred to in this Form of Requisition  
unavailable at time of printing.]

*(Sub)Exhibit "C".*

(To Loan Agreement With Grace Manor L.P. And  
Zions Bancorporation, National Association)

*Completion Certificate.*

[\$[Insert Amount] Multi-Family Housing Revenue Bonds  
(Grace Manor Apartments Project) Series 2022.

Pursuant to Section 3.09 of the Loan Agreement dated as of \_\_\_\_\_ 1, 2022  
(the "Loan Agreement") among the City of Chicago (the "Issuer"), Grace Manor L.P., an

Illinois limited partnership (the "Borrower"), and Zions Bancorporation, National Association, as Trustee (the "Trustee"), and relating to the above-captioned Bonds, the undersigned Authorized Borrower Representative hereby certifies that (with capitalized words and terms used and not defined in this Certificate having the meanings assigned or referenced in the Loan Agreement):

(a) The Project was substantially completed and available and suitable for use as multi-family housing on \_\_\_\_\_.

(b) The acquisition, construction, equipping and improvement of the Project and those other facilities have been accomplished in such a manner as to conform in all material respects with all applicable zoning, planning, building, environmental and other similar governmental regulations.

(c) The costs of the Project financed with the Loan were \$ \_\_\_\_\_.

(d) Except [as provided in subsection (e) of this Certificate][for amounts retained by the Lender in the \_\_\_\_\_ for the payment of costs of the Project not yet due or for liabilities which the Borrower is contesting or which otherwise should be retained], all costs of that acquisition and installation due on or after the date of this Certificate and now payable have been paid.

[(e) The Trustee shall retain \$ \_\_\_\_\_ in the Project Fund for the payment of costs of the Project not yet due or for liabilities which the Borrower is contesting or which otherwise should be retained, for the following reasons:]

(e) At least 95 percent of the proceeds of the Bonds were expended for Qualified Project Costs as defined in the Indenture.

(f) This Certificate is given without prejudice to any rights against third parties that now exist or subsequently may come into being.

(g) Final endorsement of the Mortgage Loan by FHA occurred on \_\_\_\_\_, 201\_\_ [is expected to occur on or about \_\_\_\_\_, 201\_\_].

In Witness Whereof, The Authorized Borrower Representative has set his or her hand as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Grace Manor L.P.,  
an Illinois limited partnership

By: Grace Manor LLC, an Illinois  
limited liability company,

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

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

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

*Exhibit "D".*  
(To Ordinance)

*Land Use Restriction Agreement With Grace Manor L.P.*

**THIS LAND USE RESTRICTION AGREEMENT** (this "**Agreement**"), entered into as of \_\_\_\_\_ 1, 2022, between the **CITY OF CHICAGO**, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "**Issuer**"), and **GRACE MANOR, LP**, an Illinois limited partnership (the "**Owner**"),

**WITNESSETH:**

**WHEREAS**, the Issuer has issued, sold and delivered its [up to \$22,000,000] Multi-Family Housing Revenue Bonds (Grace Manor Apartments Project), Series 2022 (the "**Bonds**"); and

**WHEREAS**, the Bonds are issued pursuant to the Bond Indenture of even date herewith (the "**Bond Indenture**"), between the Issuer and Zions Bancorporation, National Association, as bond trustee (the "**Bond Trustee**"); and

**WHEREAS**, the proceeds derived from the issuance and sale of the Bonds are being lent by the Issuer to the Owner pursuant to the Loan Agreement of even date herewith (the "**Loan Agreement**"), between the Issuer and the Owner for the purpose of financing a portion of the costs of the acquisition of vacant land located at 3401-23 W. Ogden Avenue, Chicago, Illinois, as further described in **Exhibit A** hereto (the "**Site**") and the construction thereon of a six-story residential rental facility consisting of 65 units (the "**Units**"), of which 100% will be affordable for households earning no more than 60% of the area median income, together with ground floor space devoted to residential amenities, retail and community space (the "**Facility**") to be known as Grace Manor Apartments (collectively, the Site and the Facility are referred to herein as the "**Project**"); and

**WHEREAS**, in order to assure the Issuer and the purchasers of the Bonds (the "**Holders**") that interest on the Bonds will be excluded from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "**Code**"), and to further the public purposes of the Issuer, certain restrictions on the use and occupancy of the Project under the Code must be established;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and of other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Owner and the Issuer agree as follows:

**Section 1. Term of Restrictions**

(a) **Occupancy Restrictions.** The term of the Occupancy Restrictions set forth in Section 3 hereof shall commence on the first day on which at least 10% of the Units are first occupied following completion of the Project and shall end on the latest of (i) the date which is 15 years after the date on which at least 50% of the Units in the Project are first occupied; (ii) the first date on which no tax-exempt note or bond (including any refunding note or bond) issued with respect to the Project is outstanding; or (iii) the date on which any housing assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937, as amended, terminates (which period is hereinafter referred with respect to the Project as the "**Qualified Project Period**").

(b) **Rental Restrictions.** The Rental Restrictions with respect to the Project set forth in Section 4 hereof shall remain in effect during the Qualified Project Period.

(c) **Involuntary Loss or Substantial Destruction.** The Occupancy Restrictions set forth in Section 3 hereof, and the Rental Restrictions set forth in Section 4 hereof, shall cease to apply to the Project in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in federal law or an action of a federal City (with respect to the Project) after the date of delivery of the Bonds, which prevents the Issuer from enforcing the Occupancy Restrictions and the Rental Restrictions (with respect to the Project), or condemnation or similar event (with respect to the Project), but only if, within a reasonable time, (i) all of the Bonds are promptly retired, or amounts received as a consequence of such event are used to provide a new project which meets all of the requirements of this Agreement, which new project is subject to new restrictions substantially equivalent to those contained in this Agreement, and which is substituted in place of the Project by amendment of this Agreement; and (ii) an opinion from nationally recognized bond counsel (selected by the Issuer) is received to the effect that noncompliance with the Occupancy Restrictions and the Rental Restrictions applicable to the Project as a result of such involuntary loss or substantial destruction resulting from an unforeseen event with respect to the Project will not adversely affect the exclusion of the interest on the Bonds from the gross income of the Holders for purposes of federal income taxation; provided, however, that the preceding provisions of this paragraph shall cease to apply in the case of such involuntary noncompliance caused by foreclosure, transfer of title by deed in lieu of foreclosure or similar event if at any time during the Qualified Project Period with respect to the Project subsequent to such event the Owner or any Affiliated Party (as hereinafter defined) obtains an ownership interest in the Project for federal income tax purposes. "**Affiliated Party**" means a person whose relationship to another person is such that (i) the relationship between such persons would result in a disallowance of losses under Section 267 or 707(b) of the Code; or (ii) such persons are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50%" shall be substituted for "at least 80%" each place it appears therein).

(d) **Termination.** This Agreement shall terminate with respect to the Project upon the earliest of (i) termination of the Occupancy Restrictions and the Rental Restrictions with respect to the Project, as provided in paragraphs (a) and (b) of this Section 1; or (ii) delivery to the Issuer and the Owner of an opinion of nationally recognized bond counsel (selected by the Issuer) to the effect that continued compliance of the Project with the Rental Restrictions and the Occupancy Restrictions applicable to the Project is not required in order for interest on the Bonds to remain excludible from gross income for federal income tax purposes.

(e) **Certification.** Upon termination of this Agreement, the Owner and the Issuer shall execute and cause to be recorded (at the Owner's expense), in all offices in which this Agreement was recorded, a certificate of termination, specifying which of the restrictions contained herein has terminated.

(f) **HUD-Required Language.** The parties hereby incorporate into this Agreement the provisions set forth in **Appendix I** attached hereto to the same extent and effect as if the provisions set forth in Appendix I were fully set forth and made a part hereof.

**Section 2. Project Restrictions.** The Owner represents, warrants and covenants that:

(a) The Owner has reviewed the provisions of the Code and the Treasury Regulations thereunder (the "**Regulations**") applicable to this Agreement (including, without limitation, Section 142(d) of the Code and Section 1.103-8(b) of the Regulations) with its counsel and understands said provisions.

(b) The Project is being acquired and constructed for the purpose of providing a "qualified residential rental project" (as such phrase is used in Section 142(d) of the Code) and will, during the term of the Rental Restrictions and Occupancy Restrictions hereunder applicable to the Project, continue to constitute a "qualified residential rental project" under Section 142(d) of the Code and any Regulations heretofore or hereafter promulgated thereunder and applicable thereto.

(c) Substantially all (not less than 95%) of the Project will consist of a "building or structure" (as defined in Section 1.103-8(b)(8)(iv) of the Regulations), or several proximate buildings or structures, of similar construction, each containing one or more similarly constructed residential units (as defined in Section 1.103-8(b)(8)(i) of the Regulations) located on a single tract of land or contiguous tracts of land (as defined in Section 1.103-8(b)(4)(ii)-(B) of the Regulations), which will be owned, for federal tax purposes, at all times by the same person, and financed pursuant to a common plan (within the meaning of Section 1.103-8(b)(4)(ii) of the Regulations), together with functionally related and subordinate facilities (within the meaning of Section 1.103-8(b)(4)(iii) of the Regulations). If any such building or structure contains fewer than five (5) units, no unit in such building or structure shall be Owner-occupied.

(d) None of the Units in the Project will at any time be used on a transient basis, nor will the Project itself be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, rest home or trailer park or court for use on a transient basis; nor shall any portion of the Project be operated as an assisted living facility which provides continual or frequent nursing, medical or psychiatric services; *provided, however* that nothing herein shall be understood to prohibit single-room-occupancy units occupied under month-to-month leases.

(e) All of the Units in the Project will be leased or rented, or available for lease or rental, on a continuous basis to members of the general public (other than (i) Units for resident managers or maintenance personnel, (ii) Units for Qualifying Tenants as provided for in Section 3 hereof, and (iii) Units which may be rented under the Section 8 assistance program, which units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section requirements), subject, however, to the requirements of Section 3(a) hereof. Each Qualifying Tenant (as hereinafter defined) occupying a Unit in the Project shall be required to execute a written lease with a stated term of not less than 30 days nor more than one year.

(f) Any functionally related and subordinate facilities (e.g., parking areas, swimming pools, tennis courts, etc.) which are included as part of the Project will be of a character and size commensurate with the character and size of the Project, and will be made available to all tenants in the Project on an equal basis; fees will only be charged with respect to the use thereof if the charging of fees is customary for the use of such facilities at similar residential rental properties in the surrounding area (*i.e.*, within a one-mile radius), or, if none, then within comparable urban settings in the City of Chicago, and then only in amounts commensurate with the fees being charged at similar residential rental properties within such area. In any event, any fees charged

will not be discriminatory or exclusionary as to the Qualifying Tenants (as defined in Section 3 hereof). No functionally related and subordinate facilities will be made available to persons other than tenants or their guests.

(g) Each residential unit in the Project will contain separate and complete facilities for living, sleeping, eating, cooking and sanitation for a single person or family.

(h) No portion of the Project will be used to provide any health club facility (except as provided in (f) above), any facility primarily used for gambling, or any store, the principal business of which is the sale of alcoholic beverages for consumption off premises, in violation of Section 147(e) of the Code.

**Section 3. Occupancy Restrictions.** The Owner represents, warrants and covenants with respect to the Project that:

(a) Pursuant to the election of the Issuer in accordance with the provisions of Section 142(d)(1)(A) of the Code, at all times during the Qualified Project Period with respect to the Project at least 40% of the completed Units in the Project shall be continuously occupied (or treated as occupied as provided herein) or held available for occupancy by Qualifying Tenants as herein defined. For purposes of this Agreement, "**Qualifying Tenants**" means individuals or families whose aggregate adjusted incomes do not exceed 60% of the applicable median gross income (adjusted for family size) for the area in which the Project is located, as such income and area median gross income are determined by the Secretary of the United States Treasury in a manner consistent with determinations of income and area median gross income under Section 8 of the United States Housing Act of 1937, as amended (or, if such program is terminated, under such program as in effect immediately before such determination).

(b) Prior to the commencement of occupancy of any unit to be occupied by a Qualifying Tenant, the prospective tenant's eligibility shall be established by execution and delivery by such prospective tenant of an Income Computation and Certification in the form attached hereto as **Exhibit B** (the "**Income Certification**") evidencing that the aggregate adjusted income of such prospective tenant does not exceed the applicable income limit. In addition, such prospective tenant shall be required to provide whatever other information, documents or certifications are reasonably deemed necessary by the Owner or the Issuer to substantiate the Income Certification.

(c) ~~Not less frequently than annually, the Owner shall determine whether the current aggregate adjusted income of each tenant occupying any unit being treated by the Owner as occupied by a Qualifying Tenant exceeds the applicable income limit. For such purpose the Owner shall require each such tenant to execute and deliver the Income Certification; *provided, however,* that for any calendar year during which no unit in the Project is occupied by a new resident who is not a qualifying tenant, no Income Computation and Certification for existing tenants shall be required.~~

(d) Any unit vacated by a Qualifying Tenant shall be treated as continuing to be occupied by such tenant until reoccupied, other than for a temporary period not to exceed 31 days, at which time the character of such unit as a unit occupied by a Qualifying Tenant shall be redetermined.

(e) If an individual's or family's income exceeds the applicable income limit as of any date of determination, the income of such individual or family shall be treated as continuing not to

exceed the applicable limit, provided that the income of an individual or family did not exceed the applicable income limit upon commencement of such tenant's occupancy or as of any prior income determination, and provided, further, that if any individual's or family's income as of the most recent income determination exceeds 140% of the applicable income limit, such individual or family shall cease to qualify as a Qualifying Tenant if, prior to the next income determination of such individual or family, any unit in the Project of comparable or smaller size to such individual's or family's unit is occupied by any tenant other than a Qualifying Tenant.

(f) The lease to be utilized by the Owner in renting any Unit in the Project to a prospective Qualifying Tenant shall provide for termination of the lease and consent by such person to eviction following 30 days' written notice, subject to applicable provisions of Illinois law (including for such purpose all applicable home rule ordinances), for any material misrepresentation made by such person with respect to the Income Certification with the effect that such tenant is not a Qualified Tenant.

(g) All Income Certifications will be maintained on file at the Project as long as the Bonds are outstanding and for five years thereafter with respect to each Qualifying Tenant who occupied a Unit in the Project during the period the restrictions hereunder are applicable, and the Owner will, promptly upon receipt, file a copy thereof with the Issuer.

(h) On the first day of the Qualified Project Period with respect to the Project, on the fifteenth days of January, April, July and October of each year during the Qualified Project Period with respect to the Project, and within 30 days after the final day of each month in which there occurs any change in the occupancy of a Unit in the Project, the Owner will submit to the Issuer a "Certificate of Continuing Program Compliance," in the form attached hereto as **Exhibit C** executed by the Owner with respect to the Project.

(i) The Owner shall submit to the Secretary of the United States Treasury (at such time and in such manner as the Secretary shall prescribe) with respect to the Project an annual certification on Form 8703 as to whether the Project continues to meet the requirements of Section 142(d) of the Code. Failure to comply with such requirement may subject the Owner to the penalty provided in Section 6652(j) of the Code.

**Section 4. Rental Restrictions.** The Owner represents, warrants and covenants with respect to the Project that once available for occupancy, each Unit in the Project will be rented or available for rental on a continuous basis to members of the general public (other than (a) Units for resident managers or maintenance personnel, (b) Units for Qualifying Tenants as provided for in Section 3 hereof, and (c) Units which may be rented under the Section 8 assistance program, which Units (subject to the Section 8 assistance program) shall be leased to eligible tenants in accordance with Section 8 requirements). If a Housing Assistance Payments Contract is subsequently entered into with respect to the Project under the Section 8 assistance program, in administering the restrictions hereunder with respect to the Project the Owner will comply with all Section 8 requirements.

**Section 5. Transfer Restrictions.** The Owner covenants and agrees that no conveyance, transfer, assignment or any other disposition of title to any portion of the Project (a "Transfer") shall be made prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project, unless the transferee pursuant to the Transfer assumes in writing (the "Assumption Agreement"), in a form reasonably acceptable to the Issuer, all of the executory duties and obligations hereunder of the Owner with respect to such portion of the Project, including those contained in this Section 5, and agrees to cause any

subsequent transferee to assume such duties and obligations in the event of a subsequent Transfer by the transferee prior to the termination of the Rental Restrictions and Occupancy Restrictions hereunder with respect to the Project. The Owner shall deliver the Assumption Agreement to the Issuer at least 30 days prior to a proposed Transfer. This Section 5 shall not apply to any involuntary transfer pursuant to Section 1(c) hereof. This Section shall not be deemed to restrict the transfer of any partnership interest in the Owner or a transfer by foreclosure or deed in lieu of foreclosure.

#### **Section 6. Enforcement**

(a) The Owner shall permit all duly authorized representatives of the Issuer to inspect any books and records of the Owner regarding the Project and the incomes of Qualifying Tenants which pertain to compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(b) In addition to the information provided for in Section 3(i) hereof, the Owner shall submit any other information, documents or certifications reasonably requested by the Issuer, which the Issuer deems reasonably necessary to substantiate continuing compliance with the provisions of this Agreement and Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

(c) The Issuer and the Owner each covenant that it will not take or permit to be taken any action within its control that it knows would adversely affect the exclusion of interest on the Bonds from the gross income of the Holders thereof for purposes of federal income taxation pursuant to Section 103 of the Code. Moreover, each covenants to take any lawful action within its control (including amendment of this Agreement as may be necessary in the opinion of nationally recognized bond counsel selected by the Issuer) to comply fully with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service from time to time pertaining to obligations issued under Section 142(d) of the Code and affecting the Project.

(d) The Owner covenants and agrees to inform the Issuer by written notice of any violation of its obligations hereunder within five days of first discovering any such violation. If any such violation is not corrected to the satisfaction of the Issuer within the period of time specified by the Issuer, which shall be (i) the lesser of (A) 60 days after the effective date of any notice to or from the Owner, or (B) 75 days from the date such violation would have been discovered by the Owner by the exercise of reasonable diligence, or (ii) such longer period as may be necessary to cure such violation, provided bond counsel (selected by the Issuer) of nationally recognized standing in matters pertaining to the exclusion of interest on municipal bonds from gross income for purposes of federal income taxation issues an opinion that such extension will not result in the loss of such exclusion of interest on the Bonds, without further notice, the Issuer shall declare a default under this Agreement effective on the date of such declaration of default, and the Issuer shall apply to any, court, state or federal, for specific performance of this Agreement or an injunction against any violation of this Agreement, or any other remedies at law or in equity or any such other actions as shall be necessary or desirable so as to correct noncompliance with this Agreement.

(e) The Owner and the Issuer each acknowledges that the primary purposes for requiring compliance with the restrictions provided in this Agreement are to preserve the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and that the Issuer, on behalf of the owners of the Bonds, who are declared to be third-party beneficiaries of

this Agreement, shall be entitled for any breach of the provisions hereof, to all remedies both at law and in equity in the event of any default hereunder.

(f) In the enforcement of this Agreement, the Issuer may rely on any certificate delivered by or on behalf of the Owner or any tenant with respect to the Project.

(g) Nothing in this Section shall preclude the Issuer from exercising any remedies it might otherwise have, by contract, statute or otherwise, upon the occurrence of any violation hereunder.

(h) Notwithstanding anything to the contrary contained herein, the Issuer hereby agrees that any cure of any default made or tendered by one or more of the Owner's partner shall be deemed to be a cure by the Owner and shall be accepted or rejected on the same basis as if made or tendered by the Owner.

**Section 7. Covenants to Run with the Land.** The Owner hereby subjects the Project, the Site and the Units to the covenants, reservations and restrictions set forth in this Agreement. The Issuer and the Owner hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants, reservations and restrictions running with the land to the extent permitted by law, and shall pass to and be binding upon the Owner's successors in title to the Project, the Units, and the Site, throughout the term of this Agreement. Each and every contract, deed, mortgage, lease or other instrument hereafter executed covering or conveying the Project, the Units or the Site, or any portion thereof or interest therein (excluding any transferee of a membership interest in the Owner), shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed, mortgage, lease or other instrument.

**Section 8. Recording.** The Owner shall cause this Agreement and all amendments and supplements hereto to be recorded in the conveyance and real property records of Cook County, Illinois, and in such other places as the Issuer may reasonably request. The Owner shall pay all fees and charges incurred in connection with any such recording.

**Section 9. Agents of the Issuer.** The Issuer shall have the right to appoint agents to carry out any of its duties and obligations hereunder, and shall, upon written request, certify in writing to the other party hereto any such City appointment.

**Section 10. No Conflict with Other Documents.** The Owner warrants and covenants that it has not and will not execute any other agreement with provisions inconsistent or in conflict with the provisions hereof (except documents that are subordinate to the provisions hereof), and the Owner agrees that the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth, which supersede any other requirements in conflict herewith.

**Section 11. Interpretation.** Any capitalized terms not defined in this Agreement shall have the same meaning as terms defined in the Bond Indenture and the Loan Agreement or Section 142(d) of the Code and the regulations heretofore or hereafter promulgated thereunder.

**Section 12. Amendment.** Subject to any restrictions set forth in the Bond Indenture, this Agreement may be amended by the parties hereto to reflect changes in Section 142(d) of the

Code, the regulations hereafter promulgated thereunder and revenue rulings promulgated thereunder, or in the interpretation thereof.

**Section 13. Severability.** The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

**Section 14. Notices.** Any notice, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if and when personally delivered and receipted for, or, if sent by private courier service or sent by overnight mail service; shall be deemed to have been given if and when received (unless the addressee refuses to accept delivery, in which case it shall be deemed to have been given when first presented to the addressee for acceptance), or on the first day after being sent by telegram, or on the third day after being deposited in United States registered or certified mail, postage prepaid. Any such notice, demand or other communication shall be given as provided for in the applicable sections of the Indenture.

**Section 15. Governing Law.** The laws of the State of Illinois shall govern the construction of this Agreement, without reference to its conflicts of laws principles.

**Section 16. Limited Liability of Owner.** Notwithstanding any other provision or obligation stated in or implied by this Agreement to the contrary, any and all undertakings and agreements of the Owner contained herein shall not (other than as expressly provided hereinafter in this paragraph) be deemed, interpreted or construed as the personal undertaking or agreement of, or as creating any personal liability upon, any past, present or future partner of the Owner, and no recourse (other than as expressly provided hereinafter in this paragraph) shall be had against the property of the Owner or any past, present or future partner of the Owner, personally or individually for the performance of any undertaking, agreement or obligation, or the payment of any money, under this Agreement or any document executed or delivered by or on behalf of the Owner pursuant hereto or in connection herewith, or for any claim based thereon. It is expressly understood and agreed that the Issuer and the registered owner of the Bonds, and its respective successors and assigns, shall have the right to sue for specific performance of this Agreement and to otherwise seek equitable relief for the enforcement of the obligations and undertakings of the Owner hereunder, including, without limitation, obtaining an injunction against any violation of this Agreement or the appointment of a receiver to take over and operate all or any portion of the Project in accordance with the terms of this Agreement. This Section shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and sealed by their respective, duly authorized representatives, as of the day and year first above written.

CITY OF CHICAGO

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Commissioner, Department of Planning and Development

Acknowledged and agreed to:

GRACE MANOR, LP,  
an Illinois limited partnership

By: GRACE MANOR, LLC,  
an Illinois limited liability company,  
its General Partner

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

STATE OF ILLINOIS    )  
                                  ) ss:  
COUNTY OF COOK    )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, the COMMISSIONER, DEPARTMENT OF PLANNING AND DEVELOPMENT of the CITY OF CHICAGO, a municipal corporation and home rule unit of local government duly organized and validly existing under the Constitution and laws of the State of Illinois (the "Issuer"), known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed and in the capacity therein stated, as the act and deed of said Issuer.

GIVEN UNDER MY HAND and seal of office, this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

[SEAL]

\_\_\_\_\_  
Notary Public in and for the State of Illinois

My commission expires on:

\_\_\_\_\_

STATE OF ILLINOIS )  
 ) ss  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Grace Manor, LLC, an Illinois limited liability company (the "General Partner"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such officer, he signed and delivered the said instrument, as the free and voluntary act of such person, and as the free and voluntary act and deed of the General Partner, for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2022.

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

(SEAL)

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

**[(Sub)Exhibit "A" referred to in this Land Use Restriction Agreement With Grace Manor L.P. constitutes Exhibit "F" to ordinance printed on Pages 51717 and 51718 of this *Journal*.]**

**(Sub)Exhibits "B" and "C" referred to in this Land Use Restriction Agreement With Grace Manor L.P. read as follows:**

(Sub)Exhibit "B".  
 (To Land Use Restriction Agreement  
 With Grace Manor L.P.)

*Income Computation And Certification\**

Note To Apartment Owner: This form is designed to assist you in computing Annual Income in accordance with the method set forth in the Department of Housing and Urban Development ("HUD") Regulations (24 CFR Part 5). You should make certain that this form is at all times up to date with HUD Regulations. All capitalized terms used herein shall have the meanings set forth in the Land Use Restriction Agreement, dated as of \_\_\_\_\_, 1, 2022, among the City of Chicago and Grace Manor L.P., an Illinois limited partnership (the "Owner").

Re: Grace Manor Apartments  
 Chicago, Illinois

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment project for which application is made. Listed below are the names of all persons who intend to reside in the unit:

Name Of Members Of The Household	Relationship To Head Of Household	Age	Social Security Number	Place Of Employment
_____	Head	_____	_____	_____
_____	Spouse	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

6. Total Anticipated Income. The total anticipated income, calculated in accordance with this paragraph 6, of all persons listed above for the 12-month period beginning the date that I/we plan to move into a unit (i.e., \_\_\_\_\_) is \$ \_\_\_\_\_ included in the total anticipated income listed above are:

- (a) the full amount, before payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

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\* The form of Income Computation and Certification shall be conformed to any amendments made to 24 CFR Part 5, or any regulatory provisions promulgated in substitution therefor.

(b) the net income from operation of a business or profession or net income from real or personal property (without deducting expenditures for business expansion or amortization or capital indebtedness); an allowance for depreciation of capital assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulation; include any withdrawal of cash or assets from the operation of a business or profession, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the above persons;

(c) interest and dividends (see 7(C) below);

(d) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;

(e) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(f) the amount of any public welfare assistance payment; if the welfare assistance payment includes any amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

(i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus

(ii) the maximum amount that the welfare assistance City could in fact allow the family for shelter and utilities (if the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph 6(f) shall be the amount resulting from one application of the percentage);

(g) periodic and determinable allowances, such as alimony and child support payments and regular contributions or gifts received from persons not residing in the dwelling; and

(h) all regular pay, special pay and allowances of a member of the Armed Forces.

Excluded from such anticipated total income are:

(a) income from employment of children (including foster children) under the age of 18 years;

(b) payment received for the care of foster children or foster adults;

(c) lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(d) amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

(e) income of a live-in aide;

(f) the full amount of student financial assistance paid directly to the student or to the educational institution;

(g) special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(h) amounts received under training programs funded by the Department of Housing and Urban Development ("HUD");

(i) amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(j) amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, et cetera) and which are made solely to allow participation in a specific program;

(k) a resident service stipend in a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Owner, on a part-time basis, that enhances the quality of life in the Project, including, but not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination (no resident may receive more than one stipend during the same period of time);

(l) compensation from state or local employment training programs in training of a family member as resident management staff, which compensation is received under employment training programs (including training programs not affiliated with a local government) with clearly defined goals and objectives, and which compensation is excluded only for the period during which the family member participates in the employment training program;

(m) reparations payment paid by a foreign government pursuant to claims filed under the laws of that government for persons who were persecuted during the Nazi era;

(n) earnings in excess of \$480 for each full-time student, 18 years or older, but excluding the head of household and spouse;

- (o) adoption assistance payments in excess of \$480 per adopted child;
- (p) deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
- (q) amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- (r) amounts paid by a state City to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
- (s) temporary, nonrecurring or sporadic income (including gifts); and
- (t) amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(c) apply.

#### 7. Assets.

- (a) Do the persons whose income or contributions are included in Item 6 above:
  - (i) have savings, stocks, bonds, equity in real property or other form of capital investment (excluding the values of necessary items of personal property such as furniture and automobiles, equity in a housing cooperative unit or in a manufactured home in which such family resides, and interests in Indian trust land)?  
 Yes  No
  - (ii) have they disposed of any assets (other than at a foreclosure or bankruptcy sale) during the last two years at less than fair market value?  Yes  No
- (b) If the answer to (i) or (ii) above is yes, does the combined total value of all such assets owned or disposed of by all such persons total more than \$5,000?  
 Yes  No
- (c) If the answer to (b) above is yes, state:
  - (i) the total value of all such assets:
  - (ii) the amount of income expected to be derived from such assets in the 12-month period beginning on the date of initial occupancy of the unit that you propose to rent: \$\_\_\_\_\_; and

(iii) the amount of such income, if any, that was included in Item 6 above:  
\$\_\_\_\_\_.

8. Full-Time Students.

(a) Are all of the individuals who propose to reside in the unit full-time students?  
 Yes  No

A full-time student is an individual enrolled as a full-time student (carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended) during each of five calendar months during the calendar year in which occupancy of the unit begins at an educational organization which normally maintains a regular faculty and curriculum and normally has a regularly enrolled body of students in attendance or an individual pursuing a full-time course of institutional or farm training under the supervision of an accredited agent of such an educational organization or of a state or political subdivision thereof.

(b) If the answer to 8(a) is yes, are at least two of the proposed occupants of the unit a husband and wife entitled to file a joint federal income tax return?  Yes  No

9. Relationship To Project Owner. Neither I nor any other occupant of the unit I/we propose to rent is the Owner, has any family relationship to the Owner, or owns directly or indirectly any interest in the Owner. For purposes of this paragraph, indirect ownership by an individual shall mean ownership by a family member; ownership by a corporation, partnership, estate or trust in proportion to the ownership or beneficial interest in such corporation, partnership, estate or trust held by the individual or a family member; and ownership, direct or indirect, by a partner of the individual.

10. Reliance. This certificate is made with the knowledge that it will be relied upon by the Owner to determine maximum income for eligibility to occupy the unit and is relevant to the status under federal income tax law of the interest on obligations issued to provide financing for the apartment development for which application is being made. I/We consent to the disclosure of such information to the issuer of such obligations, the holders of such obligations, any fiduciary acting on their behalf and any authorized agent of the Treasury Department or the Internal Revenue Service. I/We declare that all information set forth herein is true, correct and complete and based upon information I/we deem reliable, and that the statement of total anticipated income contained in paragraph 6 is reasonable and based upon such investigation as the undersigned deemed necessary.

11. Further Assistance. I/We will assist the Owner in obtaining any information or documents required to verify the statements made herein, including, but not limited to, either an income verification from my/our present employer(s) or copies of federal tax returns for the immediately preceding two calendar years.

12. Misrepresentation. I/We acknowledge that I/we have been advised that the making of any misrepresentation or misstatement in this declaration will constitute a material breach of my/our agreement with the Owner to lease the unit, and may entitle the Owner to prevent or terminate my/our occupancy of the unit by institution of an action for ejection or other appropriate proceedings.

I/We declare under penalty of perjury that the foregoing is true and correct. Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, Illinois.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

[Signature of all persons over the age of 18 years listed in 2 above required.]

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

[Notary Seal]

Notary Public in and for the State of \_\_\_\_\_

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

For Completion By Apartment Owner Only:

1. Calculation of eligible income:

a. Enter amount entered for entire household in 6 above: \$ \_\_\_\_\_

b. (1) if the amount entered in 7(c)(i) above is greater than \$5,000, enter the total amount entered in 7(c)(ii), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$ \_\_\_\_\_);

(2) multiply the amount entered in 7(c)(i) times the current passbook savings rate as determined by HUD to determine what the total annual earnings on the amount in 7(c)(ii) would be if invested in passbook savings (\$ \_\_\_\_\_), subtract from that figure the amount entered in 7(c)(iii) and enter the remaining balance (\$ \_\_\_\_\_);

(3) enter at right the greater of the amount calculated under (1) or (2) above:  
\$\_\_\_\_\_.

c. Total Eligible Income (Line 1.a plus line 1.b(3)): \$\_\_\_\_\_.

2. The amount entered in 1.c is:

\_\_\_\_\_ Less than 80 percent of Median Gross Income for the Area.\*\*

\_\_\_\_\_ More than 80 percent of Median Gross Income for the Area.\*\*\*

3. Number of apartment unit assigned: \_\_\_\_\_

Bedroom Size: \_\_\_\_\_ Rent: \$\_\_\_\_\_

4. The last tenants of this apartment unit for a period of 31 consecutive days [had/did not have] aggregate anticipated annual income, as certified in the above manner upon their initial occupancy of the apartment unit, of less than 80 percent of Median Gross Income for the Area.

5. Method used to verify applicant(s) income:

\_\_\_\_\_ Employer income verification.

\_\_\_\_\_ Copies of tax returns.

\_\_\_\_\_ Other ( \_\_\_\_\_ )

\_\_\_\_\_  
Owner or Manager

\*\* "Median Gross Income for the Area" means the median income for the area where the Project is located as determined by the Secretary of Housing and Urban Development under Section 8(0)(3) of the United States Housing Act of 1937, as amended, or if programs under Section 8(f) are terminated, median income determined under the method used by the Secretary prior to the termination. "Median Gross Income for the Area" shall be adjusted for family size.

\*\*\* See footnote 2.

Income Verification.

(For Employed Persons)

The undersigned employee has applied for a rental unit located in a project financed by the City of Chicago. Every income statement of a prospective tenant must be stringently verified. Please indicate below the employee's current annual income from wages, overtime, bonuses, commissions or any other form of compensation received on a regular basis.

Annual wages	_____
Overtime	_____
Bonuses	_____
Commissions	_____
Total current income:	_____

I hereby certify that the statements above are true and complete to the best of my knowledge.

_____	_____	_____
Signature	Date	Title

I hereby grant you permission to disclose my income to Grace Manor L.P., an Illinois limited partnership, in order that it may determine my income eligibility for rental of an apartment located in one of its projects which has been financed by the City of Chicago.

_____	_____
Signature	Date

Please send to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Income Verification.

(For Self-employed Persons)

I hereby attach copies of my individual federal and state income tax returns for the immediately preceding two calendar years and certify that the information shown in such income tax returns is true and complete to the best of my knowledge.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*(Sub)Exhibit "C".*  
(To Land Use Restriction Agreement  
With Grace Manor L.P.)

*Certificate Of Continuing Program Compliance.*

The undersigned, on behalf of Grace Manor L.P., an Illinois limited partnership (the "Owner"), hereby certifies as follows:

1. The undersigned has read and is thoroughly familiar with the provisions of the Land Use Restriction Agreement, dated as of \_\_\_\_\_ 1, 2022 (the "Land Use Restriction Agreement"), between the City of Chicago and the Owner. All capitalized terms used herein shall have the meanings given in the Land Use Restriction Agreement.
2. Based on Certificates of Tenant Eligibility on file with the Owner, as of the date of this Certificate the following number of completed Units in the Project (i) are occupied by Qualifying Tenants (as such term is defined in the Land Use Restriction Agreement), or (ii) were previously occupied by Lower-Income Tenants and have been vacant and not reoccupied except for a temporary period of no more than 31 days:

Occupied by Qualifying Tenants\*\*\*\*: \_\_\_\_\_ Number of Units

Previously occupied by Qualifying  
Tenants (vacant and not reoccupied  
except for a temporary period of no  
more than 31 days): \_\_\_\_\_ Number of Units

\*\*\*\* A unit all of the occupants of which are full-time students does not qualify as a unit occupied by Qualifying Tenants, unless one or more of the occupants was entitled to file a joint tax return.

3. The total number of completed Units in the Project is \_\_\_\_\_.

4. The total number in 2 is at least 40 percent of the total number in 3 above.

5. No Event of Default (as defined in the Land Use Restriction Agreement) has occurred and is subsisting under the Land Use Restriction Agreement, except as set forth in Schedule A attached hereto.

Grace Manor L.P., an Illinois limited partnership

By: Grace Manor LLC, an Illinois limited liability company, its general partner

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

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

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

Appendix I attached to this Certificate of Continuing Program Compliance reads as follows:

*Appendix I.*  
(To Certificate Of Continuing Program Compliance)

*HUD Rider To Restrictive Covenants.*

This HUD Rider To Restrictive Covenants ("Rider") is made as of \_\_\_\_\_ 1, 2022, by Grace Manor L.P., an Illinois limited partnership ("Borrower"), and the City of Chicago ("City").

Whereas, Borrower has obtained financing from \_\_\_\_\_ ("Lender") for the benefit of the project known as the Grace Manor Apartments ("Project"), which loan is secured by a Multi-Family Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of \_\_\_\_\_ 1, 2022, and recorded in the Recorder's Office of Cook County, Illinois ("Records") on \_\_\_\_\_ as Document Number \_\_\_\_\_, and is insured by the United States Department of Housing and Urban Development ("HUD"); and

Whereas, Borrower has received a tax-exempt bond financing from the City, which City is requiring certain restrictions be recorded against the Project; and

Whereas, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

Whereas, The City has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider;

Now, Therefore, In consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

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

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Merchants Capital Corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act, 12 USC § 1701, et seq., as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the

Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the HUD Requirements. Notwithstanding the foregoing, nothing herein limits the City's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate.

(e) Borrower and the City acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and will not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the City's reporting requirement, in enforcing the Restrictive Covenants the City will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized for release by HUD, if the Borrower is a non-profit entity.

(g) For so long as the Mortgage Loan is outstanding, Borrower and City shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the City may require the Borrower to indemnify and hold the City harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against City relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the City harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.





*Exhibit "E".  
(To Ordinance)*

*Grace Manor Apartment Redevelopment Agreement.*

This Grace Manor Apartments Redevelopment Agreement (this "Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Grace Manor, LP, an Illinois limited partnership (the "Owner"), East Lake Management and Development Corp., an Illinois corporation ("East Lake"), and Grace at Jerusalem CDC, an Illinois not-for-profit corporation ("Grace" and together with the Owner and East Lake, 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 April 9, 2008: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Ogden/Pulaski Redevelopment Project Area" (the "Plan Adoption Ordinance"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Ogden/Pulaski Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the

Ogden/Pulaski Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. Sale of City Parcels. The City owns property located within the Redevelopment Area at 3401-23 W. Ogden Avenue, Chicago, Illinois 60623 and legally described on Exhibit B hereto (the "Property") that the City desires to be redeveloped. Developer intends to purchase the Property for \$7 from the City (the "Acquisition").

E. The Project: Within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete construction of an approximately 75,471 square foot apartment building (the "Facility") thereon. The Facility will provide 65 housing units of which 100 percent will be affordable for households earning no more than 60 percent of the area median income. The ground floor will be devoted to residential amenities, retail and community space. The 65 units of affordable housing will be a mix of 31 one-bedroom units and 34 two-bedroom units. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

F. Redevelopment Plan: The Project will be carried out in accordance with this Agreement and the City of Chicago Ogden/Pulaski Tax Increment Financing Redevelopment Area Project and Plan (the "Redevelopment Plan") included in the Plan Adoption Ordinance and published at pages 24221 - 24477 of the Journal of the Proceedings of the City Council.

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

In addition, the City may, in its discretion, issue tax increment allocation bonds ("TIF Bonds") secured by Incremental Taxes pursuant to a TIF bond ordinance (the "TIF Bond Ordinance") at a later date as described in Section 4.03(d) hereof, the proceeds of which (the "TIF Bond Proceeds") may be used to pay for the costs of the TIF-Funded Improvements not previously paid for from Incremental Taxes (including any such payment made pursuant to any City Note provided to Developer pursuant to this Agreement), to make payments of principal and interest on the City Note, or in order to reimburse the City for the costs of TIF-Funded Improvements.

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

## SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

Table of Contents		List of Exhibits	
1.	Recitals, Headings and Exhibits	A	*Redevelopment Area
2.	Definitions	B	*Property
3.	The Project	C	*TIF-Funded Improvements
4.	Financing	D	[intentionally omitted]
5.	Conditions Precedent	E	Construction Contract
6.	Agreements with Contractors	F	Escrow Agreement
7.	Completion of Construction or Rehabilitation	G	*Permitted Liens
8.	Covenants/Representations/Warranties of Developer	H-1	*Project Budget
9.	Covenants/Representations/Warranties of the City	H-2	*MBE/WBE Budget
10.	Developer's Employment Obligations	I	Approved Prior Expenditures
11.	Environmental Matters	J	Opinion of Developer's Counsel
12.	Insurance	K	[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	P	HUD Rider to Restrictive Covenants
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 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); and (6) compliance with all other executory provisions of the Agreement.

"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 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.

"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.

"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.

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

"Davis-Bacon Act" shall mean 40 U.S.C. Section 276a et seq.

"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" means all reports, surveys, field data, correspondence and analytical results prepared by or for the Purchaser (or otherwise obtained by the Purchaser) 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) or Section 4.03(b).

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

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

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

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

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

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

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

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

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

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

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

"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.

"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.

"Limited Partner" shall mean, collectively, Red Stone Equity – Fund 88 Limited Partnership, a Delaware limited partnership, and Red Stone Equity Manager, LLC, a Delaware limited liability company, and their respective successors and assigns.

"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, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

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

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

"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.

"Prior Obligations" means those amounts of Incremental Taxes deposited in the TIF Fund attributable to the taxes levied on the Redevelopment Area that have been pledged by the City to pay the following: **[TO BE UPDATED PRIOR TO CLOSING]**

<u>Obligation</u>	<u>Amount</u>
City Lots Affordable Housing Program.	\$3,000,000
CPS IGA - Cardenas Playground Replacement	\$550,000

"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.

“Property Purchase Right” shall mean the opportunity to close on the purchase of the Property subject to the terms of this Agreement.

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

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

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

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

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

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

“Remediation Work” means all investigation, sampling, monitoring, testing, reporting, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the Illinois Environmental Protection Agency (“IEPA”), the SRP Documents (as defined below), 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 DPD pursuant to Section 4.04 of this Agreement.

“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, as amended or supplemented from time to time, including, without limitation, the Comprehensive Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section 2A.

“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 December 31, 2032.

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

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

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

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

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

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

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

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

“Title Company” shall mean [\_\_\_\_\_].

“Title Policy” shall mean a title insurance policy in the most recently revised ALTA or equivalent form, showing Owner 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 2A. SALE AND PURCHASE OF PROPERTY

2A. Conveyance of the Property. The following provisions shall govern the City's conveyance of the Property to Grace:

(a) Purchase Price. The City hereby agrees to sell, and Grace hereby agrees to purchase, upon and subject to the terms and conditions of this Agreement, the Property, for Seven Dollars (\$7.00) (the "Purchase Price"), which is to be paid to the City on or before the Closing Date in cash or by certified or cashier's check or wire transfer of immediately available funds. Grace shall immediately reconvey the Property to Owner. Grace shall pay all escrow fees and other title insurance fees, premiums and closing costs. Grace acknowledges and agrees that (i) the appraised fair market value of the Property is approximately \$320,000 (the "Fair Market Value") based on an appraisal dated February 28, 2022, and (ii) the City has only agreed to sell the Property to Grace for the Purchase Price because Grace has agreed to execute this Agreement and comply with its terms and conditions. Grace specifically acknowledges and agrees that the purpose of the sale is to generate funds to support the long-term operations of the Facility.

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

(c) Covenants Running with the Land. The conveyance of the Property to Grace shall be subject to the following covenants, which shall run with the land and be binding on Grace and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City:

(i) Grace shall use the Property in compliance with the Redevelopment Plan.

(ii) Grace shall obtain planned development approval for any development on the Property.

(iii) Grace shall not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (A) directly or indirectly sell, transfer, convey, lease or

otherwise dispose of all or any portion of the Property or any interest therein; or (B) directly or indirectly assign the Property Purchase Right. Grace acknowledges and agrees that DPD may withhold its consent under (A) or (B) above if, among other reasons, the sale or transfer price is less than Fair Market Value.

(iv) Grace may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction, other than Lender Financing and any mortgage or other lien securing any Lender Financing, which would create an encumbrance or lien on the Property.

(v) Grace shall obtain a Final Comprehensive Residential NFR Letter for the Property issued by Illinois Environmental Protection Agency ("IEPA") and comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final Comprehensive Residential NFR Letter.

(vi) Grace 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.

(d) Title and Survey. Grace shall, no later than thirty (30) days prior to the Closing Date obtain at its expense and deliver to the City a Survey of the Property and a commitment for an owner's policy of title insurance issued by the Title Company (the "Title Commitment") in an amount not less than the Fair Market Value. Grace shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later date fees), and obtaining the Title Policy and any endorsements. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Property or liens for such unpaid property taxes, the City shall, as applicable, request that the County void the unpaid taxes as provided in Section 21-100 of the Property Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Property remains subject to any tax liens, or if the Property is encumbered with any other exceptions that would adversely affect the use and insurability of the Property for the development of the Project, Grace shall, as its sole remedy, have the option to either (i) proceed with the purchase subject to all defects and exceptions, or (ii) terminate its right to purchase under this Section 2A, whereupon such purchase right shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the Property. If Grace elects not to terminate its Property Purchase Right pursuant to this Section 2A(d), Grace agrees to accept title subject to all exceptions.

(e) Closing. The conveyance of the Property shall take place on the Closing Date at the downtown offices of the Title Company or such other place as the parties may mutually agree upon in writing; provided, however, in no event shall the closing of the land sale occur unless Grace has satisfied all conditions precedent set forth in this Section 2A, unless DPD, in its sole discretion, waives such conditions. On or before the Closing Date, the City shall deliver to the Title Company the Deed, all necessary state, county and municipal real estate transfer tax declarations, and an ALTA statement. The City will not provide a gap undertaking. Grace shall

pay to record the Property Deed and any other documents incident to the conveyance of the Property to Grace.

(f) "AS IS" SALE. The City makes no covenant, representation, or warranty, express or implied, of any kind, as to the structural, physical, or environmental condition of the property or the suitability of the property for any purpose whatsoever. Grace acknowledges that it has had adequate opportunity to inspect and evaluate the structural, physical, and environmental conditions and risks of the property and accepts the risk that any inspection may not disclose all material matters affecting the property. Grace agrees to accept the property in its "AS IS," "WHERE IS" and "WITH ALL FAULTS" condition at closing, with all faults and defects, latent or otherwise, and the City has not made and does not make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to the Grace, with respect to the structural, physical or environmental condition of the value of the property, its compliance with any statute, ordinance or regulation, or its habitability, suitability, merchantability or fitness for any purpose whatsoever. Grace acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies, or reports of any kind) provided by or on behalf of the City or its agents or employees with respect thereto. Grace agrees that it is its sole responsibility and obligation to perform at its expense any environmental remediation work and take such other action as is necessary to put the property in a condition which is suitable for its intended use.

(g) Environmental Due Diligence. Grace acknowledges and agrees to Environmental Matters set forth in Section 11 hereto.

(h) Release and Indemnification. Grace, 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 Grace 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 un-foreseen, now existing or occurring after the Closing Date, based upon, arising out of or in any way connected with, directly or indirectly (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances or Other Regulated Material in, on, under or about the Property or the migration of Hazardous Substances or Other Regulated Material from or to other Property; (iii) any violation of, compliance with, enforcement of or liability under any Environmental Laws, including, without limitation, any governmental or regulatory body response costs, natural resource damages or Losses arising under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901 et seq.; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims." Furthermore, the Developer Parties 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.

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

(j) Release Runs with the Land. The covenant of release in Section 2A(i) above shall run with the Property, and shall be binding upon all successors and assigns of Grace 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 Grace following the date of the Deed. Grace 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 Grace. It is expressly agreed and understood by and between Grace and the City that, should any future obligation of Grace 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 Grace nor any of the Developer Parties will assert that those obligations must be satisfied in whole or in part by the City because Section 2A(i) contains a full, complete and final release of all such claims.

(k) Survival. This Section 2A shall survive the Closing Date or any termination of this Agreement (regardless of the reason for such termination).

## SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than March 1, 2023; and (ii) complete construction and conduct business operations therein no later than August 31, 2024.

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 **[\$35,452,628]**. Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity and other funds described in Section 4.01 hereof, shall be sufficient to complete the Project; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

3.04 Change Orders. All Change Orders (and documentation substantiating the need and identifying the source of funding therefor) relating to changes to the Project must be submitted by Developer to DPD concurrently with the progress reports described in Section 3.07.

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.

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 **\$[35,452,628]**, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources: [ALL AMOUNTS TO BE CONFIRMED BEFORE CLOSING]

Sources	Amount
Tax Exempt Bond Proceeds	not to exceed \$22,000,000
Lender Financing Equity Bridge Loan	not to exceed \$12,814,388*
Lender Financing HUD 221 (d)(4) Loan	not to exceed \$4,375,000
Lender Financing Bridge Loan (TIF)	not to exceed \$5,500,000**
City Loan or grant	not to exceed \$9,400,000***
City Funds (TIF)	\$5,500,000
Donation Tax Credit equity	\$98,000
Deferred Developer Fee	not to exceed \$271,791
4% Low Income Tax Credit Equity	\$16,017,935*
General Partner Equity	\$100***

\*It is anticipated that the 4% Low Income Tax Credit Equity will be bridged during construction by the Lender Financing Equity Bridge Loan.

\*\*It is anticipated that the City Funds (TIF) will be bridged during construction by the Lender Financing Bridge Loan (TIF).

\*\*\*If instead of a loan, the City provides a grant, the proceeds of such grant are anticipated to be included as an equity contribution to the Owner from its general partner.

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)), 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>
Incremental Taxes	\$5,500,000

provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed \$5,500,000; and provided further, that the \$5,500,000 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 (i) the amount of the 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 up to a maximum of \$5,500,000 is contingent upon the fulfillment of the conditions set forth in part (i) above. In the event that such condition is 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 4.04, Section 4.08 and Section 5 hereof, the City shall disburse the City Funds in three installments of \$1,833,333, with two installments being made during construction and one after issuing the Certificate.

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

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

(b) [intentionally omitted.]

(c) TIF District Administration Fee. Annually, the City may allocate an amount (the "TIF District Administration Fee") not to exceed 5 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) [intentionally omitted.]

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

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

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

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

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

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

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

(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 Bond Ordinance, if any, the Bonds, if any, the TIF Bonds, if any, the TIF Ordinances, this Agreement and/or the Escrow Agreement.

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

4.09 TIF Bonds. The Commissioner of Housing may, in his or her sole discretion, recommend that the City Council approve an ordinance or ordinances authorizing the issuance of TIF Bonds in an amount which, in the opinion of the City Comptroller, is marketable under the then current market conditions. The costs of issuance of the TIF Bonds would be borne solely by the City. The Developer and Sponsor will cooperate with the City in the issuance of the TIF Bonds,

as provided in Section 8.05 hereof.

4.10 **Permitted Transfers.** Notwithstanding anything herein to the contrary, City will permit: (i) removal of the general partner of the Owner by the Limited Partner, in accordance with the Owner's amended and restated agreement of limited partnership (the "Partnership Agreement"), provided the substitute general partner is acceptable to City in its reasonable discretion and the City provides its written consent (except no consent of the City shall be required under this Agreement if the substitute general partner is an affiliate of the limited partner); (ii) any pledge by the general partner of the Owner to a Lender that is providing Lender Financing of all of its rights, title and interest in and to the Owner and under the Partnership Agreement as collateral for the Owner's obligations under the loans made or to be made by the Lender to Owner; (iii) a transfer by the Limited Partner of its partnership interest in Owner after the Closing Date to an unaffiliated entity with the prior written consent of the City; provided, however, that the prior written consent of DPD shall not be required for a transfer by the Limited Partner of its partnership interest after the Closing Date to an affiliated entity or an affiliate of Limited Partner, but prior written notice to DPD is required; (iv) a transfer pursuant to a foreclosure, deed in lieu of foreclosure or similar action, of the senior mortgage; (v) the transfer of the Project to the general partner or an affiliate pursuant to the purchase option and right of first refusal set forth in the exhibits to the Partnership Agreement, and (vi) the conveyance of the Property from Grace to Owner.

#### SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

5.04 **Financing.** Developer has furnished proof reasonably acceptable to the City that Developer has Equity and Lender Financing in the amounts set forth in Section 4.01 hereof to complete the Project and satisfy its obligations under this Agreement. If a portion of such funds consists of Lender Financing, Developer has furnished proof as of the Closing Date that the proceeds thereof are available to be drawn upon by Developer as needed and are sufficient (along with the Equity and other sources set forth in Section 4.01) to complete the Project. Any liens against the Property in existence at the Closing Date have been subordinated to certain encumbrances of the City set forth herein pursuant to a Subordination Agreement, in a form acceptable to the City, executed on or prior to the Closing Date, which is to be recorded, at the expense of Developer, with the Cook County Clerk's Recording 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 Developer as the named insured. The Title Policy is dated as of the Closing Date and contains only those title exceptions listed as Permitted Liens on Exhibit G hereto and evidences the recording of this Agreement pursuant to the provisions of Section 8.18 hereof. The Title Policy also contains such endorsements as shall be required by Corporation Counsel, including but not limited to an owner's comprehensive endorsement and satisfactory endorsements regarding zoning (3.1 with parking), contiguity, location, access and survey. Developer has provided to DPD, on or prior to the Closing Date, documentation related to the purchase of the Property and certified copies of all easements and encumbrances of record with respect to the Property not addressed, to DPD's satisfaction, by the Title Policy and any endorsements thereto.

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

<b>Jurisdiction</b>	<b>Searches</b>
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. Developer, at its own expense, has insured the Property in accordance with Section 12 hereof, and has delivered certificates required pursuant to Section 12 hereof evidencing the required coverages to DPD.

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

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

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

5.12 Documentation; Employment Plan. The Developer has provided documentation to DPD, satisfactory in form and substance to DPD, with respect to current employment matters in

connection with the construction or rehabilitation work on the Project, including the reports described in Section 8.07.

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

5.14 Corporate Documents; Economic Disclosure Statement. Each party comprising the 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 or partnership agreement, as applicable; and such other corporate documentation as the City has requested.

Each party comprising the Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and each party comprising the 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 an EDS, failure of an 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. Each party comprising the Developer has provided to Corporation Counsel and DPD, a description of all pending or threatened litigation or administrative proceedings involving Developer, specifying, in each case, the amount of each claim, an estimate of probable liability, the amount of any reserves taken in connection therewith and whether (and to what extent) such potential liability is covered by insurance.

## SECTION 6. AGREEMENTS WITH CONTRACTORS

6.01 Bid Requirement for General Contractor and Subcontractors. Prior to entering into an agreement with a General Contractor or any subcontractor for construction of the Project, Developer shall solicit, or shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago, and shall submit all bids received to DPD for its inspection and written approval. 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. Developer shall submit copies of the Construction Contract to DPD in accordance with Section 6.02 below.

Photocopies of all subcontracts entered or to be entered into in connection with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof. Developer shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin work on the Project until the Plans and Specifications have been approved by DPD and all requisite permits have been obtained.

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

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

No Certificate shall issue without the following:

(a) The City has received a Certificate of Occupancy or other evidence acceptable to DPD that the Developer has complied with building permit requirements for the Project;

(b) The City has received evidence that Developer has incurred TIF-eligible costs, in an amount equal to, or greater than \$5,500,000;

(c) The City's Monitoring and Compliance Unit has verified that, at the time the Certificate is issued, the Developer is in full compliance with City requirements set forth in Section 10 and Section 8.09 (M/WBE, City Residency, and Prevailing Wage) with respect to construction of the Project, and that 100% of the Developer's MBE/WBE Commitment in Section 10.03 has been fulfilled;

(d) The Developer has provided evidence that project has achieved 100 points on the City's Sustainable Development Policy (2017.01.12); and

(e) There exists neither an Event of Default (after any applicable cure period) which is continuing nor a condition or event which, with the giving of notice or passage of time or both, would constitute and Event of Default.

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

Those covenants specifically described at Sections 8.02, 8.06, and 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

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

(a) the right to 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. 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) each party comprising the Developer is, as applicable, an Illinois limited partnership, corporation or not-for-profit corporation duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required;

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

(c) the execution, delivery and performance by each party comprising the Developer of this Agreement has been duly authorized by all necessary action, and does not and will not violate, as applicable, its Articles of Incorporation, by-laws, or partnership 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; or (5) enter into any transaction that would cause a material and detrimental change to Developer's financial condition;

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

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

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

acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise;

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

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

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

(q) Developer understands it may not sell, assign, pledge or otherwise transfer its interest in this Agreement or City Funds in whole or in part except in accordance with the terms of Section 18.14 of this Agreement, and, to the fullest extent permitted by law, agrees to indemnify the City for any losses, claims, damages or expenses relating to or based upon any sale, assignment, pledge or transfer of City Funds in violation of this Agreement; and

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

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

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

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

8.05 [intentionally omitted]

8.06 Job Creation and Retention. The Developer anticipates that the Project will result in the creation of (i) [12] full-time equivalent permanent jobs (the "Permanent Jobs"), and (ii) during the construction of the Project approximately [150] construction jobs on the job-site (the "Construction Jobs," and collectively with the Permanent Jobs, the "Jobs"). Throughout the Term of the Agreement, the Developer shall submit certified employment reports disclosing the number of Jobs at the Project to DPD as a part of the Developer's submission of the Annual Compliance Report. Notwithstanding any other provision in this Agreement to the contrary, the failure to create the specified number of Jobs shall not constitute an Event of Default.

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

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor to pay and to contractually cause each subcontractor to pay, the prevailing wage rate as ascertained by the federal government pursuant to the Davis-Bacon Act, to all their respective employees working on constructing the Project or otherwise completing the TIF-Funded Improvements. All such contracts will 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 federal prevailing wage rates are revised, the revised rates will apply to all such contracts. Upon the City's request, Developer will provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

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

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

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

8.13 Financial Statements. Developer shall obtain and provide to DPD Financial Statements for Developer's fiscal year ended 2023 and each year thereafter for the Term of the Agreement. In addition, Developer shall submit unaudited financial statements as soon as reasonably practical following the close of each fiscal year and for such other periods as DPD may request.

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

8.15 Non-Governmental Charges.

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

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

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

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

Governmental Charge and all interest and penalties upon the adverse determination of such contest.

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

8.17 Compliance with Laws. 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. If this Agreement is not recorded first, a subordination agreement will have to be prepared and executed. Developer shall pay all fees and charges incurred in connection with any such recording. Upon recording, Developer shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

8.19 Real Estate Provisions.

(a) Governmental Charges.

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

(ii) Right to Contest. Developer has the right before any delinquency occurs to contest or object in good faith to the amount or validity of any Governmental Charge by appropriate legal proceedings properly and diligently instituted and prosecuted in such manner as shall stay the collection of the contested Governmental Charge and prevent the imposition of a lien or the sale or forfeiture of the Property. No such contest or objection shall be deemed or construed in any way as relieving, modifying or extending Developer's covenants to pay any such Governmental Charge at the time and in the manner provided in this Agreement unless Developer

has given prior written notice to DPD of Developer's intent to contest or object to a Governmental Charge and, unless, at DPD's sole option, (A) Developer shall demonstrate to DPD's satisfaction that legal proceedings instituted by Developer contesting or objecting to a Governmental Charge shall conclusively operate to prevent or remove a lien against, or the sale or forfeiture of, all or any part of the Property to satisfy such Governmental Charge prior to final determination of such proceedings; and/or (B) Developer shall furnish a good and sufficient bond or other security satisfactory to DPD in such form and amounts as DPD shall require, or a good and sufficient undertaking as may be required or permitted by law to accomplish a stay of any such sale or forfeiture of the Property during the pendency of such contest, adequate to pay fully any such contested Governmental Charge and all interest and penalties upon the adverse determination of such contest.

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

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

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

(a) The Facility shall be operated and maintained solely as residential rental housing with ground floor retail and community space;

(b) The 65 units in the Facility shall be available for occupancy to and be occupied solely by one or more individuals qualifying as Low Income Families (as defined below) upon initial occupancy; and

(c) The 65 units in the Facility has monthly rents not in excess of thirty percent (30%) of the maximum allowable income for a Low Income Family (with the applicable Family size for such units determined in accordance with the rules specified in Section 42(g)(2) of the Internal Revenue Code of 1986, as amended); provided, however, that for any unit occupied by a Family (as defined below) that no longer qualifies as a Low Income Family due to an increase

in such Family's income since the date of its initial occupancy of such unit, the maximum monthly rent for such unit shall not exceed thirty percent (30%) of such Family's monthly income.

(d) As used in this Section 8.25, the following terms has the following meanings:

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

(ii) "Low Income Families" shall mean Families whose annual income does not exceed eighty percent (80%) of the Chicago-area median income, adjusted for Family size, as such annual income and Chicago-area median income are determined from time to time by the United States Department of Housing and Urban Development, and thereafter such income limits shall apply to this definition.

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

(f) The City and Developer may enter into a separate agreement to implement the provisions of this Section 8.24.

**8.25 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 HUD Requirements.** See HUD Rider to Restrictive Covenants attached hereto as Exhibit P.

## 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 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 Planning and Development, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Developer, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the work constituting the Project.

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

Good faith efforts on the part of Developer, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement

Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section concerning the worker hours performed by actual Chicago residents.

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

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

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

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

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

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

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

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

The Phase II ESA identified contamination above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, and the Developer must enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency's ("IEPA") Site Remediation Program ("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 for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive Residential NFR Letter using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents, and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive Residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy until the

IEPA has issued, and the Developer has recorded with the Cook County Recorder of Deeds and the City has approved, a Final Comprehensive Residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report (RACR) to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property.

The Developer must abide by the terms and conditions of the Final Comprehensive Residential NFR letter.

## 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 Housing, 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 any manner relating or arising out of:

- (a) Developer's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (b) 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
- (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 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
- (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 Indemnites or any of them. The provisions of the undertakings and indemnification set out in this Section 13.01 shall survive the termination of this Agreement.

## SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

## SECTION 15. DEFAULT AND REMEDIES

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

- (a) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under this Agreement or any related agreement;
- (b) the failure of Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of Developer under any other agreement with any person or entity if such failure may have a material adverse effect on Developer's business, property, assets, operations or condition, financial or otherwise;
- (c) the making or furnishing by Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;
- (d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Property, including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;
- (e) the commencement of any proceedings in bankruptcy by or against Developer or for the liquidation or reorganization of Developer, or alleging that Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

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

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

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

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

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

(k) prior to the expiration of the Term of the Agreement, and except with respect to transfers of the Property to a mortgagee under a Permitted Mortgage or an Existing Mortgage and as permitted in Section 4.10 or otherwise permitted herein, the sale or transfer of any percentage 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.

(m) ~~failure to provide the City with an Annual Compliance Report within (60) days of when it is due, as set forth in Section 8.20.~~

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

15.02 Remedies. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreements to which the City and Developer are or shall be parties, suspend disbursement of City Funds, place a lien on the Project in the amount of City Funds paid, or seek reimbursement of any City Funds paid. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy,

including but not limited to damages, injunctive relief or the specific performance of the agreements contained herein. Upon the occurrence of an Event of Default under Section 8.06, Developer shall be obligated to repay to the City all previously disbursed City Funds.

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

#### SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit 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 Planning and Development                  121 North LaSalle Street, Room 1000                  Chicago, Illinois 60602                  Attention: Commissioner</p>	<p><b>If to Developer:</b></p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Attention: _____</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>_____</p> <p>_____</p> <p>_____</p> <p>Attention: _____</p> <p><b>And to:</b></p> <p>c/o Red Stone Equity Partners, LLC                  1100 Superior Avenue, Suite 1640                  Cleveland, OH 44114                  Attention: General Counsel</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 "Amaterial" for the purpose of this Section 18.01 shall be defined as any deviation from the terms of the Agreement which operates to cancel or otherwise reduce any developmental, construction or job-creating obligations of Developer (including those set forth in Sections 10.02 and 10.03 hereof) by more than five percent (5%) or materially changes the Project site or character of the Project or any activities undertaken by Developer affecting the Project site, the Project, or both, or increases any time agreed for performance by Developer by more than ninety (90) days.

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

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

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

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

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

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

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

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

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

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

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

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

18.14 Assignment. Except as permitted in Section 4.10 or otherwise permitted herein, Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City; provided, however, that each party comprising the Developer may collaterally assign their respective interests in this Agreement to any lender providing Lender Financing identified to the City as of the Closing Date if any such lender requires such collateral assignment. 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 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.

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.

GRACE MANOR LP

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

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

EAST LAKE MANAGEMENT AND DEVELOPER CORP.

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

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

GRACE AT JERUSALEM CDC

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

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

CITY OF CHICAGO

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

\_\_\_\_\_  
Commissioner  
Department of Housing

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Grace Manor LP, an Illinois limited partnership (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 by the \_\_\_\_\_ of Owner, as his/her free and voluntary act and as the free and voluntary act of Owner, for the uses and purposes therein set forth.

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

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

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

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of East Lake Management and Development Corp., an Illinois corporation (the "East Lake"), 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 East Lake, as his/her free and voluntary act and as the free and voluntary act of East Lake, 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 Grace at Jerusalem CDC, an Illinois not-for-profit corporation (the "Grace"), 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 Grace, as his/her free and voluntary act and as the free and voluntary act of Grace, for the uses and purposes therein set forth.

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

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

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

(SEAL)

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

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

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

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

(SEAL)

**[(Sub)Exhibits "A", "D", "E", "F", "I", "K", "M", "N" and "O" referred to in this Grace Manor Apartment Redevelopment Agreement unavailable at time of printing.]**

**(Sub)Exhibits "B", "C", "G", "H-1", "H-2", "J", "L" and "P" referred to in this Grace Manor Apartment Redevelopment Agreement read as follows:**

*(Sub)Exhibit "B".*  
(To Grace Manor Apartment Redevelopment Agreement)

*Property.*

[Subject To Survey And Title Insurance]

Common Address:

3401 -- 3423 West Ogden Avenue.

Property Index Number(s):

1. 16-23-418-001 -- 3423 West Ogden Avenue,
2. 16-23-418-002 -- 3419 West Ogden Avenue,
3. 16-23-418-003 -- 3413 West Ogden Avenue,
4. 16-23-418-004 -- 3411 West Ogden Avenue,
5. 16-23-418-005 -- 3407 West Ogden Avenue,
6. 16-23-418-006 -- 3405 West Ogden Avenue and
7. 16-23-418-007 -- 3401 West Ogden Avenue.

*(Sub)Exhibit "C".*  
(To Grace Manor Apartment Redevelopment Agreement)

*TIF-Funded Improvements.*

Line Item	Cost
50 percent of the cost of construction of new housing units to be occupied by low-income households	\$24,700,875* (total net construction)

---

\* Notwithstanding the total of TIF-Funded Improvements or the amount of TIF-eligible costs, the assistance to be provided by the City shall not exceed \$5,500,000.

*(Sub)Exhibit "G".*

(To Grace Manor Apartment 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 Grace Manor Apartment Redevelopment Agreement)

*Project Budget.*

Line Item	Amount
Land Cost	\$ 7.00
Net Construction Costs	24,700,875
General Conditions	1,482,053
Overhead	494,018
Profit	1,482,053
Furniture, Fixtures, and Equipment	140,000
Building Permits	100,000
Bond Premium/ LOC Fees	345,339
Contingency	1,407,950

Line Item	Amount
Electrical and Gas	35,000
Sewer and Water	35,000
Land Remediation	75,000
Architect -- Design	439,000
Architect -- Supervision	170,000
Engineering Fees	75,000
PNA Report	15,000
As-Is Plats and Surveys	35,000
Accountant -- General	25,000
Legal -- Organizational	125,000
Legal -- Syndication	25,000
Consultant -- TIF	35,000
Appraisal	15,000
Market Study	10,000
Phase I and II Environmental Report	35,000
Title and Recording Fees	50,000
Other Professional Fees	80,000
Tax Credit Issuer Fees	174,000
Application Fees	6,000
Construction Points	96,000
Perm Loan Points	64,000
Construction Inspection	60,000

Line Item	Amount
Lender Legal Fees	225,000
MIP	22,000
Bond -- Bond Counsel	200,000
Construction Interest	853,026
Liability Insurance	100,000
Real Estate Taxes	50,000
Advertising	20,000
Other Marketing and Leasing	20,000
Developer Fee	1,250,000
Deferred Developer Fee	250,000
Project Reserve	631,300
<b>TOTAL:</b>	<b>\$35,452,628</b>

*(Sub)Exhibit "H-2".*  
 (To Grace Manor Apartment Redevelopment Agreement)

*MBE/WBE Budget.*

Hard Construction Costs	\$28,158,999
Architecture (Design)	\$ 439,000
<b>TOTAL:</b>	<b>\$28,597,999</b>

26 percent of \$28,597,999 = \$7,435,479.74 MBE

6 percent of \$28,597,999 = \$1,715,880 WBE

(Sub)Exhibit "J".  
(To Grace Manor Apartment 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.]



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

*(Sub)Exhibit "P".*  
(To Grace Manor Apartment Redevelopment Agreement)

*HUD Rider To Restrictive Covenants.*

Cross Reference: Instrument Number \_\_\_\_\_

This Rider to Restrictive Covenants ("Rider") is made as of \_\_\_\_\_, 2022 by Grace Manor L.P., an Illinois limited partnership ("Borrower"), and City of Chicago, an Illinois municipal corporation ("Agency").

Whereas, Borrower has obtained financing from Merchants Capital Corporation ("Lender") for the benefit of the project known as Grace Manor ("Project"), which loan is secured by a Multi-Family Mortgage, Assignment of Leases and Rents and Security Agreement ("Security Instrument") dated as of \_\_\_\_\_ 1, 2022, and recorded in the Recorder's Office of Cook County, Illinois ("Records") on \_\_\_\_\_ as Document Number \_\_\_\_\_, and is insured by the United States Department of Housing and Urban Development ("HUD"); and

Whereas, Borrower has received from the Agency an agreement to reimburse Borrower or its affiliate, Grace at Jerusalem CDC, an Illinois not-for-profit corporation ("Grace"), for certain improvements from the proceeds of certain tax increment funds, which Agency has required certain restrictions be recorded against the Project; and

Whereas, Borrower, Grace, Agency and East Lake Management and Development Corporation, an Illinois corporation, shall enter into that certain Grace Manor Apartment Redevelopment Agreement ("Restrictive Covenants") with respect to the Project, as more particularly described in (Sub)Exhibit A attached hereto, dated as of \_\_\_\_\_, 2022 and to be recorded in the Records.

Whereas, HUD requires as a condition of its insuring Lender's financing to the Project, that the lien and covenants of the Restrictive Covenants be subordinated to the lien, covenants, and enforcement of the Security Instrument; and

Whereas, The Agency has agreed to subordinate the Restrictive Covenants to the lien of the Mortgage Loan in accordance with the terms of this Rider;

Now, Therefore, In consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(a) In the event of any conflict between any provision contained elsewhere in the Restrictive Covenants and any provision contained in this Rider, the provision contained in this Rider shall govern and be controlling in all respects as set forth more fully herein.

(b) The following terms shall have the following definitions:

"Code" means the Internal Revenue Code of 1986, as amended.

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

"HUD Regulatory Agreement" means the Regulatory Agreement between Borrower and HUD with respect to the Project, as the same may be supplemented, amended or modified from time to time.

"Lender" means Merchants Capital Corporation, its successors and assigns.

"Mortgage Loan" means the mortgage loan made by Lender to the Borrower pursuant to the Mortgage Loan Documents with respect to the Project.

"Mortgage Loan Documents" means the Security Instrument, the HUD Regulatory Agreement and all other documents required by HUD or Lender in connection with the Mortgage Loan.

"National Housing Act" means the National Housing Act of 1934, as amended.

"Program Obligations" has the meaning set forth in the Security Instrument.

"Residual Receipts" has the meaning specified in the HUD Regulatory Agreement.

"Security Instrument" means the mortgage or deed of trust from Borrower in favor of Lender, as the same may be supplemented, amended or modified.

"Surplus Cash" has the meaning specified in the HUD Regulatory Agreement.

(c) Notwithstanding anything in the Restrictive Covenants to the contrary, the provisions hereof are expressly subordinate to (i) the Mortgage Loan Documents, including without limitation, the Security Instrument, and (ii) Program Obligations (the Mortgage Loan Documents and Program Obligations are collectively referred to herein as the "HUD Requirements"). Borrower covenants that it will not take or permit any action that would result in a violation of the Code, HUD Requirements or Restrictive Covenants. In the event of any conflict between the provisions of the Restrictive Covenants and the provisions of the HUD Requirements, HUD shall be and remains entitled to enforce the

HUD Requirements. Notwithstanding the foregoing, nothing herein limits the Agency's ability to enforce the terms of the Restrictive Covenants, provided such terms do not conflict with statutory provisions of the National Housing Act or the regulations related thereto. The Borrower represents and warrants that to the best of Borrower's knowledge the Restrictive Covenants impose no terms or requirements that conflict with the National Housing Act and related regulations.

(d) In the event of foreclosure (or deed in lieu of foreclosure), the Restrictive Covenants (including without limitation, any and all land use covenants and/or restrictions contained herein) shall automatically terminate as to Borrower.

(e) Borrower and the Agency acknowledge that Borrower's failure to comply with the covenants provided in the Restrictive Covenants does not and shall not serve as a basis for default under the HUD Requirements, unless a default also arises under the HUD Requirements.

(f) Except for the Agency's reporting requirement, in enforcing the Restrictive Covenants the Agency will not file any claim against the Project, the Mortgage Loan proceeds, any reserve or deposit required by HUD in connection with the Security Instrument or HUD Regulatory Agreement, or the rents or other income from the property other than a claim against:

- i. Available surplus cash, if the Borrower is a for-profit entity;
- ii. Available distributions of surplus cash and residual receipts authorized for release by HUD, if the Borrower is a limited distribution entity; or
- iii. Available residual receipts authorized by HUD, if the Borrower is a non-profit entity;  
or
- iv. A HUD-approved collateral assignment of any HAP contract.

(g) For so long as the Mortgage Loan is outstanding, Borrower and Agency shall not further amend the Restrictive Covenants, with the exception of clerical errors or administrative correction of non-substantive matters, without HUD's prior written consent.

(h) Subject to the HUD Regulatory Agreement, the Agency may require the Borrower to indemnify and hold the Agency harmless from all loss, cost, damage and expense arising from any claim or proceeding instituted against Agency relating to the subordination and covenants set forth in the Restrictive Covenants, provided, however, that Borrower's obligation to indemnify and hold the Agency harmless shall be limited to available surplus cash and/or residual receipts of the Borrower.

Borrower:

('Signature Block for Borrower')

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 2020, ('Person signing on behalf of borrower'), ('Capacity of Person Signing on Behalf of Borrower'), 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 and delivered the said instrument as his free and voluntary act and the free and voluntary act of ('Name of Borrower'), for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Seal]

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

Agency:

('Name Of Agency For Restrictive Covenant')

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

Printed: \_\_\_\_\_

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

State of \_\_\_\_\_

County of \_\_\_\_\_

I, the undersigned, a notary public in and for the county and state aforesaid, do hereby certify that on this \_\_\_\_\_, \_\_\_\_\_, 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 and delivered the said instrument as his/her free and voluntary act and the free and voluntary act of ('Name of Agency for Restrictive Covenant') for the purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Seal]

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

[If Required By HUD, East Lake And Grace Will Provide Consents Related To This Rider.]  
This instrument was prepared by John W. Hamilton, Attorney-at-Law, Dinsmore & Shohl, LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204-4208.

*Exhibit "F".*  
(To Ordinance)

*Project Site.*

Legal Description:

Lots 1 through 9, both inclusive, in Block 1 in Tolford's Subdivision of the east 10 acres of the west half of the southeast quarter of Section 23, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Addresses:

3423 West Ogden Avenue;

3419 West Ogden Avenue;

3413 West Ogden Avenue;

3411 West Ogden Avenue;

3407 West Ogden Avenue;

3405 West Ogden Avenue; and

3401 West Ogden Avenue.

Property Index Numbers:

16-23-418-001-0000;

16-23-418-002-0000;

16-23-418-003-0000;

16-23-418-004-0000;

16-23-418-005-0000;

16-23-418-006-0000; and

16-23-418-007-0000.

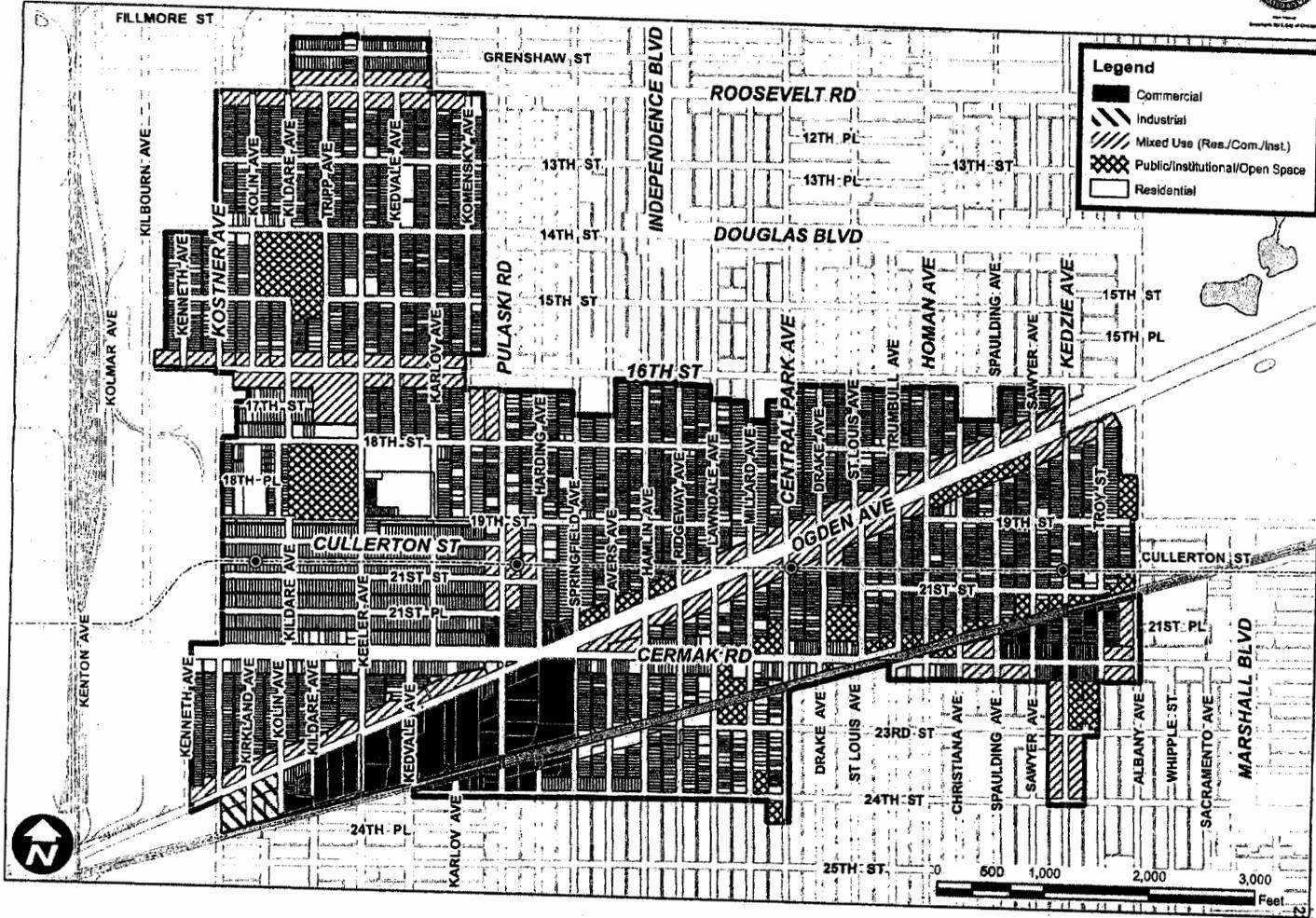
*Exhibit "G".*  
(To Ordinance)

*Amendment Number 1 To Ogden/Pulaski Tax Increment Financing  
Redevelopment Area Project And Plan.*

Figure 3 of (Sub)Exhibit V of the Ogden/Pulaski Tax Increment Financing Redevelopment Area Project and Plan shall be replaced in its entirety by the "Ogden/Pulaski TIF Land Use Plan (Revised April 21, 2022)" attached hereto as (Sub)Exhibit 1 and made a part hereof to change the use allowed for the Project Site from public/institutional/open space to mixed-use.

[(Sub)Exhibit 1 referred to in this Amendment Number 1 to the Ogden/Pulaski Tax Increment Financing Redevelopment Area Project and Plan printed on page 51719 of this *Journal*.]

**Ogden/Pulaski TIF  
Land Use Plan**  
(Revised April 21, 2022)



(Sub)Exhibit 1.  
(To Ogden/Pulaski Tax Increment Financing  
Redevelopment Area Project and Plan)

DECLARATION OF OFFICIAL INTENT TO ISSUE MULTI-FAMILY HOUSING REVENUE BONDS TO RBH CHICAGO PROJECT LLC FOR CONSTRUCTION OF TOWNHOUSES AND LOW-INCOME HOUSING AT 2620 W. HIRSCH ST.

[O2022-2353]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance regarding the authority to issue multi-family revenue bonds to RBH Chicago Project LLC for construction of townhouses and low-income housing development at 2620 West Hirsch Street, located in the 1<sup>st</sup> Ward (O2022-2353), 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 viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

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

WHEREAS, RBH Chicago Project LLC, an Illinois limited liability company (the "Borrower"), of which a to-be-formed limited liability company owned by Ron Beit or an affiliate is anticipated to be the managing member, intends to acquire certain property located generally at 2620 West Hirsch Street in the City (the "Property"); and

WHEREAS, The Borrower has proposed the construction of 5 townhouses and rehabilitation of an existing elementary school building into low-income housing development project for teachers with certain common areas, associated parking spaces, other building amenities and commercial and retail spaces on the Property (the "Project"); and

WHEREAS, The Project is expected to be financed in whole or in part with the proceeds of the hereinafter defined Bonds; and

WHEREAS, The Borrower has requested that the City issue multi-family housing revenue bonds, notes or other indebtedness in an amount not to exceed Eighteen Million Dollars (\$18,000,000) (the "Bonds") for the purpose of financing all or a portion of the Project costs, including but not limited to the costs incurred in connection with the issuance of the Bonds; and

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

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

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

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

SECTION 2. The City reasonably expects to issue the Bonds and lend the proceeds thereof ("Bond Proceeds") to the Borrower, or to another entity affiliated with, related to, or with overlapping ownership interests in the Borrower, for the purpose of financing a portion of the Project costs, including but not limited to the costs incurred in connection with the

issuance of the Bonds, subject to the City and the Borrower agreeing to the terms and conditions necessary to issue the Bonds and further approval by the City Council of the City. The maximum principal amount of Bonds which the City intends to issue for the Project will not exceed Eighteen Million Dollars (\$18,000,000).

SECTION 3. Certain Eligible Project Costs will be incurred by the Borrower and/or an entity affiliated with or related to the Borrower in connection with the Project prior to the issuance of the Bonds. The City reasonably expects to reimburse original expenditures (as such term is defined in the Treasury Regulations) incurred as Eligible Project Costs with Bond Proceeds.

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

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

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

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

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

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**INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR  
PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS FOR  
VARIOUS IMPROVEMENTS AT TOUHY HERBERT PARK, 2106 W. ADAMS ST.  
[O2022-2345]**

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance regarding the authority to enter into and execute an intergovernmental agreement with the Chicago Park District for tax-increment financing

(TIF) funds for ball field and landscape improvements, new water feature, playground modernization and other site improvements at Touhy Herbert Park, located at 2106 West Adams Street, in the 27<sup>th</sup> Ward (O2022-2345), in the amount of \$3,500,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman 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:

Touhy Herbert Park.

## 2. Property:

2106 West Adams Street  
Chicago, Illinois 60612.

## 3. Project:

Ballfield and landscape improvements, new water feature and modernization of the playground. Site improvements to include the removal of the existing comfort station structure and the development of a new entry plaza. Additional amenities including lighting, benches, drinking fountain and pathway paving will be added throughout the park.

## 4. Amount Of Redevelopment Area Increment:

Not to exceed \$3,500,000.

## 5. Project Budget:

Sources	Amount
Central West TIF	\$3,500,000
Total:	\$3,500,000
Uses	Amount
Ballfield and landscape improvements	\$1,000,000
Playground and water play feature improvements	800,000
Picnic grove improvements	350,000

Site amenities including benches, lighting, paving, drinking fountain, entry	850,000
Building demolition and site renewal	500,000
Total:	\$3,500,000

6. TIF-Funded Improvements:

Ballfield and landscape improvements, new water feature and modernization of the playground. Site improvements to include the removal of the existing comfort station structure and the development of a new entry plaza. Additional amenities including lighting, benches, drinking fountain and pathway paving will be added throughout the Park.

7. Redevelopment Area:

Central West.

8. Date of adoption and *Journal* page numbers of TIF Ordinances (including any amendments):

Under ordinances adopted on February 16, 2000, and published in the *Journal of the Proceedings* (the "*Journal*") of the City Council of the City of Chicago (the "City Council") for such date at pages 25276 through 25431, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Central West Redevelopment Project Area; (ii) designated the Central West Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Central West Redevelopment Project Area. The Plan was amended by ordinance(s) adopted on March 12, 2008, September 8, 2011, February 10, 2016 and October 31, 2018.

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INTERGOVERNMENTAL AGREEMENT WITH CHICAGO PARK DISTRICT FOR PROVISION OF TAX-INCREMENT FINANCING ASSISTANCE FUNDS FOR VARIOUS IMPROVEMENTS AT GOMPERS PARK, 4222 W. FOSTER AVE.

[O2022-2344]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance regarding the authority to enter into and execute an intergovernmental agreement with the Chicago Park District for allocation of tax-increment financing (TIF) funds for locker room reconstruction at Gompers Park, located at 4222 West Foster Avenue in the 39<sup>th</sup> Ward (O2022-2344), in the amount of \$1,250,000, 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 viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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:

Gompers Park.

2. Property:

4222 West Foster Avenue  
Chicago, Illinois 60630.

3. Project:

Reconstruction of the lower-level locker rooms. Renovation of the lower-level facilities will create full access to the showers, lockers and restrooms. Site work will also improve the connection to the outdoor pool area.

4. Amount Of Redevelopment Area Increment:

Not to exceed \$1,250,000.

5. Project Budget:

Sources	Amount
Foster/Edens TIF	\$1,250,000
Total:	\$1,250,000

Uses	Amount
Lower-level locker room, showers and restrooms reconstruction and facility access improvements	\$ 950,000
Outdoor site access improvements	300,000
Total:	\$1,250,000

6. TIF-Funded Improvements:

Reconstruction of the lower-level locker rooms. Renovation of the lower-level facilities will create full access to the showers, lockers and restrooms. Site work will also improve the connection to the outdoor pool area.

7. Redevelopment Area:

Foster/Edens.

8. Date Of Adoption And *Journal* Page Numbers Of TIF Ordinances (including any amendments):

Under ordinances adopted on February 28, 2018, and published in the *Journal of the Proceedings* (the "*Journal*") of the *City Council of the City of Chicago* (the "City Council") for such date at pages 66131 through 66201, the City Council: (i) approved a redevelopment plan and project (the "Plan") for the Foster/Edens Redevelopment Project Area; (ii) designated the Foster/Edens Redevelopment Project Area as a "redevelopment project area" within the requirements of the Act; and (iii) adopted tax increment financing for the Foster/Edens Redevelopment Project Area.

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REDEVELOPMENT AGREEMENT WITH AND ISSUANCE OF VARIOUS FINANCIAL ASSISTANCE FUNDS TO AUSTIN UNITED ALLIANCE DEVELOPMENT COMPANY LLC FOR CONSTRUCTION OF MIXED-INCOME HOUSING AT 5204 -- 5224 W. CHICAGO AVE.

[O2022-2978]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration a communication recommending a proposed ordinance concerning a tax increment financing developer designation and redevelopment agreement, the conveyance of a City-owned parcel, and the issuance of a Department of Housing loan or grant agreement to Austin United Alliance Development Company L.P., for construction of mixed-income housing located at 5204 -- 5224 West Chicago Avenue, in the 37<sup>th</sup> Ward (O2022-2978), in a TIF amount up to \$12,900,000 and Department of Housing loan/grant amount up to \$10,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

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

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

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

WHEREAS, DOH has preliminarily reviewed and approved the making of a loan to Austin United Alliance L.P., an Illinois limited partnership (the "Borrower"), of which Austin United Alliance GP LLC, an Illinois limited liability company, is the general partner, in an amount not to exceed \$10,000,000 (the "Loan"), to be funded from Multi-Family Program Funds and/or CRP proceeds, pursuant to the terms and conditions set forth in Exhibit A attached hereto and made a part hereof; and

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

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

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

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

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

WHEREAS, The Borrower and its affiliates have submitted a proposal to the Department of Planning and Development ("DPD") for the City to sell the Disposition Parcel, which has an appraised fair market value of \$28,000, for \$1, to the Borrower or an affiliated entity approved by the Authorized Officer (as defined below) to redevelop the Disposition Parcel into a facility with approximately 78 rental units, all in accordance with the Plan (as further defined on Exhibit A, the "Project"); and

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

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

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

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

WHEREAS, The Borrower and Heartland Housing, Inc., an Illinois not-for-profit corporation ("Heartland", and together with the Borrower, the "Developer"), have proposed to undertake the Project pursuant to the terms and conditions of a proposed redevelopment agreement to be executed by Developer and the City to be financed in part by a portion of Incremental Taxes, if any, deposited in the TIF Fund pursuant to Section 5/11-74.4-8(b) of the Act; and

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

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

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

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

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

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

SECTION 5. The Commissioner of DPD or a designee of the Commissioner of DPD are each hereby authorized, with the approval of the Corporation Counsel as to form and legality, to negotiate, execute and deliver a redevelopment agreement between the Borrower, Heartland and the City substantially in the form attached hereto as Exhibit B and made a part hereof (the "Redevelopment Agreement"), and such other supporting documents as may be necessary to carry out and comply with the provisions of the Redevelopment Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Redevelopment Agreement.

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

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

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

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

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

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

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

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

*Exhibit "A".*  
(To Ordinance)

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

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

Loan: Source: Multi-Family Program Funds and/or CRP proceeds not to exceed \$10,000,000.

Amount: Not to exceed \$10,000,000.

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

Interest: Zero percent (0%) per annum or such other rate (not to exceed 15 percent per annum) that is acceptable to the Authorized Officer.

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

Financing:

1. Senior Loan:

Amount: Not to exceed \$5,900,000, or such other amount acceptable to the Authorized Officer.

Term: Not to exceed 30 years plus construction term or such other term that is acceptable to the Authorized Officer.

Source: An entity acceptable to the Authorized Officer.

Interest: 5.6 percent per annum or such other term that is acceptable to the Authorized Officer.

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

2. Bridge Loan:

Amount: Not to exceed \$30,000,000, or such other amount acceptable to the Authorized Officer.

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

Source: An entity acceptable to the Authorized Officer.

Interest: Not to exceed 5.15 percent per annum or such other term that is acceptable to the Authorized Officer.

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

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

Proceeds: Approximately \$14,250,000 or such other amount acceptable to the Authorized Officer.

Source: To be derived from the syndication of \$1,500,000 (annually) LIHTC allocation by the City.

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

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

Source: Incremental Taxes from Austin Commercial TIF Area.

5. Energy Grant:

Amount: Approximately \$206,001 or such other amount acceptable to the Authorized Officer.

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

6. GP Equity:

Amount: \$100.

*Exhibit "B".*  
(To Ordinance)

*Austin United Alliance Development Company LLC Redevelopment Agreement.*

This Austin United Alliance Development Company, LLC Redevelopment Agreement (this "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_, by and between the City of Chicago, an Illinois municipal corporation (the "City"), through its Department of Planning and Development ("DPD"), and Austin United Alliance, LP, an Illinois limited partnership (the "Borrower"), and Heartland Housing, Inc., an Illinois not-for-profit corporation ("Heartland" and collectively with the Borrower, the "Developer").

RECITALS

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

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

C. City Council Authority: To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances: (1) on September 27, 2007, "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Austin Commercial TIF Redevelopment Project Area" (as amended by an ordinance adopted by City Council on April 9, 2008, the "Plan Adoption Ordinance"); (2) on September 27, 2007, "An Ordinance of the City of Chicago, Illinois Designating the Austin Commercial TIF Redevelopment Project Area as a Redevelopment Project Area Pursuant to the Tax Increment Allocation Redevelopment Act"; (3) on September 27, 2007, "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Austin Commercial TIF Redevelopment Project Area" (the "TIF Adoption Ordinance"); (4) on April 9, 2008, "An Ordinance of the City of Chicago, Illinois Amending the Austin Commercial TIF Redevelopment Plan and Project" (the "1<sup>st</sup> Plan Amendment") (items(1)-(4) collectively referred to herein as the "TIF Ordinances"). The redevelopment project area referred to above (the "Redevelopment Area") is legally described in Exhibit A hereto.

D. The Project: Borrower intends to purchase from third parties (the "Acquisition") certain property located within the Redevelopment Area at 5206 and 5220-24 West Chicago Avenue, Chicago, Illinois 60651 and legally described on Exhibit B hereto (the "Third Party Property"), and that certain real property commonly known as 5206 West Chicago Avenue, Chicago, Illinois (Permanent Index No. 16-04-331-037-0000) which is also located within the Redevelopment Area but is owned by the City (the "Disposition Parcel"; the Disposition Parcel, together with the Third Party Parcel, the "Property"). The City has agreed to sell to Developer the Disposition Parcel, which has an appraised fair market value of \$28,000, for \$1, and within the time frames set forth in Section 3.01 hereof, Developer shall commence and complete construction of a 6-story, 78-unit, mixed income apartment building (the "Facility") thereon. The Facility shall include 37 one-bedroom, 36 two-bedroom and 5 three-bedroom apartments. Sixty of the units in the Facility will be affordable for Low Income Families. The Facility and related improvements (including but not limited to those TIF-Funded Improvements as defined below and set forth on Exhibit C) are collectively referred to herein as the "Project." The completion of the Project would not reasonably be anticipated without the financing contemplated in this Agreement.

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

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

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

#### SECTION 1. RECITALS, HEADINGS AND EXHIBITS

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

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

## SECTION 2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Hazardous Building Material Survey" shall include (but is not limited to) asbestos and lead-based paint survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, mold, or any other materials that may require special handling or disposal during or after demolition.

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

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

"IEPA" shall mean the Illinois Environmental Protection Agency.

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

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

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

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

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

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

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

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

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

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

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

"Other Regulated Material" means any Waste, Contaminant, material meeting 35 IAC Part 742.305, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"SRP Documents" means all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the Comprehensive

Site Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report and any and all related correspondence, data and other information prepared by either party pursuant to Section 11.

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

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

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

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

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

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

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

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

"Title Company" shall mean [\_\_\_\_\_].

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

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

"Waste" means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to,

construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

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

### SECTION 3. THE PROJECT

3.01 The Project. With respect to the Facility, Developer shall, pursuant to the Plans and Specifications and subject to the provisions of Section 18.17 hereof: (i) commence construction no later than [\_\_\_\_\_, 2022]; and (ii) complete construction and conduct business operations therein no later than [\_\_\_\_\_, 2023].

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 Thirty Nine Million Three Hundred Eighty Nine Thousand Seven Hundred Ninety Six Dollars (\$39,389,796). Developer hereby certifies to the City that (a) the City Funds, together with Lender Financing and Equity described in Section 4.02 hereof, shall be sufficient to complete the Project Developer hereby certifies to the City that (a) it has Lender Financing and Equity in an amount sufficient to pay for all Project costs; and (b) the Project Budget is true, correct and complete in all material respects. Developer shall promptly deliver to DPD certified copies of any Change Orders with respect to the Project Budget for approval pursuant to Section 3.04 hereof.

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

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

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

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

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

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

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

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

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

#### SECTION 4. FINANCING

4.01 Total Project Cost and Sources of Funds. The cost of the Project is estimated to be \$39,389,796, to be applied in the manner set forth in the Project Budget. Such costs shall be funded from the following sources:

Equity (subject to <u>Sections 4.03(b) and 4.06</u> )	\$[14,250,000]
Senior Loan	\$[5,255,000]
City of Chicago Loan	\$[6,778,695]
Estimated City Funds (subject to <u>Section 4.03</u> )	\$12,900,000
Loan of ComEd Energy Grant	\$[ 206,001]
General Partner Equity	\$ 100
 ESTIMATED TOTAL	 \$[39,389,796]

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

4.03 City Funds.

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

(b) Sources of City Funds. Subject to the terms and conditions of this Agreement, including but not limited to this Section 4.03 and Section 5 hereof, the City hereby agrees to provide up to \$12,900,000 in City funds from Incremental Taxes (the "City Funds") to pay directly, or reimburse Developer for, the costs of the TIF-Funded Improvements, provided, however, that the total amount of City Funds expended for TIF-Funded Improvements shall be an amount not to exceed the lesser of Twelve Million Nine Hundred Thousand Dollars (\$12,900,000) or thirty-two percent (32%) of the actual total Project costs, and provided further, that the \$12,900,000 to be derived from Incremental Taxes shall be available to pay costs related to TIF-Funded Improvements and allocated by the City for that purpose only so long as the amount of the Incremental Taxes deposited into the TIF Fund shall be sufficient to pay for such costs. In the event that such conditions are not fulfilled, the amount of Equity to be contributed by Developer pursuant to Section 4.01 hereof shall increase proportionately. City acknowledges that City Funds may be used by Developer to make a loan to Borrower to pay or reimburse Borrower or Borrower's construction lender for the costs of TIF-Funded Improvements.

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

party or person that is senior or superior to the pledge of Incremental Taxes to Developer hereunder.

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

4.05 Treatment of Prior Expenditures and Subsequent Disbursements.

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

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

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

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

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

on the Project, and/or their payees;

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

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

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

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

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

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

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

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

SECTION 5. CONDITIONS PRECEDENT

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

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

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

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

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

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

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

Jurisdiction	Searches
Secretary of State	UCC, Federal tax

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

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

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

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

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

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

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

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

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

Developer has provided to the City an EDS, dated as of the Closing Date, which is incorporated by reference, and Developer further will provide any other affidavits or certifications as may be required by federal, state or local law in the award of public contracts, all of which

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

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

## SECTION 6. AGREEMENTS WITH CONTRACTORS

### 6.01 Intentionally Omitted.

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

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

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

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

with the TIF-Funded Improvements shall be provided to DPD within five (5) business days of the execution thereof.

## SECTION 7. COMPLETION OF CONSTRUCTION OR REHABILITATION

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

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

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

Those covenants specifically described at Sections 8.02, 8.06, 8.19 as covenants that run with the land are the only covenants in this Agreement intended to be binding upon any transferee of the Property (including an assignee as described in the following sentence) throughout the Term of the Agreement notwithstanding the issuance of a Certificate; provided, that upon the issuance of a Certificate, the covenants set forth in Section 8.02 shall be deemed to have been fulfilled. The other executory terms of this Agreement that remain after the issuance of a Certificate shall be binding only upon Developer or a permitted assignee of Developer who, pursuant to Section 18.15 of this Agreement, has contracted to take an assignment of Developer's rights under this Agreement and assume Developer's liabilities hereunder.

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

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

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

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

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

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

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

(a) Borrower is an Illinois limited partnership duly organized, validly existing, qualified to do business in Illinois, and licensed to do business in any other state where, due to the nature of its activities or properties, such qualification or license is required; and Heartland is an Illinois not-for-profit corporation duly organized, validly existing, qualified to do business in Illinois and licensed to do business in any other state where, due to the nature of its activities or properties such qualification or license is required;

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

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

(d) unless otherwise permitted or not prohibited pursuant to or under the terms of this Agreement, Borrower shall acquire and shall maintain during the Term good, indefeasible and merchantable fee simple title to the Property (and all improvements thereon) free and clear of all

liens (except for the Permitted Liens, Lender Financing as disclosed in the Project Budget and non-governmental charges that Developer is contesting in good faith pursuant to Section 8.15 hereof);

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

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

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

(h) Neither Borrower nor Heartland is in default with respect to any indenture, loan agreement, mortgage, deed, note or any other agreement or instrument related to the borrowing of money to which either such party is a party or by which either such party is bound;

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

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

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

(l) No party comprising Developer has made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with the Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into the Agreement or any City Contract with Developer in violation of Chapter 2-156-120 of the Municipal Code;

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

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

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

(p) Intentionally omitted.;

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

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

**8.02 Covenant to Redevelop.** Upon DPD's approval of the Project Budget, the Scope Drawings and Plans and Specifications as provided in Sections 3.02 and 3.03 hereof, and Developer's receipt of all required building permits and governmental approvals, Developer shall redevelop the Property in accordance with this Agreement and all Exhibits attached hereto, the TIF Ordinances, the Scope Drawings, Plans and Specifications, Project Budget and all

amendments thereto, and all federal, state and local laws, ordinances, rules, regulations, executive orders and codes applicable to the Project, the Property and/or Developer. The covenants set forth in this Section shall run with the land and be binding upon any transferee, but shall be deemed satisfied upon issuance by the City of a Certificate with respect thereto.

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

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

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

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

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

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

8.09 Prevailing Wage. Developer covenants and agrees to pay, and to contractually obligate and cause the General Contractor and each subcontractor to pay, the prevailing wage rate as ascertained by the Illinois Department of Labor (the "Department"), to all Project employees. All such contracts shall list the specified rates to be paid to all laborers, workers and

mechanics for each craft or type of worker or mechanic employed pursuant to such contract. If the Department revises such prevailing wage rates, the revised rates shall apply to all such contracts. Upon the City's request, Developer shall provide the City with copies of all such contracts entered into by Developer or the General Contractor to evidence compliance with this Section 8.09.

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

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

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

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

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

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

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

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

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

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

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

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

**8.19 Real Estate Provisions.**

**(a) Governmental Charges.**

(i) **Payment of Governmental Charges.** Developer agrees to pay or cause to be paid when due all Governmental Charges (as defined below) which are assessed or imposed upon Developer, the Property or the Project, or become due and payable, and

which create, may create, a lien upon Developer or all or any portion of the Property or the Project. "Governmental Charge" shall mean all federal, State, county, the City, or other governmental (or any instrumentality, division, agency, body, or department thereof) taxes, levies, assessments, charges, liens, claims or encumbrances relating to Developer, the Property or the Project including but not limited to real estate taxes.

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

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

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

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

(c) Real Estate Taxes.

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

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

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

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

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

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

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

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

8.23. FOIA and Local Records Act Compliance.

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

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

(c) Local Records Act. The Developer acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et. seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local

Records Act. If requested by the City, the Developer covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act

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

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

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

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

(d) As used in this Section 8.25, the following terms has the following meanings:

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

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

(e) The covenants set forth in this Section 8.25 shall run with the land and be binding upon any transferee.

(f) The City and Developer may enter into a separate agreement to implement the provisions of this Section 8.25.

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

Section 7 hereof upon the issuance of a Certificate) shall be in effect throughout the Term of the Agreement.

#### SECTION 9. COVENANTS/REPRESENTATIONS/WARRANTIES OF CITY

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

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

#### SECTION 10. DEVELOPER'S EMPLOYMENT OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the Commissioner of DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an

employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION 11. ENVIRONMENTAL MATTERS

### 11.01. Environmental Due Diligence.

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

(b) The Phase I ESAs, dated January 31, 2022 and February 1, 2022, identified Recognized Environmental Conditions ("RECs") and the Developer performed a Limited Phase II

ESA to ascertain the presence of any environmental impacts that may be associated with the RECs

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

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

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

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

(f) The Developer completed a Comprehensive Site Investigation Report/Remediation Objectives Report/Remedial Action Plan ("CSIR/ROR/RAP") in July 2022 and has enrolled the Property in the IEPA SRP effective July 27, 2022. Pursuant to IEPA review, additional Phase II ESA sampling may be required for the Property. Any Underground Storage Tanks (USTs) identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734. The Developer acknowledges and agrees that it may not commence construction on the Property until the IEPA issues a RAP Approval Letter for the Property.

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

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

11.03. Environmental Remediation.

(a) Upon receipt of the RAP Approval Letter for the Property, the Developer covenants and agrees to complete all Remediation Work necessary to obtain a Final NFR Letter using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents and any changes thereto, and the Developer's estimate of the cost to perform the Remediation Work. The Developer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The Developer shall bear sole responsibility for all aspects of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property including, but not limited to, the removal of soil exceeding residential remediation objectives as determined by 35 Ill. Adm. Code Part 742, demolition debris, and the removal or treatment of Hazardous Substances or Other Regulated Material. In addition, the Developer shall remove and close any identified underground storage tanks ("USTs") in accordance with applicable regulations, including 41 Ill. Adm. Code Part 175, and shall properly address any identified leaking USTs in accordance with 35 Ill. Adm. Code Part 734. The Developer shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including, without limitation, any written communications delivered to or received from the IEPA or other regulatory agencies. The Developer acknowledges and agrees that the City will not permit occupancy for the Property until the IEPA has issued, the City has approved, and the Developer has recorded with the Office of the Clerk of Cook County, Illinois, Recordings Division, a Final Comprehensive Residential NFR Letter for the Property, which approval shall not be unreasonably withheld. If the Developer fails to obtain the Final Comprehensive Residential NFR Letter within six (6) months of the submission of the RACR to the IEPA, then the City shall have the right to record a notice of default of this Agreement against the Property. The Developer must abide by the terms and conditions of the final Comprehensive Residential NFR letter.

(b) Upon the later to occur of (i) the City's issuance of the Certificate, and (ii) the Developer's recording with the Office of the Recorder of Deeds for Cook County, Illinois, a Final NFR letter for the Property, the Developer shall submit a written request to DPD for the return of

the Environmental Performance Deposit. The City will cause the return the Environmental Performance Deposit plus all accrued interest within ninety (90) days of its receipt of such request.

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

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

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

11.06. Release Runs with the Property. The covenant of release in Section 11.05 above shall run with the Property and shall be binding upon all successors and assigns of the Developer with respect to the Property, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through the Developer following the date of the Deed. The Developer acknowledges and agrees that the foregoing covenant of release

constitutes a material inducement to the City to enter into this Agreement, and that, but for such release, the City would not have agreed to convey the Property to the Developer. It is expressly agreed and understood by and between the Developer and the City that, should any future obligation of the Developer or Developer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, the Developer and any of the Developer Parties shall not assert that those obligations must be satisfied in whole or in part by the City, because Section 11.05 contains a full, complete and final release of all such claims.

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

#### SECTION 11A. SALE AND PURCHASE OF PROPERTY

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

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

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

(c) Covenants Running with the Land. The conveyance of the Disposition Parcel from the City to Borrower shall be subject to the following covenants, which shall run with the land and be binding on Borrower and its successors and assigns to the fullest extent permitted by law and equity for the benefit and in favor of the City, and shall be enforceable by the City:

- (i) The Developer shall use the Disposition Parcel in compliance with the Redevelopment Plan.
- (ii) The Developer shall obtain planned development approval for any development on the Disposition Parcel.

- (iii) Borrower shall not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion: (A) directly or indirectly sell, transfer, convey, lease or otherwise dispose of all or any portion of the Disposition Parcel or any interest therein; or (B) directly or indirectly assign its right under the fully-executed Redevelopment Agreement to acquire the Disposition Parcel from the City (the "Disposition Parcel Purchase Right"). The Developer acknowledges and agrees that DPD may withhold its consent under (A) or (B) above if, among other reasons, the sale or transfer price is less than fair market value.
  - (iv) The Developer may not, without the prior written consent of DPD, which consent shall be in DPD's sole discretion, engage in any financing or other transaction, other than Lender Financing and any mortgage lien securing any Lender Financing, which would create an encumbrance or lien on the Disposition Parcel except as otherwise permitted herein.
  - (v) The Developer shall obtain a Final Comprehensive Residential No Further Remediation Letter from the Illinois Environmental Protection Agency approving the use of the Disposition Parcel or any applicable portion thereof for the Project ("Final NFR Letter") and comply with all land use restrictions, institutional controls and other terms and conditions contained in the Final NFR Letter.
  - (vi) The Developer shall not discriminate on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, or source of income in the sale, lease, rental, use or occupancy of the Disposition Parcel or the Project or any part thereof.
- (d) Title and Survey. The Developer shall, no later than thirty (30) days prior to the Closing Date obtain at its expense and deliver to the City a Survey of the Disposition Parcel and a commitment for an owner's policy of title insurance in the name of the Borrower issued by the Title Company (the "Title Commitment") in an amount not less than the fair market value. The Developer shall be solely responsible for and shall pay all costs associated with updating the Title Commitment (including all search, continuation and later-date fees), and obtaining the Title Policy and any endorsements. The City shall have no obligation to cure title defects; provided, however, if there are exceptions for general real estate taxes due or unpaid prior to the Closing Date with respect to the Disposition Parcel or liens for such unpaid Disposition Parcel taxes, the City shall, as applicable, request that the County void the unpaid taxes as provided in Section 21-100 of the Disposition Parcel Tax Code, 35 ILCS 200/21-100, or file an application for a Certificate of Error with the Cook County Assessor, or file a tax injunction suit or petition to vacate a tax sale in the Circuit Court of Cook County. If, after taking the foregoing actions and diligently pursuing same, the Disposition Parcel remains subject to any tax liens, or if the Disposition Parcel is encumbered with any other exceptions that would adversely affect the use and insurability of the Disposition Parcel for the development of the Project, Borrower shall, as its sole remedy, have the option to either (i) proceed with the purchase subject to all defects and exceptions, or (ii) terminate its right to purchase under this Section 11A, whereupon such Purchase Right shall be null and void and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder with respect to the Disposition Parcel. If Borrower elects not to terminate its

Disposition Parcel Purchase Right pursuant to this Section 11A(d), Borrower agrees to accept title subject to all exceptions.

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

(f) "AS IS" SALE. THE CITY MAKES NO COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, AS TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE DISPOSITION PARCEL OR THE SUITABILITY OF THE DISPOSITION PARCEL FOR ANY PURPOSE WHATSOEVER. BORROWER ACKNOWLEDGES THAT IT HAS HAD OR WILL HAVE ADEQUATE OPPORTUNITY TO INSPECT AND EVALUATE THE STRUCTURAL, PHYSICAL AND ENVIRONMENTAL CONDITION AND RISKS OF THE DISPOSITION PARCEL AND ACCEPTS THE RISK THAT ANY INSPECTION MAY NOT DISCLOSE ALL MATERIAL MATTERS AFFECTING THE DISPOSITION PARCEL. BORROWER AGREES TO ACCEPT THE DISPOSITION PARCEL IN ITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS" CONDITION AT CLOSING, WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THE CITY HAS NOT MADE AND DOES NOT MAKE ANY COVENANT, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, OR GIVE ANY INDEMNIFICATION OF ANY KIND TO BORROWER, WITH RESPECT TO THE STRUCTURAL, PHYSICAL OR ENVIRONMENTAL CONDITION OF THE VALUE OF THE DISPOSITION PARCEL, ITS COMPLIANCE WITH ANY STATUTE, ORDINANCE OR REGULATION, OR ITS HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. BORROWER ACKNOWLEDGES THAT IT IS RELYING SOLELY UPON ITS OWN INSPECTION AND OTHER DUE DILIGENCE ACTIVITIES AND NOT UPON ANY INFORMATION (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL STUDIES OR REPORTS OF ANY KIND) PROVIDED BY OR ON BEHALF OF THE CITY OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO. BORROWER AGREES THAT IT IS ITS SOLE RESPONSIBILITY AND OBLIGATION TO PERFORM AT ITS EXPENSE ANY ENVIRONMENTAL REMEDIATION WORK AND TAKE SUCH OTHER ACTION AS IS NECESSARY TO PUT THE DISPOSITION PARCEL IN A CONDITION WHICH IS SUITABLE FOR ITS INTENDED USE.

## SECTION 12. INSURANCE

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) All Risk Property

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

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

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

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

(iii) Automobile Liability (Primary and Umbrella)

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

(iv) Railroad Protective Liability

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

(v) All Risk /Builders Risk

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

(vi) Professional Liability

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

(vii) Valuable Papers

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

(viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Developer must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are

renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

(c) Post Construction:

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

(d) Other Requirements:

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

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

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

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

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

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

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

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

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

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

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

### SECTION 13. INDEMNIFICATION

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

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

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

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

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

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

#### SECTION 14. MAINTAINING RECORDS/RIGHT TO INSPECT

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

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

#### SECTION 15. DEFAULT AND REMEDIES

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

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

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

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

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

including any fixtures now or hereafter attached thereto, other than the Permitted Liens, or the making or any attempt to make any levy, seizure or attachment thereof;

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

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

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

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

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

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

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

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

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

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

Upon the occurrence of an Event of Default because of failure to comply with Section 8.22, Sustainable Development, the City's remedy shall be the right to seek reimbursement of \$250,000 in City Funds from Developer. Notwithstanding the foregoing, if the City Funds paid upon Certificate issuance were reduced by \$250,000 due to anticipated failure to achieve EGC Certification as described in Section 4.03(b), then the City shall not have the right to seek reimbursement of an additional \$250,000.

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

## SECTION 16. MORTGAGING OF THE PROJECT

All mortgages or deeds of trust in place as of the date hereof with respect to the Property or any portion thereof are listed on Exhibit G hereto (including but not limited to mortgages made prior to or on the date hereof in connection with Lender Financing) and are referred to herein as the "Existing Mortgages." Any mortgage or deed of trust that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof is referred to herein as a "New Mortgage." Any New Mortgage that Developer may hereafter elect to execute and record or permit to be recorded against the Property or any portion thereof with the prior written consent of the City is referred to herein as a "Permitted Mortgage." It is hereby agreed by and between the City and Developer as follows:

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

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

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

SECTION 17. NOTICE

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

<p><b>If to the City:</b></p> <p>City of Chicago                  Department of Planning and Development                  121 North LaSalle Street, Room 1000                  Chicago, Illinois 60602                  Attention: Commissioner</p>	<p><b>If to Developer:</b></p> <p>Austin United Alliance Development Company, LLC                  208 South LaSalle, Suite 1300                  Chicago, Illinois 60604                  Attention: _____</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>Applegate &amp; Thorne-Thomsen                  425 S. Financial Place, Suite 1900                  Chicago, Illinois 60605                  Attention: Greg C. Whitehead</p>
	<p><b>And to the Investor:</b></p> <p>Cinnaire Assignment Company LLC                  c/o Property Stabilization, Inc.                  1118 South Washington                  Lansing, MI 48910                  Attention: Brett S. Oumedian</p> <p>and to:</p> <p>Kutak Rock LLP                  1650 Farnam Street                  Omaha, NE 68102                  Attention: Asher R. Ball, Esq.</p>

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

## SECTION 18. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

18.14 Assignment. Except as permitted in Section 15.01(k), Developer may not sell, assign or otherwise transfer its interest in this Agreement in whole or in part without the written consent of the City. Any successor in interest to Developer under this Agreement shall certify in writing to the City its agreement to abide by all remaining executory terms of this Agreement, including but not limited to Sections 8.19 Real Estate Provisions and 8.23 (Survival of Covenants) hereof, for the Term of the Agreement. Developer consents to the City's sale, transfer, assignment or other disposal of this Agreement at any time in whole or in part.

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

18.16 Force Majeure. Neither the City nor Developer nor any successor in interest to either of them shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not

limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

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

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

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

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

Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

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

AUSTIN UNITED ALLIANCE, LP, an Illinois limited partnership

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

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

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

HEARTLAND HOUSING, INC.

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

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

By: \_\_\_\_\_  
Maurice Cox, Commissioner

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

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

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

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

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

**[(Sub)Exhibits "A", "D", "E", "F", "I", "K" and "L" referred to in this Austin United Alliance Development Company LLC Redevelopment Agreement unavailable at time of printing.]**

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

*(Sub)Exhibit "B".*

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

*Property.*

[Subject to Survey and Title Insurance]

*(Sub)Exhibit "C".*

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

*TIF-Funded Improvements.*

Category	Project Budget Amount*	Percent TIF Eligible***	TIF Eligible Cost**
TIF-Eligible Land Acquisition	\$ 220,001	100 percent	\$ 215,001
Public Works or Site Improvements	2,344,367	50 percent	--
Affordable Housing Unit Hard Costs	25,077,395	50 -- 100 percent	11,686,795
Environmental Remediation	271,700	100 percent	247,000
Eligible soft costs related to construction			
Eligible Professional Fees	2,063,870	50 percent	617,635
Relocation	00	100 percent	--
Developer Fee	2,111,512	50 percent	823,490
TOTAL:			\$13,589,921

---

\* With the exception of Land, Project Budget amounts above are based upon 78 percent affordable units.

\*\* Notwithstanding the total of TIF eligible costs, the TIF assistance to be provided by the City is limited to the amount described in Section 4.03 and shall not exceed \$12,900,000 or 32 percent of the Project Budget.

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

*(Sub)Exhibit "G".*

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

*Permitted Liens.*

## 1. Liens or encumbrances against the Property:

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

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

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

*(Sub)Exhibit "H-1".*

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

*Project Budget.*

Uses	Amount
Land Acquisition	\$ 220,001
<b>Hard Costs</b>	
Construction	30,900,754
Construction Contingency	1,519,703
Total Hard Costs:	\$32,420,457
<b>Soft Costs</b>	
Architect	825,000
Engineering	675,000

Loan Origination	166,845
Legal Fees	270,000
Marketing Fees	65,000
Environmental Reports	21,570
Reserves	657,010
Tax Credit Issuer Fees	75,000
Developer Fee	2,111,512
Other soft costs	1,882,401
Total Soft Costs:	\$ 6,749,338
Total Development Costs:	\$39,389,796

*(Sub)Exhibit "H-2".*

(To Austin United Alliance Development Company LLC Redevelopment Agreement)

*MBE/WBE Budget.*

**MBE/WBE Budget**

Project Hard Costs	[\$29,806,140.00]
Project Soft Costs (Architecture, Engineering, Soil testing)	[\$ 1,370,000.00]
Project MBE/WBE Total Budget:	[\$ 31,176,140]
Project MBE Total at 26 percent:	[\$ 8,105,796]
Project WBE Total at 6 percent:	[\$ 1,870,568]

*(Sub)Exhibit "J".*

(To Austin United Alliance Development Company 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 Austin Commercial TIF District Redevelopment Project Area (the "Project"). In that capacity, we have examined, among other things, the following agreements, instruments and documents of even date herewith, hereinafter referred to as the "Documents":

(a) Austin United Alliance Development Company LLC Redevelopment Agreement (the "Agreement") of even date herewith, executed by Developer and the City of Chicago (the "City");

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

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

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

In addition to the foregoing, we have examined:

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

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

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

Based on the foregoing, it is our opinion that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Very truly yours,

\_\_\_\_\_

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

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

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

\_\_\_\_\_

SETTLEMENT AGREEMENT REGARDING CASE OF *DILAN ABREU V. CITY OF CHICAGO*.

[Or2022-248]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Dilan Abreu v. City of Chicago*, cited as 19 CV 2161 (N.D. Ill.)(J. Pallmeyer)(M.J. Harjani), in the amount of \$950,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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: *Dilan Abreu v. City of Chicago*, cited as 19 CV 2161 (N.D. Ill.)(J. Pallmeyer)(M.J. Harjani), in the amount of \$950,000.

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SETTLEMENT AGREEMENT REGARDING CASE OF BEANELL ALVAREZ, INDEPENDENT ADMINISTRATOR OF THE ESTATE OF GUADALUPE FRANCO-MARTINEZ, DECEASED V. CITY OF CHICAGO, A MUNICIPAL CORPORATION, BY AND THROUGH THE ACTS OF AGENTS AND/OR EMPLOYEES.

[Or2022-246]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Beanell Alvarez, Independent Administrator of the Estate of Guadalupe Franco-Martinez, deceased v. City of Chicago, a Municipal Corporation, by and through the acts of Agents and/or Employees*, cited as 2020 L 6251 (Circuit Court of Cook County, Law Division) (J. Durkin), in the amount of \$15,000,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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: *Beanell Alvarez, Independent Administrator of the Estate of Guadalupe Franco-Martinez, deceased v. City of Chicago, a Municipal Corporation, by and through the acts of Agents and/or Employees*, cited as 2020 L 6251 (Circuit Court of Cook County, Law Division) (J. Durkin), in the amount of \$15,000,000.

SETTLEMENT AGREEMENT REGARDING CASE OF *PATRICK PRINCE V. CITY OF CHICAGO, ET AL.*

[Or2022-247]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Patrick Prince v. City of Chicago, et al.*, cited as Number 18 CV 029532 (N.D. Ill.) (J. Pacold), in the amount of \$9,050,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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: *Patrick Prince v. City of Chicago, et al.*, cited as Number 18 CV 029532 (N.D. Ill.) (J. Pacold), in the amount of \$9,050,000.

SETTLEMENT AGREEMENT REGARDING CASE OF DWAYNE ROWLETT V. CITY OF CHICAGO AND CHICAGO POLICE OFFICER ALEX RASKE.

[Or2022-249]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration an order authorizing the Corporation Counsel to enter into and execute a settlement order for the following case: *Dwayne Rowlett v. City of Chicago and Chicago Police Officer Alex Raske*, cited as 17 L 13250 (Circuit Court of Cook County) (J. Senechalle), in the amount of \$900,000, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with eight dissenting votes -- Aldermen Cárdenas, Quinn, O'Shea, Tabares, Villegas, Sposato, Napolitano and Reilly.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Sadlowski Garza, Lee, Taylor, Rodriguez, Sigcho-Lopez, Maldonado, Burnett, Ervin, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Mitts, Vasquez, Knudsen, Tunney, Cappleman, Martin, Osterman, Hadden -- 27.

*Nays* -- Aldermen Beale, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Tabares, Scott, Taliaferro, Reboyras, Cardona, Villegas, Sposato, Nugent, Napolitano, Reilly, Gardiner, Silverstein -- 20.

Alderman Cappleman 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: *Dwayne Rowlett v. City of Chicago and Chicago Police Officer Alex Raske*, cited as 17 L 13250 (Circuit Court of Cook County) (J. Senechalle), in the amount of \$900,000.

## PAYMENT OF MISCELLANEOUS REFUNDS, COMPENSATION FOR PROPERTY DAMAGE, ET CETERA.

[Or2022-244]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration an order authorizing the payment 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 viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 51806  
through 51813 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: Personal(9)</b>									
PEDROZA	GONZALO	4827 S. RACINE AVE.	CHICAGO	IL	60609	03/17/2022	\$1,200.00	Claimant	4827 S RACINE AVENUE
Total of Split Claims:		Number 1	Amount \$1,200.00						
<b>Claimant Type Desc: Property(7)</b>									
HAINAULT	GREG	1520 LINCOLN ST	SCHAUMBURG	IL	60193	03/20/2022	\$751.90	Claimant	2410 W BLOOMINGDALE
HARVEY	GARY	10227 S WOOD ST	CHICAGO	IL	60643	05/18/2020	\$180.00	DEPARTMENT OF REVENUE	10227 S WOOD ST
HARVEY	GARY	10227 S WOOD ST	CHICAGO	IL	60643	05/18/2020	\$2,020.00	Claimant	10227 S WOOD ST
KURIAN	JAIS	4456 W. WILSON AVE.	CHICAGO	IL	60630	02/11/2021	\$700.00	Claimant	4456 W WILSON AVE
MORANO	MICHAEL	8511 W. 59TH ST.	CHICAGO	IL	60638	04/04/2022	\$1,850.00	Claimant	8511 W 59TH STREET
PENNINGTON	MICHELLE	2318 W MEDILL AVE	CHICAGO	IL	60647	02/20/2021	\$1,100.00	Claimant	2314 W MEDILL
SOTO	JOSE	2816 N MERRIMAC AVE	CHICAGO	IL	60634	10/13/2021	\$122.00	DEPARTMENT OF REVENUE	2816 N MERRIMAC AVE
SOTO	JOSE	2816 N MERRIMAC AVE	CHICAGO	IL	60634	10/13/2021	\$1,478.00	Claimant	2816 N MERRIMAC AVE
TAYLOR POWERS	CHARLOTTE	6937 S MERRILL AVE. #1	CHICAGO	IL	60649	08/24/2021	\$525.00	Claimant	6937 S MERRILL AVE
THOMAS	DONALD	9408 S. PEORIA ST.	CHICAGO	IL	60620	10/20/2020	\$87.10	Claimant	9408 S PEORIA ST.
Total of Split Claims:		Number 10	Amount \$8,614.00						
<b>Claimant Type Desc: Vehicle(8)</b>									
ABERMAN	SHELDON	2937 W FITCH AVE	CHICAGO	IL	60645	06/10/2022	\$284.96	Claimant	5700 N LAKE SHORE DR
ALCALA	AXEL	7855 S. KILBOURN AVE.	CHICAGO	IL	60652	03/25/2022	\$125.00	Claimant	4500 S PULASKI RD
ALEXAKIS-	KATHLEEN	12818 SOUTH CARONDOLET AVENUE	CHICAGO	IL	60633	06/08/2019	\$77.34	Claimant	12600 S CARONDOLET
ANDRADE	DORIS	2204 W. FARWELL AVE. #2-E	CHICAGO	IL	60645	01/18/2022	\$1,187.20	Claimant	2204 W FARWELL AVE.
ANGHEL	PAUL	3410 N. LAKESHORE DR. #9F	CHICAGO	IL	60657	04/06/2022	\$112.25	Claimant	835 N MICHIGAN AVE
ARRIETA	ALEXIS	3719 W DICKENS AVE	CHICAGO	IL	60647	12/22/2021	\$1,833.39	Claimant	4354 N SACRAMENTO
ASADI	ABDUL	6438 N. RICHMOND ST. #1	CHICAGO	IL	60645	03/11/2022	\$461.87	Claimant	401 N LASALLE DR.
ATHA	CALLISTA	6707 S. MERRILL AVE. #3A	CHICAGO	IL	60649	02/22/2022	\$155.34	DEPARTMENT OF REVENUE	6100 S CORNELL DR.
BAKALLI	BURIM	6024 N DAMEN AVE #1N	CHICAGO	IL	60659	05/04/2022	\$70.00	Claimant	601 W GRACE
BARREZUETA	ANDRES	2511 W. LUNT AVENUE	CHICAGO	IL	60645	03/03/2022	\$187.68	Claimant	1600 N LAKE SHORE DRIVE
BARTOLI	HILLARY	3539 W. ADDISON ST.	CHICAGO	IL	60618	04/22/2022	\$771.82	Claimant	4079 W FOSTER AVE

Last Name	First Name	Address	City	State	Zip Code	DOJ	Total Paid	Payee	Location of Accident
BAY	STEFANI	3644 N. PAULINA ST.	CHICAGO	IL	60613	03/02/2022	\$199.70	Claimant	S DUSABLE LAKE SHORE
BERTUCCI	ELIZABETH	3800 N LAKE SHORE DR	CHICAGO	IL	60613	02/15/2022	\$423.40	Claimant	1133 W GRACE
BIRKHEAD	MYLES	5250 N. ASHLAND AVE. #3N	CHICAGO	IL	60640	04/24/2022	\$323.75	Claimant	5000 N LAKE SHORE DR.
BISCEGLIE	VANESSA	5100 JARLATH AVE	SKOKIE	IL	60077	04/29/2022	\$490.41	Claimant	6020 N CICERO
BISHOP	BEVERLY	4800 S. CHICAGO BEACH DR. #2601N	CHICAGO	IL	60615	04/17/2022	\$196.22	Claimant	40 EAST GARFIELD BLVD.
BREDUP	TIMOTHY	4441 N HARDING AVE	CHICAGO	IL	60625	04/06/2022	\$244.61	Claimant	2543 N CLYBOURN
BURSUA	VIKA	32 N COWLEY ROAD	RIVERSIDE	IL	60546	02/28/2022	\$258.19	Claimant	2008 W OGDEN
BUTTTITA	ANDREA	4037 N PARKSIDE	CHICAGO	IL	60634	04/07/2022	\$237.50	Claimant	4300 N LAKE SHORE DR
CARABETTA	PETER	680 E. ALGONQUIN RD. #1403	SCHAUMBURG	IL	60173	05/23/2022	\$634.69	Claimant	2831 W 24TH BLVD
CAREY	CHIQUITA	8317 S THROOP BMNT	CHICAGO	IL	60620	02/20/2022	\$194.93	Claimant	8700 S VINCENNES
CHANDER	FAKHIRA	6232 N. AVERS AVE.	CHICAGO	IL	60659	04/29/2022	\$20.00	Claimant	3199 W ROSEMONT AVE
CHAVEZ	RODRIGO	11250 S. AVE G	CHICAGO	IL	60617	03/10/2022	\$95.78	Claimant	1401 N LAKE SHORE DR.
CHO	CHRISTINE	2706 W HADDON AVE #1	CHICAGO	IL	60622	04/08/2022	\$186.09	Claimant	2510 N CLYBOURN
CHOE	JENNY	4730 N. LAMON AVE.	CHICAGO	IL	60630	02/25/2022	\$89.00	Claimant	4190 W IRVING PARK RD.
CHOPRA	RAJIV	2443 N JANSSEN AVE	CHICAGO	IL	60614	04/03/2022	\$403.81	Claimant	1300 W CORTLAND
CHUNG	SOPHIA	3044 S BROAD ST	CHICAGO	IL	60608	04/09/2022	\$22.50	Claimant	3118 N LAKE SHORE DR
CLARK	CLYDE	11031 S EBERHART	CHICAGO	IL	60628	02/24/2022	\$90.28	Claimant	9506 S STONY ISLAND
CLARKE	CHARLOTTE	1514 N BOSWORTH AVE #2	CHICAGO	IL	60642	04/01/2022	\$232.28	Claimant	100 N WESTERN
COADY	LINDA	3003 W. BALMORAL AVE.	CHICAGO	IL	60625	02/04/2022	\$216.91	Claimant	3050 W BRYN MAWR AVE.
COLE	SARAH	685 HIGHLAND AVE	GLEN ELLYN	IL	60137	04/23/2022	\$647.38	Claimant	4745 N LAKE SHORE DR
CONNELY	JILLIAN	1442 W BELLE PLAINE	CHICAGO	IL	60613	02/23/2022	\$41.00	Claimant	4100 W IRVING PARK
COOK	CODY	3550 N LAKE SHORE DR. #1428	CHICAGO	IL	60657	03/27/2022	\$160.63	Claimant	512 W ADDISON ST.
CRAWFORD	RESEAN	4280 W. FORD CITY DRIVE Apt. 204	CHICAGO	IL	60652	01/31/2021	\$54.62	Claimant	7561 S. KOSTNER AVE.
CRAWFORD	RESEAN	4260 W FORD CITY DR. #204	CHICAGO	IL	60652	01/28/2021	\$71.00	Claimant	7500 S PULASKI RD
CROSSLEY	SEAN	367 E. RIMINI CT.	PALATINE	IL	60067	04/02/2022	\$131.50	Claimant	2569 W BELMONT AVE
CRUMP	BIANCA	9633 S. WOODLAWN AVE.	CHICAGO	IL	60628	03/30/2022	\$388.33	Claimant	6005 S CORNELL AVE
CURTIS GILBERT	YOLANDA	5558 W. CORTLAND	CHICAGO	IL	60639	03/04/2022	\$80.67	DEPARTMENT OF REVENUE	4619 W NORTH AVE.
CUTLER	REBECCA	445 W. ARLINGTON PL. #3W	CHICAGO	IL	60614	02/21/2022	\$200.94	Claimant	2400 N LAKE SHORE DRIVE
D'AGOSTINO	ROBERT	6158 N. KNOX AVE.	CHICAGO	IL	60646	04/03/2022	\$161.60	Claimant	8405 W LELAND AVE.
D'SILVA	LAUREN	1836 N. CLARK ST. #510	CHICAGO	IL	60614	01/14/2021	\$637.60	Claimant	1208 N HOYNE
DAVIDSON	SAMANTHA	616 W. FULTON ST. #318	CHICAGO	IL	60661	02/29/2022	\$104.57	Claimant	7100 S. STONY ISLAND
DAVIS	BETTY	4329 W AUGUSTA BLVD.	CHICAGO	IL	60651	04/11/2022	\$253.00	Claimant	5539 W AUGUSTA

Last Name	First Name	Address	City	State	Zip Code	DOJ	Total Paid	Payee	Location of Accident
DEL ROSARIO	SONYA	2326 W. MELROSE ST. APT. BF	CHICAGO	IL	60618	03/01/2022	\$106.47	Claimant	4501 W NORTH AVENUE
DELL	PAULA	5849 N ARTESIAN AVE	CHICAGO	IL	60659	11/23/2021	\$149.00	Claimant	3100 N LAKE SHORE DR
DIPEOLU	OLUSOLA	4640 N SHERIDAN RD #2209	CHICAGO	IL	60640	04/22/2022	\$138.44	Claimant	1800 N LAKE SHORE DR
DIPEOLU	OLUSOLA	4640 N SHERIDAN RD #2209	CHICAGO	IL	60640	04/22/2022	\$486.00	DEPARTMENT OF REVENUE	1800 N LAKE SHORE DR
DOHERTY	PHILLIP	5510 N SHERIDAN RD #6A	CHICAGO	IL	60640	04/14/2022	\$263.51	Claimant	1800 N LAKE SHORE DR
DOVALINA	BRADLEY	333 N. JEFFERSON ST. #303	CHICAGO	IL	60661	02/22/2022	\$98.53	Claimant	452 W 47TH STREET
DRURY	LARRY	315 BRIAR LANE	HIGHLAND PARK	IL	60035	04/02/2022	\$307.19	Claimant	4800 N LAKE SHORE DR
DURÓCHER	CAROLYN	530 N. LAKE SHORE DRIVE #1201	CHICAGO	IL	60611	02/23/2022	\$172.05	Claimant	96 E LOWER WACKER DR.
EHRlich	HALEY	1422 N MOHAWK #3	CHICAGO	IL	60610	04/11/2022	\$190.36	Claimant	441 W BLACKHAWK ST
EL HAOUAT	ANASS	3242 N SPRINGFIELD #2	CHICAGO	IL	60618	04/09/2022	\$74.09	Claimant	3118 N LAKE SHORE DR
ELION	MAUTICE	1320 W 107TH ST	CHICAGO	IL	60643	03/15/2022	\$272.26	Claimant	3350 E 100TH ST
ESPOSITO	MEREDITH	6958 W HOBART AVE	CHICAGO	IL	60631	04/05/2022	\$173.72	Claimant	2253 W ADDISON
ESTERS	EBONIE	3517 W 74TH ST.	CHICAGO	IL	60629	05/13/2022	\$374.36	Claimant	7133 S CENTRAL PARK
EVANS	JASON	5538 S HARPER AVE	CHICAGO	IL	60637	05/11/2022	\$85.15	Claimant	6700 S STONY ISLAND
FATTORE	VINCE	6235 N. KNOX AVE.	CHICAGO	IL	60646	02/15/2022	\$248.47	Claimant	6283 N KNOX AVE
FELDMAN	ARI-ANNE	175 N. HARBOR DR. UNIT 4203	CHICAGO	IL	60601	02/20/2022	\$447.83	Claimant	151 E WACKER DR.
FEMAT	JORGE	2939 N 78TH AVE	ELMWOOD PARK	IL	60707	03/30/2022	\$85.00	Claimant	4601 W NORTH AVE
FERNANDEZ	ROSAURA	5220 S KNOX AVE	CHICAGO	IL	60632	01/06/2022	\$859.48	Claimant	5100 S KNOX AVE
FRANKLIN	GAIL	2046 W. RANDOLPH ST.	CHICAGO	IL	60612	08/09/2021	\$119.57	DEPARTMENT OF REVENUE	311 N CENTRAL AVE.
FROMM	KEIRA	1473 W FOSTER AVE #1W	CHICAGO	IL	60640	04/21/2022	\$102.38	Claimant	2730 N RACINE
GOJNEA	GEORGE	5030 N. MARINE DR. #808	CHICAGO	IL	60640	03/04/2022	\$213.42	Claimant	1600 S LAKE SHORE DRIVE
GOLDEN	ROBERT	2461 W PENSACOLA AVE	CHICAGO	IL	60618	04/13/2022	\$184.40	Claimant	2527 N CLYBOURN
GRISMANAUSKAS	LORRAINE	10338 S HOMAN AVE	CHICAGO	IL	60656	02/23/2021	\$236.84	Claimant	121 N LASALLE
GUERRERO	VANESSA	609 ADAMS ST.	ELGIN	IL	60123	03/10/2022	\$272.16	Claimant	420 N WABASH AVE
HALPERIN	MARJORIE	1250 S MICHIGAN AVE #2401	CHICAGO	IL	60605	03/27/2022	\$183.88	Claimant	150 N MICHIGAN AVE
HARRIS	VALORIE	18501 WENTWORTH AVE. #2C	LANSING	IL	60438	03/10/2022	\$123.98	Claimant	1100 S HALSTED ST
HATZIDIMITRIADI	TAXIARCHIS	2800 N. LAKE SHORE DRIVE #4006	CHICAGO	IL	60657	05/08/2022	\$849.69	Claimant	154 E WACKER DRIVE
HAYES	JAMES	825 W BUCKINGHAM PL #2	CHICAGO	IL	60657	02/10/2022	\$285.28	Claimant	300 N LAKE SHORE DRIVE
HEIN	MARTHA	12909 S. ESCANABA AVE.	CHICAGO	IL	60633	05/06/2022	\$110.50	Claimant	1558 E 130TH ST
HENDERSON-	BEVERLY	2109 W WEBSTER AVE	CHICAGO	IL	60647	03/20/2022	\$624.56	Claimant	2000 W FULLERTON
HERMANEK	THOMAS	194 S KENMORE	ELMHURST	IL	60126	04/18/2022	\$127.34	Claimant	1700 N BEDGWIK
HERNANDEZ	YOVANA	4209 S MAPLEWOOD AVE. #1	CHICAGO	IL	60632	09/28/2021	\$1,783.61	Claimant	3000 W 31ST ST

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
HOLLOWED	DANIEL	309 E 31ST ST	LA GRANGE	IL	60526	02/19/2022	\$140.44	Claimant	2500 N LAKE SHORE DR
ISOVSKI	MAUMET	3743 N. OKETO AVE.	CHICAGO	IL	60634	03/21/2022	\$459.83	Claimant	3632 N ODELL
JACOB	JOHN	10318 S SACRAMENTO AVE	CHICAGO	IL	60655	04/05/2022	\$242.34	Claimant	10332 S WHIPPLE
JAHNKE	MORGAN	3017 W HOWARD ST	CHICAGO	IL	60645	04/02/2022	\$165.09	Claimant	4800 N LAKE SHORE DR
JAMES	HOLLY	5931 W WARWICK AVE	CHICAGO	IL	60634	03/24/2022	\$166.33	Claimant	4862 N ASHLAND
JANSEN	WILLIAM	211 HEATHER LANE	WOOD DALE	IL	60191	07/23/2020	\$159.09	DEPARTMENT OF REVENUE	4300 W IRVING PARK
JEFFERSON	MARY	8849 S. HOUSTON AVE., #1F	CHICAGO	IL	60817	12/28/2021	\$82.49	Claimant	8900 S BLACKSTONE AVE.
JEGERSKI	JOHN	2928 N. TALMAN AVE. UNIT G	CHICAGO	IL	60618	03/18/2022	\$84.53	Claimant	4569 W LEXINGTON ST.
JOHNSON	KIMBERLY	5318 S. HYDE PARK BLVD. #3	CHICAGO	IL	60615	02/16/2022	\$107.00	Claimant	1558 E 65TH STREET
JOHNSON	CHARLES	4448 S. VINCENNES AVE.	CHICAGO	IL	60653	02/19/2022	\$174.91	Claimant	452 W 47TH STREET
JOHNSON	IRVIN	1122 S MENARD	CHICAGO	IL	60644	04/02/2022	\$266.78	Claimant	4844 W NORTH AVE
JOHNSON	KIMBERLY	5318 S. HYDE PARK BLVD. #3	CHICAGO	IL	60615	04/20/2022	\$220.00	Claimant	5300 S LAKE PARK AVE
JOHNSON	CORNELL	10073 S COTTAGE GROVE AVE	CHICAGO	IL	60828	06/09/2022	\$211.77	Claimant	5828 S LAFAYETTE
JOVEL	MAYRA	4857 S. KNOX AVE.	CHICAGO	IL	60632	02/26/2018	\$114.29	Claimant	4311 W 47TH ST
JUAREZ	MANUEL	3231 N KENNETH	CHICAGO	IL	60641	06/03/2022	\$275.62	Claimant	3166 N KOSTNER
KAGAN	LEVI	1645 W WOLFRAM #2	CHICAGO	IL	60657	01/29/2022	\$385.24	Claimant	600 W CHICAGO
KAMPF-LASSIN	AUGUST	1718 W WALLEN AVE.	CHICAGO	IL	60626	03/06/2022	\$88.97	Claimant	1400 N JEAN BAPTISTE
KEARNEY	DANIEL	322 S. ELMWOOD AVE.	OAK PARK	IL	60302	04/27/2022	\$276.73	Claimant	4555 W NORTH AVE
KELMAN	ROBERT	1430 N. LAKE SHORE DRIVE #18	CHICAGO	IL	60610	05/11/2022	\$698.53	Claimant	1315 W NORTH AVENUE
KERN	ALAN	6804 N. SAUGANASH	CHICAGO	IL	60646	05/14/2022	\$162.71	Claimant	6804 N SAUGANASH AVE
KHAN	OMAR	4440 W LUNT AVE	LINCOLNWOOD	IL	60712	04/15/2022	\$449.44	Claimant	6020 N CICERO
KILMARTIN	KEVIN	435 W. ERIE ST. #2107	CHICAGO	IL	60654	03/06/2022	\$189.02	Claimant	1298 W CORTLAND ST.
KLEIN	JACQUELINE	4454 N MANOR AVE	CHICAGO	IL	60625	04/07/2022	\$340.48	Claimant	3100 N LAKE SHORE DR
KOWALCZYK	JULIANNA	9124 KOPPING LN	HICKORY HILLS	IL	60457	02/28/2022	\$158.69	Claimant	1859 W 31ST PL
KUEHL	EMMA	5854 N. KENMORE AVE. #1B	CHICAGO	IL	60660	03/24/2022	\$93.45	Claimant	4850 N LAKE SHORE DRIVE
LARSON	BRITTA	5112 CRAIN ST.	SKOKIE	IL	60077	04/05/2022	\$118.90	Claimant	5600 N LAKE SHORE DR SB
LE	TUAN	6580 W. BELMONT AVE. #101	CHICAGO	IL	60634	04/02/2022	\$192.62	Claimant	3459 W ADDISON ST.
LEE	PHILLIP	822 STERLING AVE	FLOSSMOOR	IL	60422	03/31/2022	\$186.14	Claimant	4800 N LAKE SHORE DR
LEVINS	SHEILA	10543 S HAMLIN AVE	CHICAGO	IL	60655	02/25/2022	\$192.86	Claimant	756 W 69TH ST
LEWIS	MARGO	1507 E. 53RD. ST., #246	CHICAGO	IL	60615	03/23/2021	\$207.73	DEPARTMENT OF REVENUE	9450 S. STONY ISLAND
LEWIS	MARGO	1507 E. 53RD. ST., #246	CHICAGO	IL	60615	03/23/2021	\$165.80	Claimant	9450 S. STONY ISLAND
LI	SIYUAN	339 PEARSON CIRCLE	NAPERVILLE	IL	60563	03/06/2022	\$270.68	Claimant	700 S DESPLAINES ST
LITTLE	BENJAMIN	846 N FRANKLIN ST #1411	CHICAGO	IL	60610	03/25/2022	\$189.22	Claimant	766 W CHICAGO

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
LOME	LEON	1040 N LAKE SHORE DR 29D	CHICAGO	IL	60611	04/01/2022	\$748.32	Claimant	4600 N LAKE SHORE DR
LORITZ	ADAM	1450 N. ASTOR ST. #5C	CHICAGO	IL	60610	04/14/2022	\$126.00	Claimant	3000 N LAKE SHORE DRIVE
LOZA	CRYSTAL	3719 N. WHIFFLE ST. FL 1	CHICAGO	IL	60618	03/15/2022	\$210.20	Claimant	3615 N CENTRAL AVE.
LYLES,	JAMES	8339 S VERNON AVE	CHICAGO	IL	606195706	04/08/2022	\$497.90	Claimant	107 W GARFIELD BLVD
LYNCH	JOHN	1340 N ASTOR ST. #805	CHICAGO	IL	60610	03/13/2022	\$80.31	Claimant	4819 W NORTH AVE
MAHONEY	MARY	1350 N LAKE SHORE DR, #1013	CHICAGO	IL	60610	04/08/2022	\$381.28	Claimant	1550 N LAKE SHORE DR
MARSELLE	JAMES	4410 N. HERMITAGE AVE #1	CHICAGO	IL	60640	02/11/2022	\$174.65	Claimant	2320 W LAWRENCE
MARTIN	MICHAEL	4144 N SHERIDAN RD #508	CHICAGO	IL	60613	03/28/2022	\$287.76	Claimant	6300 S CORNELL
MARZULLO	JERRY	1632 N. MOZART ST.	CHICAGO	IL	60647	04/08/2022	\$140.88	Claimant	28 S SACRAMENTO BLVD
MCCURDY	SHAFRIKA	1812 S STATE ST. #4	CHICAGO	IL	60616	04/08/2022	\$143.41	Claimant	5360 S ARCHER
MCFALL	TRACY	1061 E SAYLES	PALATINE	IL	60074	03/28/2022	\$74.61	Claimant	4189 W FOSTER
MEJIA	RIGOBERTO	25669 W. BROOKS FARM RD.	ROUND LAKE	IL	60073	03/04/2022	\$100.05	Claimant	3937 N CLARK ST.
MIKULA	MARGARET	811 S. LYTLE ST. #408	CHICAGO	IL	60607	12/30/2020	\$1,251.18	Claimant	814 S LYTLE ST
MILKOVIC	CHRISTINA	444 W FULLERTON PKWY #804	CHICAGO	IL	60614	05/31/2022	\$177.00	Claimant	2320 N LAKE SHORE DR
MILLER	MATTHEW	165 N CANAL ST #1607	CHICAGO	IL	60606	03/28/2022	\$253.33	Claimant	300 N LASALLE DR
MILLER	JAMESE	19832 TERRACE AVE	LYNWOOD	IL	60411	05/10/2022	\$204.00	Claimant	344 S WESTERN
MILLS	ELLEN	810 LINDEN AVE	OAK PARK	IL	60302	03/25/2022	\$355.75	Claimant	1300 N LAKE SHORE DR
MITCHELL	JOHN	1021 BELLEFORTE AVE	OAK PARK	IL	60302	04/24/2022	\$211.77	Claimant	400 S ASHLAND
MONEYPENNY	SARA	4113 N LAWNSDALE	CHICAGO	IL	60618	03/21/2022	\$84.74	Claimant	500 S PULASKI
MORAN	SUSAN	1407 N DEARBORN ST	CHICAGO	IL	60610	04/13/2022	\$352.18	Claimant	1031 N LAKE SHORE DR
MORTEL	BERNARDITO	5222 S. INGLESIDE AVE.	CHICAGO	IL	60615	04/02/2022	\$352.16	Claimant	340 W GARFIELD BLVD
MURPHY	JACLYN	2505 STELT DR	BLOOMINGTON	IL	61705	03/30/2022	\$107.53	Claimant	45 N WESTERN
MYRICK	KEITH	5307 S. HYDE PARK BLVD. #403	CHICAGO	IL	60615	03/29/2022	\$100.00	Claimant	6700 S STONY ISLAND AVE
NALLON	PATRICK	17822 GREENWOOD DR.	TINLEY PARK	IL	60487	03/25/2022	\$142.31	Claimant	6318 S STONY ISLAND AVE
NIEDOSPIAL	KEVIN	2970 N LAKE SHORE DR #140	CHICAGO	IL	60657	02/19/2022	\$420.58	Claimant	2380 N LAKE SHORE DR
NIKOLS	CHRISTINA	1265 N WOLCOTT #3F	CHICAGO	IL	60622	02/20/2022	\$187.50	Claimant	800 W CHICAGO
NIKONMANESH	NASIM	230 W. DIVISION ST.	CHICAGO	IL	60610	03/13/2022	\$355.50	Claimant	860 N MICHIGAN AVE
NOBLE	TANYA	596 SHERIDAN SQUARE #3	EVANSTON	IL	60202	05/17/2022	\$98.75	Claimant	6001 N CLARK ST
NOLASCO	NORMAN	1758 W DIVERSEY #1E	CHICAGO	IL	60614	04/10/2022	\$171.55	Claimant	2506 N CLYBOURN AVE
O'BRIEN	LEONNE	4220 N. PARKSIDE AVE.	CHICAGO	IL	60634	03/08/2022	\$551.07	Claimant	5400 N LONG AVE.
O'BRIEN	AMY	2817 N OAKLEY AVE	CHICAGO	IL	60618	04/14/2022	\$202.92	Claimant	2500 N CLYBOURN AVE
OLSON	MICHAEL	1618 W WALLEN AVE, #1S	CHICAGO	IL	60626	02/27/2022	\$65.00	Claimant	6201 N CLARK ST
ORTIZ	ARMANDO	5629 S MASON AVE	CHICAGO	IL	60638	04/08/2022	\$184.71	Claimant	1800 S ASHLAND

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
OTTO	BRUCE	1519 N. MOHAWK ST., #200	CHICAGO	IL	60610	03/31/2022	\$193.23	Claimant	4500 N. DUSABLE LAKE
OZIA	PHILLIP	10018 S MORGAN ST	CHICAGO	IL	60643	02/07/2022	\$182.31	Claimant	1600 W NORTH AVE
PACELLI	JUDY	6822 N TONTY AVE	CHICAGO	IL	60646	04/15/2022	\$30.20	Claimant	6800 N TONTY
PAGE	ESTHER	3230 N RIDGEWAY #2	CHICAGO	IL	60618	01/26/2022	\$388.44	Claimant	2701 N CLYBOURN
PERIC	ALDIJANA	6040 N. TROY ST. #102	CHICAGO	IL	60659	04/02/2022	\$70.00	DEPARTMENT OF REVENUE	4600 N LAKE SHORE DRIVE
PERIC	ALDIJANA	6040 N. TROY ST. #102	CHICAGO	IL	60659	04/02/2022	\$307.50	Claimant	4600 N LAKE SHORE DRIVE
PETREVSKA	VESELA	6301 N. SHERIDAN RD. #3V	CHICAGO	IL	60660	05/11/2022	\$240.00	Claimant	6001 N CLARK ST
PHILLIPS	DARRELL	7241 S MAPLEWOOD AVE	CHICAGO	IL	60629	04/10/2022	\$162.98	Claimant	2750 W COLUMBUS
PIENTA	AMY	930 W 19TH ST	CHICAGO	IL	60608	05/17/2022	\$225.76	Claimant	1400 W NORTH AVE
PITTMAN	LATASHA	723 DOBSON ST #3	EVANSTON	IL	60202	04/01/2022	\$223.31	Claimant	4600 N LAKE SHORE DR
PROSZEK	JANE	1360 N LAKE SHORE DR #1608	CHICAGO	IL	60610	03/27/2022	\$285.48	Claimant	151 N MICHIGAN AVE
PROTOFANOUSIS	ANA	8218 N. NEVA AVE.	NILES	IL	60714	04/11/2022	\$136.02	Claimant	6150 N CALDWELL AVE.
RACHWALSKI	ERIK	3914 N DAMEN #204	CHICAGO	IL	60618	02/21/2022	\$102.36	Claimant	3100 N LAKE SHORE DR
RAHMAN	ABED	116 BONNIE BRAE LANE	WILLOWBROOK	IL	60527	04/21/2022	\$245.00	Claimant	2406 S BLUE ISLAND AVE
RAWSKI	GLENN	5541 W. DAKIN ST.	CHICAGO	IL	60641	04/01/2022	\$100.88	Claimant	3800 N CENTRAL AVE.
RILEY	KRISTIN	1749 N WELLS ST. #1411	CHICAGO	IL	60614	05/29/2022	\$98.95	Claimant	1600 E 69TH ST
RILEY	KRISTIN	1749 N WELLS ST. #1411	CHICAGO	IL	60614	04/15/2022	\$101.14	Claimant	800 N HALSTED
ROBERSON	DARYL	8125 S. THROOP ST.	CHICAGO	IL	60620	12/01/2021	\$80.00	Claimant	7900 S DAMEN AVE
ROGATZ	MITCHELL	180 HARBOR ST	GLENCOE	IL	60022	04/01/2022	\$491.54	Claimant	7230 N SHERIDAN
ROMENESKO	HANNAH	6807 S HARPER AVE #3R	CHICAGO	IL	60637	02/19/2022	\$180.00	Claimant	1989 E HAYES DR
RUSU	GEORGETA	3835 BRUMMEL ST.	SKOKIE	IL	60076	03/28/2022	\$102.52	Claimant	N LAKE SHORE DR & W
RYAN	DENIS	3800 N. HAMLIN	CHICAGO	IL	60618	04/15/2022	\$184.80	Claimant	2550 N CLYBOURN AVE
SCHAFFER	RYAN	7338 S. CALIFORNIA AVE.	CHICAGO	IL	60629	02/21/2022	\$100.32	Claimant	9500 S STONY ISLAND
SCHILLINGER	LAURA	7988 W BRYN MAWR	NORWOOD PARK	IL	60631	05/05/2022	\$310.18	Claimant	7240 W DEVON AVE
SCHMIDT	MOLLIE	1775 W. HighLand Ave. Unit 103	CHICAGO	IL	60660	03/29/2022	\$104.75	Claimant	4800 N LAKE SHORE DR
SCHMIDT	HEIDI	718 W. WRIGHTWOOD AVE. #3	CHICAGO	IL	60614	04/03/2022	\$210.00	Claimant	4800 N LAKE SHORE DR
SCHULZ	MARIN	1735 W PRATT BLVD #2	CHICAGO	IL	60626	11/28/2021	\$241.68	Claimant	6300 S CORNELL
SDOUKOS	MARGARITA	114 W. WIMBOLTON DRIVE	MOUNT	IL	60056	02/08/2022	\$236.45	Claimant	2425 W LAWRENCE AVE
SECOR	MARGARET	3944 W. 82ND PLACE	CHICAGO	IL	60652	12/09/2021	\$80.62	Claimant	7900 N SPRINGFIELD AVE.
SHEN	AILEEN	1140 S. WABASH AVE. #1100	CHICAGO	IL	60605	03/07/2022	\$316.62	Claimant	680 S LAKE SHORE DRIVE
SIRANGUA	SERAFIN	1918 W. 21ST ST. #FL 2	CHICAGO	IL	60608	03/01/2021	\$174.77	Claimant	1600 W. CERMAK RD.
SLAIHER	PAULETTE	1912 S. PROSPECT AVE.	PARK RIDGE	IL	60068	05/01/2022	\$86.75	Claimant	7240 W DEVON AVE
STAPKA	THOMAS	5488 N MASON AVE	CHICAGO	IL	60630	05/05/2022	\$808.80	Claimant	5719 N CICERO

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
STEPHENS	ZAVONTE	531 W DEMING PLACE #504	CHICAGO	IL	60614	03/31/2022	\$570.29	Claimant	2500 N SOUTHPORT
SUBRAMANIAN	THYAGARAJAN	108 CANFIELD	ST. LOUIS	MO	63141	04/30/2022	\$234.22	Claimant	700 W RANDOLPH
SWAN	CHRISTINE	358 ANGLER DR #1402	GOODLAND	FL	34140	11/20/2021	\$210.48	Claimant	N LAKE SHORE DRIVE ON
THOMAS	JEREMIAH	5320 N. SHERIDAN RD. #2311	CHICAGO	IL	60640	04/13/2022	\$469.75	Claimant	1802 N LAKE SHORE DR
TOM	LAURA	2525 N. SAWYER AVE.	CHICAGO	IL	60647	03/31/2022	\$112.72	Claimant	2255 W ADDISON ST.
TRAN	HUNG	3528 N. HALSTED ST. #4	CHICAGO	IL	60657	03/04/2022	\$216.36	Claimant	3000 N LAKE SHORE DRIVE
TRANKLE	RICK	3717 N NEWLAND AVE	CHICAGO	IL	60634	04/29/2022	\$287.03	Claimant	2658 N OAK PARK AVE
TROUTMAN	IRIS	6538 S KENWOOD AVE	CHICAGO	IL	60637	05/27/2022	\$221.16	Claimant	6200 S CORNELL DR
VASILOPOULOS	KASIANE	1919 S. MICHIGAN AVE.	CHICAGO	IL	60618	03/09/2022	\$428.31	Claimant	200 E LAKE SHORE DR.
VAZQUEZ	PATRICK	4537 S. DREXEL BLVD. #410	CHICAGO	IL	60653	03/06/2022	\$226.61	Claimant	1524 N LAKE SHORE DR.
VILLALOBOS	GERARDO	7811 LEAMINGTON AVE.	BURBANK	IL	60459	03/16/2022	\$127.80	Claimant	251 S COLUMBUS DRIVE
VISBY	KRISTIN	9712 S. 54TH AVE.	OAK LAWN	IL	60453	04/19/2022	\$178.06	Claimant	5337 N CICERO AVE
WALKER	ASHLEY	10242 S. TORRENCE AVE.	CHICAGO	IL	60617	02/22/2022	\$166.25	Claimant	9500 E STONY ISLAND AVE
WALTERS	IRENE	929 W FOSTER AVE #2402	CHICAGO	IL	606401497	04/03/2022	\$183.67	Claimant	4800 N LAKE SHORE DR
WALTERS	ACHEERIA	354 E FINSBURY CT	CHICAGO	IL	60616	06/16/2022	\$313.40	Claimant	6835 S NORMAL
WARD	KATHLEEN	1432 RIDGE RD.	HOMEWOOD	IL	60430	03/08/2022	\$155.16	Claimant	1400 S LAKE SHORE DRIVE
WEBER	GREGORY	5136 FARGO AVE	SKOKIE	IL	60077	04/24/2022	\$236.42	Claimant	6060 N LINCOLN AVE
WICKERSTY	RICHARD	3734 N. PINE GROVE AVE. #105	CHICAGO	IL	60613	02/25/2022	\$891.63	Claimant	529 W. ADDISON ST.
WIEDEL	SEAN	2844 W EASTWOOD AVE	CHICAGO	IL	60625	04/23/2022	\$465.41	Claimant	6268 N CLARK ST
WILLIAMS	TODD	6620 N. ASHLAND AVE. #3	CHICAGO	IL	60626	04/01/2022	\$585.80	Claimant	4720 N LAKE SHORE DR.
WILSON	NOEL	6817 LYONS ST	MORTON GROVE	IL	60053	06/08/2022	\$162.03	Claimant	5800 N HARLEM
WU	JAMES	3650 N. ARTESIAN AVE.	CHICAGO	IL	60618	03/05/2022	\$20.00	DEPARTMENT OF REVENUE	45 N WESTERN AVE.
WU	JAMES	3650 N. ARTESIAN AVE.	CHICAGO	IL	60618	03/05/2022	\$238.82	Claimant	45 N WESTERN AVE.
YARN	JIMMIE	1205 W. SHERWIN AVE. #206	CHICAGO	IL	60626	04/15/2022	\$507.90	Claimant	3000 N LAKE SHORE DRIVE
YOO	KENNY	4775 TRENTON COURT	LONG GROVE	IL	60047	02/04/2022	\$118.50	Claimant	W IDA B WELLS DR
YOUNGER	SARAH	1654 W AUGUSTA BLVD	CHICAGO	IL	60622	10/09/2021	\$150.97	Claimant	964 N MILWAUKEE AVE
ZAMPA	DAVID	1138 SHERIDAN ROAD	EVANSTON	IL	60202	02/04/2022	\$178.50	Claimant	4300 N LAKE SHORE DR
		2829 N CENTRAL EXPWY #320	RICHARDSON	TX	75080	02/05/2021	\$1,576.36	Claimant	3350 W SUNNYSIDE
		CRU - SUBROGATION	ATLANTA	GA	303486172	02/28/2022	\$577.34	Claimant	1300 S LAKE SHORE DRIVE
		PO BOX 106172	ATLANTA	GA	303486172	07/29/2021	\$1,562.69	Claimant	3901 N 89TH PLACE
		P.O. BOX 106172	ATLANTA	GA	30348	12/01/2019	\$1,329.81	Claimant	46 E 75TH STREET
		P.O. BOX 106172 - CRU SUBRO	ATLANTA	GA	303486172	01/31/2021	\$1,500.17	Claimant	1214 W THORNDALE AVE.
		24344 NETWORK PLACE	CHICAGO	IL	60673	11/24/2021	\$1,580.47	Claimant	1927 N LINCOLN PARK

Last Name	First Name	Address	City	State	Zip Code	DOL	Total Paid	Payee	Location of Accident
	Number	Amount							
Total of Split Claims:	207	\$61,063.19							
	Number	Amount							
Total of Split Claims:	218	\$70,877.19							

ISSUANCE OF CITY OF CHICAGO CHARITABLE SOLICITATION (TAG DAY)  
PERMIT TO ILLINOIS STATE COUNCIL, KNIGHTS OF COLUMBUS.

[Or2022-245]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having had under consideration an order authorizing an application for the City of Chicago charitable solicitation (tag day) permits for Illinois State Council, Knights of Columbus, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed order transmitted herewith.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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. Illinois State Council, Knights of Columbus  
September 16 -- 18, 2022 -- citywide.

This order shall take effect and be in force from and after its passage.

*Do Not Pass* -- CLAIMS FOR VARIOUS REFUNDS.

[CL2022-955]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, small claims division, to which was referred on March 13, 2019 and on subsequent dates, sundry claims for various refunds, having had the same under advisement, begs leave to report and recommend that Your Honorable Body *Do Not Pass* said claims for payment.

This recommendation was concurred in by a viva voce vote of the members of the committee, with no dissenting votes.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the committee's recommendation was *Concurred In* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

[List of claimants printed on pages 51816  
and 51817 of this *Journal*.]

## City Of Chicago

## Denied Claims by Claim Name

████████████████████

Claimant Name	Introduced to City Council
ALDANA, LUIS E	09/14/2021
ALLSTATE A/S/O BENTON,	07/20/2022
ARMSTRONG, CHERYL	04/27/2022
BATISTA, RONALDO	07/20/2022
BELTRAN, YOLANDA	07/20/2022
BROADWATER, CHARLENE	07/20/2022
BROWN, KEITH L	08/12/2019
BUKOWSKA, KRYSZYNA M	10/27/2021
BURT, SHARON D	07/20/2022
BUTKOVICH, NICHOLAS V	02/23/2022
CASTILLO, GABRIELA	06/22/2022
CERVANTES, MARCOS J	07/20/2022
CHEN, FU J	07/20/2022
CHMIELEWSKI, CAROLLYNN A	07/20/2022
CLOUD, DARNELL L	10/07/2020
CONTRERAS, EVELYN	07/20/2022
DEITELHOFF JR, RAYMOND E	03/13/2019
DIRECT AUTO INSURANCE A/S/O	07/20/2022
DREYER, KELLY R	06/22/2022
GARDNER, SEAN J	03/24/2021
GEICO A/S/O MASSEL, NORMAN	04/27/2022
GRANTLEN, PIERRE M	07/20/2022
GRISZ, BRIAN J	02/23/2022
GUZMAN, EDUARDO	07/20/2022
HALE, MARC A	08/22/2022
HEARON, NICOLE M	07/20/2022
HERNANDEZ, MOISES	08/22/2022
JOHNSTONE, ANDREW M	07/20/2022
JORGENSEN, MORTEN	05/23/2022
KITANOVSKI, DOBRJ	07/20/2022
KORMAN, DAWN M	01/27/2021
LENTI, JESSICA E	08/22/2022
LIBERTY MUTUAL A/S/O	01/28/2022
LUNDEEN, CARLY E	09/18/2019
MALDONADO, MIGUEL A	07/20/2022
MANGUN, NAMBII	07/20/2022
MARSHALL, MARK-ANTHONY	06/12/2019
MONGE, FERNANDO	06/22/2022

Denied Date: 09/21/2022

Claimant Name	Introduced to City Council
MOORE, BRYAN K	11/16/2020
MOORE, JOHNNIE	03/13/2019
MORENO, HIPOLITO F	07/20/2022
MOSQUEDA, JASON	10/14/2021
MUELLER, BARRET P	06/22/2022
MUHAMMAD, NA'EEMA K	06/22/2022
NEUGEBAUER, MARK J	07/20/2022
O'HARE, KEVIN M	03/18/2020
PAREDES, CARMEN	05/23/2022
REYES, MERCEDES	06/22/2022
RILEY, JANET M	05/23/2022
RILEY, TIMOTHY M	05/23/2022
ROBERTSON, DEMETRICE	07/20/2022
SHALE, STEVIE L	08/12/2019
STATE FARM A/S/O FRANCOZAK,	05/23/2022
STATE FARM A/S/O HAMEED,	07/20/2022
STATE FARM INS A/S/O KING,	11/16/2020
STATE FARM INS A/S/O BARNES,	06/25/2021
STATE FARM INSURANCE A/S/O LI,	07/20/2022
SULJEVIC, NAIS	07/20/2022
SVIOKLA, JOHN J	05/28/2021
SWANSON, NOAH P	01/28/2022
TAYLOR, SATAVIA D	07/20/2022
TERRY, TIFFANY	11/13/2019
THOMPSON, TONEY L	11/16/2020
TITUS, ELORITE D	07/20/2022
VO, PIERRE THE HUY	07/20/2022
WEST BEND MUTUAL INS CO	07/20/2022
WILLIAMS, ADREAN S	02/23/2022
WILLIAMS, WILLIE	09/14/2021
WINDY CITY, LIMOUSINE	11/13/2019

*Placed On File* -- JUDGMENT AND SETTLEMENT REPORT FOR MONTHS OF JULY AND AUGUST 2022.

[F2022-67]

The Committee on Finance submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Finance, having under consideration a communication transmitting a list of cases in which judgments or settlements were entered into for the months of July and August 2022, 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.

Respectfully submitted,

(Signed) SCOTT WAGUESPACK,  
*Chairman.*

On motion of Alderman Waguespack, the committee's recommendation was *Concurred In* and the said list of cases and report were *Placed on File*.

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**COMMITTEE ON AVIATION.**

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GROUND LEASE AGREEMENT WITH ILLINOIS BELL TELEPHONE COMPANY  
LLC AT CHICAGO O'HARE INTERNATIONAL AIRPORT.

[SO2022-1703]

The Committee on Aviation submitted the following report:

CHICAGO, September 21, 2022.

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

Reporting for Your Committee on Aviation, which held a virtual meeting on Wednesday, September 14, 2022, the committee recommends passage of the following ordinance for a Ground Lease agreement with Illinois Bell Telephone Company LLC at Chicago O'Hare International Airport for replacement of copper lines with fiber optic lines for offsite service to the airport with planned alteration/demolition of tenant's telephone exchange building on existing airport property (SO2022-1703), begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a roll call vote of the members of the committee.

Respectfully submitted,

(Signed) MATTHEW J. O'SHEA,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, The City owns and operates Chicago O'Hare International Airport ("Airport") and is vested with the authority to make provisions for the needs of aviation, commerce, shipping, and travel in, to and around the Airport to promote and develop the Airport, and in the exercise of such power, to enter into any lease of City-owned properties in the Airport area, upon such terms and conditions as the corporate authorities of the City shall prescribe; and

WHEREAS, The City is advancing planning and development of the O'Hare 21 capital improvement program ("O'Hare 21"), which includes a series of improvements to the Airport to meet projected air transportation demand including new expanded terminal and gate facilities and employee parking; and

WHEREAS, Illinois Bell Telephone Company LLC, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois ("Illinois Bell"), entered into a ground lease with the City on May 26, 1961 whereby Illinois Bell leased from the City approximately forty-five thousand six hundred and fifty-seven (45,657) square feet of land space on Airport property (the "Original Premises") for Illinois Bell's construction of a building used solely by Illinois Bell as a central office from which Illinois Bell provides communications services to the Airport, its tenants and the public (the "Telephone Exchange Building"); and

WHEREAS, The City has plans to improve the Airport, including terminal construction and other improvements being constructed in connection with the O'Hare 21 and the O'Hare International Airline Use and Lease Agreements authorized by the City Council of Chicago on March 28, 2018, including but not limited to expansion of Terminal 3 with additional gates, which shall extend into the Original Premises (the "Gate Expansion Project"); and

WHEREAS, The City has determined in accordance with those plans, that to accommodate the Gate Expansion Project, Illinois Bell will be required to discontinue operations from the Telephone Exchange Building and remove and demolish all infrastructure and improvements on the Airport land area occupied by the Telephone Exchange Building and leased by Illinois Bell (the "Premises"); and

WHEREAS, The Chicago Department of Aviation ("CDA") has determined that it is in the City's best interests to enter into a new ground lease with Illinois Bell for the lease (City as landlord) of a certain portion of the Airport (the "Land") pursuant to the terms and conditions set forth in a ground lease substantially in the form of Exhibit A attached hereto and made a part hereof (the "Lease"), to clearly define the respective rights and responsibilities of the City and Illinois Bell, respectively, as the operations from the Telephone and Exchange Building are discontinued and all infrastructure and improvements on the Land are removed and demolished to accommodate the Gate Expansion Project; and

WHEREAS, As consideration for the City's lease of the Land, Illinois Bell shall (a) pay to the City the annual base rent of \$2.25 per square foot per year in 12 equal monthly installments, which shall be calculated based on the square footage of the Land in Illinois Bell's possession pursuant to the terms and conditions of the Lease; and in consideration of all other mutual covenants and agreements contained in the Lease, and other good and valuable consideration; 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's conveyance of a leasehold interest in the Land to AT&T in consideration of the recitals above, and pursuant to the terms and conditions of the Lease, is hereby approved.

SECTION 3. The Commissioner of the Chicago Department of Aviation or any successor ("Commissioner"), or a designee of the Commissioner, is hereby authorized, subject to approval by the Corporation Counsel, to enter into the Lease, with such changes as the Commissioner, subject to approval by the Corporation Counsel, may deem necessary, and to execute such other agreements and instruments, and perform any and all acts as shall be necessary or advisable in connection with the implementation of the Lease.

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

SECTION 5. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect immediately upon its passage and approval.

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

*Exhibit "A".*  
(To Ordinance)

*Ground Lease Agreement With Illinois Bell Telephone Company LLC.*

This ground lease (the "Lease" or "Agreement") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2022, (the "Effective Date") by and between the CITY OF CHICAGO, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois (the "City"), and ILLINOIS BELL TELEPHONE COMPANY, LLC, an Illinois limited liability company organized and existing under and by virtue of the laws of the State of Illinois (the "Tenant").

RECITALS:

1. The City owns and operates that certain airport located within the City and commonly known as Chicago O'Hare International Airport (the "Airport").

2. The City is vested with the authority to make provisions for the needs of aviation, commerce, shipping, and travel in, to and around the Airport to promote and develop the Airport, and in the exercise of such power, to enter into any lease of City-owned properties in the Airport area, upon such terms and conditions as the corporate authorities of the City shall prescribe.

3. The City and Tenant have heretofore been parties to that certain ground lease agreement dated May 26, 1961, an amendment to the lease dated June 26, 1986 and a letter dated March 26, 2013 (collectively, the "Original Lease"), whereby the City leased to Tenant, and Tenant leased from the City, a portion of the Airport property consisting of approximately forty-five thousand six hundred and fifty-seven (45,657) square feet of land space as outlined and identified as the "Original Premises" on the site plan attached hereto Exhibit A-1 Site Plan: Original Premises (the "Original Premises") for Tenant's construction of a building used solely by Tenant as a central office (the "Telephone Exchange Building") from which Tenant supplies communications services to the Airport, its tenants and the public while at the Airport, including but not limited to emergency communication services for the City and communication services essential for the safe operation of the Airport (the "Airport Communications Services") on the terms and conditions set forth therein.

4. The Original Lease expired on January 1, 1999 and has continued on a month-to-month term since that time. Among other matters, the Original Lease obligates Tenant, upon demand by the City following termination by lapse of time or otherwise, to promptly remove all or such part of any building or improvement constructed on the Original Premises, including without limitation the Telephone Exchange Building, and to leave the Original Premises in a safe, sanitary and slightly condition and without interference with Airport operations.

5. The City has plans to improve the Airport, including terminal construction and other improvements being constructed in connection with the Terminal Area Plan and the O'Hare International Airline Use and Lease Agreements authorized by the City Council of Chicago on March 28, 2018, including but not limited to expansion of Terminal 3 with additional gates (the "Gate Expansion Project"), which shall extend into an area currently within the Original Premises and in close proximity to the Premises (as defined hereinafter) Therefore, the City has determined in accordance with those plans, that during the Term of this Lease, the Tenant will be required to discontinue operations from the Telephone Exchange Building and remove and

demolish all infrastructure and improvements on the Land (as defined hereinafter).

6. In order to discontinue the Airport Communication Services from the Telephone Exchange Building, during the Term of this Lease, Tenant is in the process of installing a new cable network throughout the Airport to allow the services from the Telephone Exchange Building to be relocated to other existing central offices operated by Tenant outside the Airport property. Once the cable network is complete, Tenant is pushing fiber further into the Airport, allowing customers to be moved from copper-based services to fiber-based services. As part of this process, customer lines will be transitioned or removed from the Telephone Exchange Building (“**Transfer of Services**”).

7. The City and Tenant agree that each will work in good faith to ensure that the Transfer of Services and Tenant’s surrender of the Premises in accordance herewith may be accomplished in a timely fashion so as to avoid undue delay to the City’s plans to improve the Airport, including terminal construction and improvements being constructed in connection therewith, but also in manner that will not cause a material interruption or diminution in communication services to the Airport.

8. The City and Tenant acknowledge that this Lease applies to Tenant’s rights in and to the Premises only and does not extend to Tenant’s or its affiliates’ communications equipment such as cables, wires, above and below ground transmission equipment, data, video, and information systems and lines, circuits, conduits, electronic equipment manholes, handholes, cable risers, connector terminals, repeaters, dishes, antennas, testing terminals, route markers, service boxes, pedestals, terminal equipment cabinets, electrical conductors, and structures with electronic communication equipment, together with such other fixtures and appurtenances thereto, as the same may exist from time to time throughout the other buildings and other areas of the Airport.

9. The Tenant now desires to lease the Land as hereinafter defined, and to accommodate the Tenant’s Transfer of Services from the Premises, the City will lease the Land to the Tenant upon the terms, provisions and conditions provided in this Lease.

10. Pursuant to an Ordinance of the City, adopted \_\_\_\_\_, 2022, and set forth in the Journal of Proceedings of the City Council of the City at pages \_\_\_\_\_ through \_\_\_\_\_, the City has authorized the execution and delivery of this Lease between the City and the Tenant.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Tenant agree as follows:

## ARTICLE I

### LAND, INFRASTRUCTURE PREMISES

1.1 Original Premises. Returned Premises. Pursuant to the terms of the Original Lease as modified, Tenant leased the Original Premises. The City and Tenant have agreed to reduce the size of the Original Premises by approximately twenty-six thousand nine hundred thirty-eight (26,938) square

feet of land space as outlined and identified as the "Returned Premises" on the attached Exhibit A-2 Site Plan: Returned Premises (the "Returned Premises"). City hereby accepts the Returned Premises in its current AS IS condition; provided however, Tenant agrees that the survival of Tenant's indemnifications provided in Article XIII and Section 7.2 of this Lease shall apply to the Returned Premises and Tenant shall continue to be responsible for the environmental remediation of the Returned Premises pursuant to the terms of Article XIII and costs associated with the City's performance of the Demolition Activities (as hereinafter defined) pursuant to the terms of Paragraph 3.5 and Article XIV.

1.2 Land, Infrastructure and Premises. The City hereby leases to Tenant, and Tenant hereby leases from the City, upon the terms and conditions set forth herein, that certain real property comprising a portion of the Airport and consisting of approximately eighteen thousand seven hundred nineteen (18,719) square feet of land, as further outlined and identified by the "Leased Area" on the attached Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal (the "Land"), subject to the Permitted Exceptions (as hereinafter defined); provided however, the parties agree that the square footage of the Land shall be reduced during the Term to approximately eighteen thousand four hundred forty-nine (18,449) square feet as contemplated by Section 3.4, below, such land, after such reduction, shown as outlined, identified and referred to as the "Leased Land" on the attached Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal. Throughout the Term, Tenant shall have the exclusive right to use the Land, including any and all paving, lighting, structures and related improvements located or to-be-located therein and thereon, including the exclusive use of Tenant's Telephone Exchange Building (collectively, the "Infrastructure"). The Land and the Infrastructure are referred to hereinafter collectively as the Premises (the "Premises").

1.3 Condition of the Premises. The Tenant acknowledges, understands, covenants and agrees (without any representation or warranty of, or recourse to the City) as of the Effective Date, as follows:

- (a) Tenant is currently in possession of the Premises;
- (b) Except as otherwise expressly set forth herein, the Tenant accepts the Premises in "AS IS" CONDITION, WITH ALL FAULTS, without the benefit of any representation or warranty of, or recourse to, the City;
- (c) the Tenant has inspected the Premises and is aware of the physical and structural condition of the Premises, and the suitability of the Premises for the Tenant's proposed use thereof, and the Tenant accepts all of the risks relating to the foregoing;
- (d) the Tenant acknowledges that the City has made no representations or warranties regarding the physical or structural condition of the Premises or the suitability of the foregoing for the Tenant's proposed use of the Premises;
- (e) except as otherwise expressly set forth in this Lease, and except for the provision of normal or typical services, such as the provision of water, the maintenance of sewers and delivery of police and fire department services, and snow and ice removal the City shall not be required to construct any improvements, furnish any services or facilities, perform any maintenance or make any repairs or alterations in or to the Premises, or build any infrastructure necessary to service the Premises during the Term of this Lease; and

(f) except for obligations of the City set forth herein, the Tenant hereby assumes the full and sole responsibility for (i) the Telephone Exchange Building; (ii) the condition, repair, maintenance, and demolition of the Telephone Exchange Building; and (iii) compliance with all covenants, conditions and restrictions of record currently encumbering the Premises, provided however, the City acknowledges and agrees that, notwithstanding anything to the contrary herein, Tenant is not required to make any updates or changes to the Telephone Exchange Building during the Term of this Lease, except as required by law for safety and security purposes.

(g) the Tenant assumes all risks relating to compliance of the Premises with all applicable zoning and building codes and such other applicable laws, statutes, ordinances and regulations relating to the Premises and all such applicable covenants, conditions and restrictions of record when constructing, renovating and operating at the Premises; provided however, notwithstanding anything to the contrary herein, the City acknowledges and agrees that Tenant is not required to make any updates or changes to the Telephone Exchange Building during the Term of this Lease, except those required by law for safety or security purposes; provided further, if any updates or changes to the Telephone Exchange Building are required due to the Gate Expansion Project, then the City shall be responsible for such updates or changes as set forth in Paragraph 3.3.

(h) Without limiting the Tenant's acknowledgements, understandings, covenants and agreements set forth in this Section 1.3 above, except for any express representations, warranties or obligations of the City herein; the Tenant understands, acknowledges, covenants and agrees that: (i) THE CITY MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES, WHETHER THE PREMISES ARE SUITABLE FOR THE TENANT'S USES, PURPOSES OR NEEDS OR REGARDING ANY OF THE MATTERS DESCRIBED IN PARAGRAPHS (a) THROUGH (f) OF THIS SECTION 1.3 ABOVE; (ii) THE CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE ENVIRONMENTAL CONDITION OF THE PREMISES; AND (iii) THE TENANT WAIVES ANY AND ALL CLAIMS AGAINST THE CITY AND THE CITY'S REPRESENTATIVES WHICH MAY CURRENTLY EXIST OR WHICH MAY ARISE IN THE FUTURE, AT COMMON LAW, IN EQUITY, OR UNDER STATUTE, NOW, OR AT ANY TIME, IN EFFECT AND RELATING TO THE PHYSICAL CONDITION OF THE PREMISES, PROVIDED HOWEVER, THIS RELEASE DOES NOT APPLY TO DAMAGE TO THE PREMISES AFTER THE EFFECTIVE DATE TO THE EXTENT DIRECTLY CAUSED BY THE WILLFUL ACT OR NEGLIGENCE OF THE CITY OR ITS EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES OR INVITEES.

#### 1.4 Easements and Utilities.

(a) The Tenant's leasing of the Premises shall be subject to any and all easements, licenses, and any exceptions which currently encumber title to the Premises as of the Effective Date as described in Exhibit B Permitted Exceptions of this Lease, provided such easements, licenses and any exceptions do not unreasonably interfere with Tenant's Permitted Uses of the Premises (the "Permitted Exceptions"), and other rights with respect to the Premises now existing or hereafter granted to or vested in any governmental entities or agencies, including, without limitation, the Federal Aviation Administration ("FAA").

(b) The Tenant acknowledges that there may currently exist, and that the City may grant in the future, easements and rights on, over or under the Premises for the benefit of suppliers or owners of utilities that service the Airport, and the Tenant hereby consents to any such utility easements; provided, however that such future easements and rights granted by the City shall not unreasonably interfere with or otherwise disturb Tenant's quiet enjoyment and Permitted Uses of the Premises.

(c) Tenant shall have the right, upon demonstration of need, and coordination with, the City, to tap into utility and sewer infrastructure adjacent to the Premises for the provision of such services at the Premises in accordance with Section 5.4 of this Agreement.

1.5 Access and Parking. Tenant, its officers, directors, employees, patrons, customers, invitees, guests, contractors, agents, and suppliers of materials or furnishers of services shall have the right of ingress to and egress from and to the Premises twenty-four (24) hours per day, seven (7) days per week over Airport roadways, including the use of common use roadways, subject to such non-discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use. The details of operational and logistical requirements for Tenant's continued access to the Premises, including but not limited to parking for at least thirty (30) of Tenant's employees and contractors, emergency vehicle access, and backup generator access, has been negotiated and agreed to between the Parties and is outlined as agreed in the document attached to this Lease as Exhibit E Maintenance of Operations Plan. The Parties understand and agree that certain provisions (as noted in the Exhibit) of the Maintenance of Operations Plan may need to be altered or revised during the Term of the Lease due to operational needs at the Airport. Should such changes be necessary, the Commissioner of Aviation (the "Commissioner") will submit the revised Exhibit E to Tenant for its review and approval, which approval shall not be unreasonably withheld, conditioned or delayed, and the new Exhibit E will replace the existing Exhibit E as soon as such approval is granted, and in any case no later than thirty (30) days after such approval is requested by the Commissioner.

1.6 City's Reserved Rights in the Premises. The following rights (which may be exercised by the City's officers, employees, agents, licensees, contractors, or designees) are hereby reserved by the City:

(a) rights to air or space above the top level of the Infrastructure for purposes of aircraft flyover and passage, and for such other aviation easements as the City may require, including, for the use and benefit of the public, a right of flight for passage of aircraft in the airspace above such Infrastructure on the Premises, which public right shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport;

(b) to maintain, replace, repair, alter, construct, or reconstruct existing and future utility, mechanical, electrical, and other systems or portions thereof on the Premises to the extent the City is obligated to do so hereunder or has the right to do so pursuant to another provision of this Lease, including, without limitation, systems for the supply of heat, water, gas, fuel, electricity, and for the furnishing of sprinkler, sewerage, drainage, including all related lines, pipes, mains, wires, conduits, and equipment; provided, however, such work by the City or its tenants shall not reduce the square footage of the Premises unless as otherwise provided for herein, nor shall such

work by the City or its tenants unreasonably interfere with Tenant's use of the Premises for the purposes permitted under this Lease, including vehicular access in connection therewith except as contemplated herein, or impair, interrupt or diminish Tenant's systems or facilities located on the Premises. If the City is performing any such activity on the Premises, the City shall provide seven (7) days advance written notice to Tenant (except in the event of an emergency). In the exercise of such rights, the City shall not unreasonably interfere with the business conducted by Tenant in the Premises and shall reasonably restore the Premises upon completion of the work;

(c) to exercise such other rights as may be granted to the City elsewhere in this Lease; including, without limitation, the City's rights in the case of an Event of Default or to cure defaults hereunder;

(d) upon the giving of reasonable notice and at reasonable times (it being understood and agreed that Tenant shall be permitted to have a representative of Tenant accompany the City so long as the City is not delayed, other than to a de minimis extent, entry due to the unavailability of any such Tenant representative), Tenant shall allow the City, and its officials, officers, agents, employees, contractors, professional services firms and invitees, including firms involved in airport construction projects and their service providers or advisors, reasonable access to the Premises for the purpose of examining the same in furtherance of construction planning and coordination with adjacent Airport development; and to modify the locations, points, processes and/or procedures for ingress and egress to and from the Premises, including vehicular access, by re-designating secure areas at the Airport such that the Premises becomes within and/or part of the Aircraft Operations Area (the "AOA"), thus necessitating Tenant's compliance with enhanced security and secure access procedures as further set forth in Sections 17.5 through 17.11 hereinafter, provided any changes are in compliance with the agreement between the parties set for on Exhibit E Maintenance of Operations Plan.

## ~~ARTICLE II~~

### TERM

#### 2.1 Term.

(a) The term (the "**Term**") of this Lease shall commence on the Effective Date and end at 11:59 p.m. (CST) on the date Tenant provides written notice to the City that it has completely vacated the Premises and returned the Premises to the City in the condition set forth on **Exhibit E Maintenance of Operations Plan**, and in accordance with Articles XIII and XIV, for demolition by the City (the "**Termination Date**"), provided, however, that the obligations of the Parties with respect to indemnification, environmental remediation, and demolition, including but not limited to those described in Articles VII, XIII, and XIV, shall survive the termination of the Lease.

(b) Tenant shall use commercially reasonable efforts to completely vacate the Premises and return the Premises to the City in the condition set forth on **Exhibit E Maintenance of Operations Plan**, and in accordance with Articles XIII and XIV, for demolition by the City, as documented by Tenant in a written notice to the City that it has done so, by **June 30, 2024**. (the "**Surrender Date**") unless extended as set forth below. The City shall make reasonable efforts to coordinate its own circuit transfers in a timely manner in coordination with Tenant and to complete

all orders to migrate any remaining City and CDA circuits at the Airport on or before September 30, 2023 (the “**Migration Date**”), provided, however that the Tenant agrees it shall promptly review and communicate any deficiencies in such orders placed by the City and CDA and release such orders promptly once any deficiencies are corrected. In the event all orders to migrate existing City and CDA circuits at the Airport have not been completed by the Migration Date, then the City and CDA agree that the Surrender Date shall be delayed one day for every day that the City or CDA fail to complete the orders to migrate the remaining City and CDA circuits. In the event access, as defined in Section 1.5 and **Exhibit E Maintenance of Operations Plan**, to the Premises is either materially restricted or denied or an event of Force Majeure causes a delay in the Transfer of Services or causes a delay in Tenant being able to vacate the Telephone Exchange Building on or before the Surrender Date, then the parties agree that the Surrender Date shall be extended one (1) day for every day that access is so restricted or denied or Tenant’s work is so delayed. In the event Tenant wishes to invoke this provision 2.1(b), Tenant shall notify the Commissioner, or his or her designee, in writing, which writing may be by email, of the circumstances it believes constitute such an event within five (5) business days of Tenant’s notification of such event; and the Commissioner, or his or her designee, in his or her reasonable discretion, shall determine whether to approve or deny such extension of the Surrender Date, which approval or denial shall be issued in writing to Tenant within three (3) business days of receipt of Tenant’s notification. In the event that the Tenant disagrees with the Commissioner’s written decision, the Tenant will have three (3) business days to contest the decision.

2.2 Original Lease. For the avoidance of doubt and without the necessity for any further action by the City or the Tenant, the term of the Original Lease shall terminate and expire as of the Effective Date hereof and the Original Lease shall be of no further force or effect from and after the Effective Date hereof.

### ARTICLE III

#### CITY AND TENANT WORK

3.1 No Obligation of the City. Except as expressly provided to the contrary in this Lease including all Exhibits, the City shall not be required to perform any work or construct any improvements, furnish any services or facilities, perform any maintenance, make any repairs or alterations, or perform any environmental remediation or clean-up in or to the Premises, or any portion thereof, at any time during the Term, with the exception of environmental remediation, the need for which is caused by the willful misconduct or negligence of the City or its employees, agents, contractors, representatives or invitees.

3.2 No Obligation of the Tenant. Except as expressly provided to the contrary in this Lease including all Exhibits, Tenant shall not during the Term be required to construct any improvements or perform any work other than normal maintenance to the Premises.

3.3 Gate Expansion Project Related Modifications. If any updates or changes to the Telephone Exchange Building are required due to the Gate Expansion Project, then the City shall be solely responsible for any and all modifications to the Telephone Exchange Building required by or caused by the Gate Expansion Project, including but not limited to the removal or replacement of any

stairwells, windows or doors. Any such changes will be proposed to Tenant by the City and submitted to Tenant in writing for Tenant's review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Both the City and the Tenant shall act in good faith and cooperate with each other and the City's contractors in the performance of such work so that the work may be done expeditiously. City shall perform the work with contractors approved by Tenant, which approval shall not be unreasonably withheld, delayed or conditioned, provided however the City and its contractor agree to abide by and follow all reasonable rules and regulations set by Tenant in order to adequately secure the Tenant's Equipment and with minimal interference to the Airport Communications Services. Should Tenant wish to self-perform any such work, Tenant shall follow the procedures described in Article VI and submit to the City for approval, which approval shall not be unreasonably withheld, conditioned or delayed, proposals for the price of such work. The City shall reimburse the Tenant for any such work it self-performs provided the costs are reasonable and approved by the City in advance, such approval not to be unreasonably withheld, conditioned or delayed.

3.4 Removal and Replacement of Underground Storage Tank and Reduction of Square footage of the Premises. Notwithstanding anything to the contrary herein, the Tenant shall be solely responsible for the removal of the existing 2500 gallon underground fuel storage tank located within the Premises (the "**Existing Tank**") adjacent to the Telephone Exchange Building in approximately the location identified as "TANK" Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal and for its replacement with an above-ground fuel storage tank (the "**Replacement Tank**"), as well as any environmental remediation to the extent required pursuant to Article XIII. The Tenant agrees to use all reasonable efforts (including all reasonable efforts to procure required permits) to remove the Existing Tank as soon as reasonably practicable, and in any case prior to June 30, 2022 (the "**Tank Removal Date**"), provided, however, that in the event that the necessary approvals and permits for the removal of the Existing Tank and installation of the Replacement Tank have not been issued by February 1, 2022, other than as a result of Tenant's failure to use such reasonable efforts to procure them, then the Tank Removal Date shall be delayed one (1) day for every day the required permit or approval fails to be issued. City agrees to use all reasonable efforts to assist Tenant in obtaining any necessary approvals and permits associated with the Existing Tank removal and installation of the Replacement Tank. The parties further agree that upon completion of the Existing Tank removal and any remediation, if required, and installation of the Replacement Tank, the Tenant shall return a portion of the Land to the City and the square footage of the Land shall be reduced to eighteen thousand four hundred forty-nine (18,449) square feet as outlined and identified as the "Leased Land" on the Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal. Upon the completion of the removal and replacement of the underground storage tank and the resolution of any Leaking Underground Storage Tank ("**LUST**") incident (the final date of which shall be the "**Tank Removal Completion Date**"), Tenant shall send a letter to the Commissioner notifying the Commissioner of the Tank Removal Completion Date. Following receipt of the letter from Tenant and verification by the City of the Tank Removal Completion Date, City and Tenant agree that the square footage of the Land and the Premises shall be as identified as the "Leased Land" in Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal and that Tenant's Base Rent shall be reduced accordingly as of the Tank Removal Completion Date. If requested by the City, the Tenant agrees that any ground disturbed by the removal of the Existing Tank will be backfilled with stone to grade by the Tenant. The parties agree that from and after the Tank Removal Completion Date the term "Land" as used in this Lease shall refer the "Leased Land" as outlined and identified in Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal only and the term "Premises" shall mean the Land and Infrastructure within the area outlined and identified as the "Leased Land" in Exhibit A-4 Site Plan: Land and Premises Post-Tank Removal; provided

however, Tenant's indemnifications and obligations set forth in Article XIII and Section 7.2 shall survive with respect to the Land before giving effect to any reduction, the Premises, and the Original Premises.

3.5 Demolition of Telephone Exchange Building. Tenant and City agree that the Tenant is solely responsible for all costs associated with the demolition of the Telephone Exchange Building, including but not limited to any and any all costs associated with any environmental remediation and return of the site to grade by backfilling with rock of the Telephone Exchange Building and the Premises, as required by and in compliance with Article XIII and Article XIV below. City and Tenant mutually agree that the demolition of the Telephone Exchange Building will be completed by the City, in accordance with the provisions set forth below in Article XIV and in this Section 3.5 after the date that the Tenant surrenders the Premises to the City in the condition set forth on Exhibit E Maintenance of Operations Plan, and in accordance with Article XIV.

## ARTICLE IV

### RENT

4.1 Base Rent. During the Term, Tenant shall pay to the City the annual base rent, (the "Base Rent"), in twelve equal monthly installments, which shall be calculated as follows: commencing on the Effective Date, the Base Rent for the Land shall be the square footage of the Land multiplied by \$2.25 per square foot per year for eighteen thousand seven hundred nineteen (18,719) square feet, representing the total square footage of the Land before the Tank Removal Completion Date. From and after the Tank Removal Completion Date, the Base Rent for the Land shall be \$2.25 per square foot per year for eighteen thousand four hundred forty-nine (18,449), representing the reduced square footage of the Land as of the Tank Removal Completion Date, as described in Section 3.4.

4.2 Additional Rent. During the Term, Tenant shall also pay, as additional rent, all sums, Impositions, costs, expenses, late charges, and payments of every kind and nature that Tenant in any of the provisions of this Lease assumes or agrees to pay, whether payable initially to the City or a third party pursuant to the terms of this Lease, including but not limited to Holdover Damages (collectively, "Additional Rent"). In the event of any non-payment of Rent by Tenant, the City shall have (in addition to all other rights and remedies) all of the rights and remedies provided for herein or by law in the case of non-payment of Base Rent. (Base Rent and Additional Rent are referred to hereinafter, collectively, as the "Rent").

#### 4.3 Payments; Late Charges.

(a) Commencing on the Effective Date and each month thereafter, Tenant shall pay the Base Rent in equal monthly installments on or before the first day of each calendar month. All Base Rent due and owing under this Lease shall be paid by Tenant to the City without notice, demand, abatement, deduction or offset. The parties agree that Base Rent will be prorated for any partial month or year.

(b) Except where this Lease specifically provides otherwise. Tenant shall pay all Additional Rent, within thirty (30) days after receipt of an invoice and reasonable backup

documentation. If the Tenant fails to pay Additional Rent within the thirty (30) day period then the City may charge interest at the Default Rate. Except where the Lease specifically provides otherwise, all Additional Rent due and owing under this Lease shall be paid by Tenant to the City without notice, demand, abatement, deduction or offset.

(c) Until Tenant shall have been given written notice otherwise by the City, Tenant shall pay all Rent to the Comptroller of the City at his/her office in at 121 North LaSalle Street, City Hall 7<sup>th</sup> Floor, Chicago, Illinois, 60602 or such other place as may be designated in writing by the City and further provided, Tenant has been provided with a fully executed W-9 from the City. Rent for the first and last months of this Lease shall be prorated, if necessary. Tenant reserves the right to make all payments, including but not limited to the Rent payments, by Electronic Fund Transfer (“EFT”), provided Tenant and the City shall agree upon reasonable arrangements for any such EFT payments.

(d) During the Term there shall be no abatement, diminution or reduction of Rent or charges claim by or allowed to Tenant, or any person claiming under Tenant, whether for inconvenience, discomfort, interruption of business, or the like arising from any cause or reason, unless expressly provided for elsewhere in this Lease.

(e) (Tenant’s default in the due and punctual payment of Rent or other sums due and payable under this Lease when and as the same shall become due and payable, shall obligate Tenant to pay interest on such amounts at a rate of twelve percent (12%) per annum calculated on a daily basis (unless a lesser interest rate shall then be the maximum rate permissible by Law with respect thereto) (the “Default Rate”) from the date such payment was due and payable.

(f) No payment by Tenant or receipt by the City of a lesser amount of Rent shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or any letter accompanying any such payment be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City’s right to recover the balance of such Rent.

4.4 Net Lease. It is the purpose and intent of the City and Tenant that this is a net lease, and that all Rent shall, except as herein expressly otherwise provided, be absolutely net to the City. Tenant agrees that, except as otherwise expressly set forth in this Lease, Tenant shall pay all costs, charges and expenses of every kind and nature whatsoever against or in connection with the use and operation of the Premises that may arise or become due during the Term, except to the extent directly caused by (i) the negligence or willful act of the City or its employees, agents, contractors, representatives or invitees or (ii) the Gate Expansion Project.

## ARTICLE V

### TAXES AND UTILITIES

5.1 Impositions. Tenant shall pay or cause to be paid as Additional Rent, before any fine, penalty, interest or cost may be added thereto for the non-payment thereof, all taxes, payments in lieu of taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, of any

kind and nature whatsoever that at any time during the Term, or the term of the Original Lease, that have been or may be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien upon, the Premises, or any part thereof or any appurtenance thereto, whether such charges are made directly to Tenant or through or in the name of the City (all such taxes, payments in lieu of taxes, assessments, water and sewer rents, rates and charges, levies, license and permit fees and other governmental charges for the Premises being hereafter referred to as "**Impositions**"); provided, however, that:

(a) If, by law, any Imposition may at the option of the taxpayer be paid in installments, Tenant may pay the same in such installments over such period as the law allows; and

(b) All Impositions for the fiscal year in which the Term begins and ends shall be apportioned so that Tenant shall pay only those portions thereof that correspond with the portion of said year as is within the Term.

5.2 Receipts. Tenant, upon request of the City, shall furnish to the City within thirty (30) days of the date when any Imposition would become delinquent, official receipts of the appropriate taxing authority, or other evidence reasonably satisfactory to the City, evidencing the payment thereof.

5.3 Abatements; Contests by Tenant. Tenant may seek a reduction in the valuation of the Premises, or its leasehold interest therein assessed for tax purposes, and may contest by appropriate proceedings, at Tenant's sole cost and expense, the amount or validity in whole or in part of any Imposition, and may defer payment thereof if allowed by law.

5.4 Utilities. Tenant shall at its sole cost and expense, obtain/maintain separately metered utilities for all utility service, that are currently separately metered, that Tenant requires at the Premises. City and Tenant agree that water is currently supplied by the City. Tenant shall pay directly to the utility provider, ~~all charges by any public entity (including the City, as the case may be) or utility~~ provider for water, electricity, telephone, gas, sewer and other services supplied or rendered to the Premises, and service inspections made therefor, whether called charge, rate, tax, betterment, assessment, fee or otherwise. The City shall have no responsibility to furnish Tenant with any utilities, and makes no representations or warranties as to the availability of utilities from the companies furnishing such utilities.

5.5 No Liability of the City. The City shall not be required to furnish to Tenant any additional facilities or services of any kind whatsoever to the Premises, such as, but not limited to, water, steam, heat, gas, hot water, electricity, light and power, provided however, City will not unreasonably interfere with the Tenant's existing utilities or services. If additional services are required, the City hereby grants Tenant the right and easement to tie into the existing sources located at or on the Premises in their existing locations to the extent located in adjacent streets and ways owned or controlled by the City and to the extent necessary to operate the Premises, it being understood, however, that the City makes no representation or warranty that existing sources of supply, distribution points or utilities are adequate or sufficient to supply the Premises. In the event that Tenant determines that the enlargement, improvement or expansion of existing sources of supply, distribution points or utilities is necessary to supply the Premises, such enlargement, improvement, or expansion shall be the obligation, and the expense, of Tenant, and shall be undertaken in accordance with plans and specifications prepared by Tenant and reasonably approved by the City in accordance with this Lease.

## ARTICLE VI

## MAINTENANCE AND ALTERATIONS OF PREMISES

6.1 Repair and Maintenance. Throughout the Term, except as otherwise set forth herein, Tenant, at its sole cost and expense, shall be responsible for all maintenance, repair and ultimately the costs associated with the demolition of the Telephone Exchange Building (including without limitation the entire exterior and interior, the roof, the heating, ventilating and air conditioning equipment, all lights, electrical systems, sanitary facilities, plumbing) and all other equipment, and exterior areas located within the Premises and reserved exclusively for the use of Tenant, its employees, agents, contractors, representatives or invitees, provided however, the City is responsible for snow and ice removal of all paved areas and agrees to use commercially reasonable efforts to keep those areas free from snow and ice during the Term of this Agreement. In addition, City is responsible for those certain modifications to the Telephone Exchange Building required by the Gate Expansion Project, as described in Section 3.3. All maintenance and repairs shall be performed in accordance with Legal Requirements and the City's design and construction standards for the Airport.

6.2 Alterations.

(a) Tenant may, at its sole cost and expense, undertake alterations and changes to the Premises (collectively, "**Tenant Alterations**") provided that Tenant shall first obtain the City's written consent (not to be unreasonably withheld, conditioned or delayed) prior to undertaking any Tenant Alterations. In connection with the design and construction of any Tenant Alterations, Tenant shall comply with the requirements of the City's Tenant Project Design and Construction Standard Operating Procedures ("**T-SOP**") and related materials, as may be amended from time to time, a copy of which may be found on the City's website at: <https://www.flychicago.com/business/opportunities/vendor/pages/default.aspx>. Tenant shall pay for all design and construction when and as required by the parties Tenant engages to perform such design and construction. Tenant Alterations shall be made in a good and workmanlike manner and otherwise in accordance with the requirements of the Lease. Throughout the Term, Tenant shall have the right to remove all trade fixtures, communications equipment, fibers, cables, furniture, personal property and equipment of Tenant within the Premises.

(b) It shall be reasonable for the City to withhold consent or approval of any proposed Tenant Alterations, in the City's sole discretion, if the Tenant Alteration would: (A) change the use of the Premises to a use other than a Permitted Use or fail to comply with the City's design standards then in effect; (B) give to any owner, lessee or occupant of any other property or to any other person or entity any easement, right-of-way, or any other right over the Premises); (C) be inconsistent with Legal Requirements, or (D) the City's design standards for the Airport, or any other applicable standards or guidelines adopted from time to time by the City, provided such standards or guidelines are applied reasonably and consistently to similar improvements and with similar tenants at the Airport.

(c) For all Tenant Alterations, the City and Tenant shall each designate in writing a qualified and experienced construction representative, as necessary. Thereafter, and until such designation is changed or withdrawn, such construction representative shall deliver and receive all notices, approvals, communications, plans, specifications or other materials required or permitted

to be delivered or received hereunder. Each construction representative shall interface on all aspects of the Tenant Alterations but shall remain at all times subject to the direction and control of their respective designating party.

(d) Tenant represents and warrants that Tenant will obtain (or cause to be obtained), at its sole cost and expense, all required permits and licenses from governmental authorities (collectively, "**Required Permits**") for all Tenant Alterations, except for those permits or licenses related to changes to the Telephone Exchange Building caused by the Gate Expansion Project or the demolition of the Telephone Exchange Building which permits or licenses shall be obtained (or caused to be obtained) by the City, provided however, Tenant will reimburse the City for the costs associated with obtaining the permits or licenses associated with the demolition of the Telephone Exchange Building and will cooperate in the process, including but not limited to, providing signatures on any documents the City reasonably requests signatures on. The City shall be solely responsible for the costs and expenses associated with any changes required by the Gate Expansion Project. Upon request the party obtaining the permit or license shall provide the other party with a copy of each permit or license. The City and Tenant shall cooperate with each other in obtaining such permits and licenses, including to assist the other party in submitting applications and filings necessary to obtain permits and licenses. Where possible, the City shall fast track any required permits or licenses required by the Tenant for the completion of the Transfer of Services and the demolition of the Telephone Exchange Building. The City will not unreasonably withhold or delay its consent to Transfer of Services and any Tenant Alterations to the Premises. To assist the City's ability to expedite or fast track permit approvals where possible, Tenant shall submit as soon as practicable to the City for its review and written approval, not to be unreasonably withheld, conditioned or delayed, copies of all permit applications and filings (including any and all amendments or modifications) intended to be made by Tenant in connection with FAA determinations, environmental, building code, construction, or demolition matters.

(e) The City's approval of any such application or filing shall be for purposes of this section only and shall not limit any of the City's other property or regulatory rights with respect to such application or filing. Nothing in this Lease shall be deemed or construed in any way as constituting the consent or request of the City, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to, or repair of the Premises or any part thereof.

(f) Except as otherwise set forth in this Agreement, all costs associated with Transfer of Services, Demolition Activities, and Tenant Alterations shall be borne by Tenant.

(g) With respect to any Tenant Alterations, Tenant shall comply with the applicable requirements of Article VII, Article VIII, Article XIII, Article XVI, Article XVII and this Article VI.

### 6.3 Covenant Against Liens.

(a) No party, including the Tenant, shall have any right to file any non-consensual or consensual liens against the Premises, or any property of the City, and the Tenant shall keep the Premises and the leasehold estate created hereunder in and to the Premises free and clear of liens

or claims of liens in any way arising out of the construction, renovation and/or improvement or use thereof by the Tenant.

(b) If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises, the Infrastructure, the underlying fee, or any part thereof, or any other Airport property, with respect to the performance of any labor or the furnishing of any materials to, by or for Tenant or anyone claiming by, for or under Tenant, Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, the City may, if such lien shall continue for fifteen (15) days after notice from the City to Tenant, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding or otherwise, and in any such event, the City shall be entitled, if the City so elects upon another fifteen (15) days' notice from the City to Tenant, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by the City and all costs and expenses incurred by the City in connection therewith, together with interest at the Default Rate from the respective dates of the City's making of the payment or incurring of the cost and expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to the City on demand.

6.4 Excavation and Shoring. If any excavation shall be made or authorized to be made upon land adjacent to or nearby the Premises, Tenant shall afford the person or persons causing or authorized to cause such excavation, at reasonable times and upon reasonable written notice, the right to enter upon the Premises with a Tenant Representative for the purpose of doing work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the Infrastructure on the Premises from injury or damage and to support the same by proper foundations, provided that such work shall be carried out at such person's or persons' sole cost and expense, and further provided, shall not unreasonably interfere with Tenant's operation or services provided from the Premises.

6.5 Snow Removal; Waste Disposal and General Upkeep. Tenant, at its sole cost and expense, shall keep and maintain the Premises safe, secure, clean and sanitary (provided however, Tenant shall not be responsible for, snow and ice clearance, planting and replacing landscaping), and in full compliance with all Legal Requirements. Provided however, City shall maintain all ingress and egress areas and all paved portions of the Premises in good condition, including the City shall be responsible for snow and ice removal. The City agrees to use commercially reasonable efforts to keep the ingress and egress to and from the Premises free from snow and ice.

6.6 Signs. Tenant's signs and all proposed changes to signs on or at the Premises shall be subject to review and approval by the City under its design review procedures for the Airport, as such may be modified from time to time, such approval not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the City will not be considered unreasonable in disapproving proposed signage that (a) is inconsistent with any of the City's assurances to the FAA in grants or other agreements for the operation, development or planning of the Airport or, in the opinion of the City's Director of Aviation Operations, would constitute a safety hazard; (b) is inconsistent with the City's sign/design standards for the Airport, or any other applicable standards or guidelines, as may be adopted in the future, provided said standards or guidelines are applied consistently and fairly to similar

improvements at the Airport; or (c) is for the purpose of advertising and not for identifying the Tenant. Tenant's equipment, signs, trade and light fixtures and other personal property shall be owned and maintained by Tenant. Prior to the Termination Date, Tenant shall remove all such personal property, including but not limited to any signage, located on the Premises. Any personal property remaining after the Termination Date shall be deemed abandoned and subject to removal by the City in accordance with Article XIV and Exhibit E Maintenance of Operations Plan.

6.7 Lighting. Tenant shall provide and maintain adequate lighting within and around the exterior of the Premises, the adequacy of which shall be determined at the reasonable discretion of the FAA, City as applied consistently and fairly to similar improvements at the Airport.

6.8 Sustainability. Tenant shall also use reasonable efforts to implement commercially reasonable "sustainable best practices" in the maintenance and operation of the Premises, and City shall provide reasonable cooperation to Tenant in its implementation and approval of any such practices, provided however, Tenant shall not be required to make any substantial changes to the Telephone Exchange Building in order to meet "sustainable best practices". Rather, the City and Tenant agree that Tenant's current recycling program is acceptable. If not required by Legal Requirements, Tenant is also encouraged to implement a recycling program.

## ARTICLE VII

### INSURANCE AND INDEMNITY

#### 7.1 Insurance Coverage Required for the Premises.

(a) The Tenant shall carry and maintain at all times, at Tenant's own expense, the types of insurance specified below, with insurance companies with an AM Best rating of A- or better, ~~financial size rating of IV or better or for those insurance companies not subject to AM Best's~~ rating (a) an equivalent financial strength rating from S&P or (b) as determined by the City in its sole discretion, they shall have a similar nationally or internationally recognized reputation and responsibility, or as reasonably approved by the City, covering all operations under this Lease performed by the Tenant. The kinds and amounts of insurance required during the Term, are as follows:

(i) *Workers' Compensation and Employer's Liability*. Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Lease with statutory limits. Such insurance shall include Employer's Liability Insurance coverage with limits of \$1,000,000 each accident; \$1,000,000 disease-policy limit; \$1,000,000 disease-each employee. Coverage shall include other states endorsement, alternate employer and voluntary compensation, when applicable.

(ii) *Commercial General Insurance (Primary and Umbrella)*. Commercial General Insurance or equivalent coverage with limits of \$10,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage liability. Such insurance shall include: all premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, independent contractors and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City shall be included as an additional insured by endorsement as respects this Lease on the policy as its interests may appear for liabilities caused, in whole or in part, by the conduct of the Tenant and work, services or operations performed on behalf of the City, The City's additional insured status must apply to liability and defense of suits caused, in whole or in part, by of Tenant's acts or omissions using current ISO endorsements CG 20 11 or endorsement forms providing substantially equivalent coverage. Tenant may self-insure this risk. The Tenant's insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by the City.

To the extent the Tenant relies on excess or umbrella insurance to satisfy the requirements of this subsection (ii) or (iii), any such policy shall follow form and be no less broad than the underlying policy, shall cover the term of underlying policy without interruption, and shall include a drop down provision with no gap in policy limits.

(iii) *Automobile Liability Insurance* (Primary and Umbrella). When any motor vehicles are used in connection with work to be performed by or on behalf of the Tenant, the Tenant shall provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage for any auto including owned, non-owned or hired autos. The City shall be included as an additional insured by endorsement as respects this Lease on a primary, non-contributory basis. Tenant may self-insure this risk.

(iv) *All Risk Builders Risk Insurance*. When Tenant undertakes any construction, Tenant shall provide or cause Tenant's general contractor to provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage extensions shall include but not be limited to boiler and machinery, earthquake and flood. Tenant may self-insure this risk.

(v) *All Risk Property Insurance*. All Risk Property Insurance shall be maintained at replacement cost valuation basis covering all loss, damage, or destruction to the Premises including improvements and betterments and property in the Tenant's care, custody and control. Coverage shall include but not limited earthquake, flood, debris removal and extra expense. The City shall be named as loss payee, as its interests may appear. Tenant may self-insure this risk.

The Tenant shall be responsible for all loss or damage to personal property owned, rented or used by the Tenant.

(vi) *Professional Liability*. When any Tenant's architect, engineers, project managers, construction managers or other professional consultants perform work in connection with this Lease, Professional Liability Insurance covering acts, errors or omissions shall be maintained by such architects, engineers, project managers, construction managers or other professional consultants with limits of not less than \$2,000,000; provided, however, that Tenant's architect, engineers, project managers, construction managers or other professional consultants who perform Tenant Alterations the cost of which is in excess of \$50,000,000 shall be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date shall

coincide with, or precede, start of work on the contract. A claim made policy that is not renewed or replaced shall have an extended reporting period of at least two (2) years.

(vii) *Pollution Liability Insurance.* *Pollution Liability Insurance or self-insurance shall be provided covering bodily injury, property damage, clean-up and other losses as required by law caused by pollution conditions or incidents including any release, discharge, or disposal of a hazardous substance or other regulated material with limits of \$5,000,000 per pollution condition or loss and \$5,000,000 annual aggregate where the pollution is caused during and by Tenant's occupancy of the Premises under this Lease or the Original Lease. Coverage shall include but not be limited to response to and remediation of new, preexisting, known and unknown on-site and off-site pollution conditions and incidents, emergency response costs, repairs, removals, abatement, corrective actions, transportation, contractual liability and defense for pollution conditions or incidents caused during Tenant's occupancy of the Leased Premises or by Tenant's operations under this Lease or the Original Lease. When policies are renewed, the policy retroactive date shall coincide with or precede, start of work in connection with the Lease. A claims-made policy which is not renewed or replaced shall have an extended reporting period of two (2) years. The City shall be included as additional insured by endorsement with respect to this Lease Tenant's occupancy of the Premises on any such policy to the extent Tenant does not self-insure.*

As an alternative to obtaining Pollution Liability Insurance, Tenant may provide for reasonable limits of self-insurance as agreed with the City against the environmental risks that would be covered by a third-party insurer providing Pollution Liability Insurance. If Tenant self-insures against such environment risks, Tenant shall make available the consolidated annual report of AT&T Inc.. All amounts paid to the City by Tenant on account of any self-insurance program shall be deemed insurance proceeds for purposes of this Lease.

(b) Additional Requirements.

(i) *Evidence of Insurance.* The Tenant will furnish the Commissioner with original certificates of insurance (or copies thereof) and a copy of the additional insured endorsements, where applicable, evidencing the coverage required to be in force on the date of this Lease, and renewal certificates of insurance and additional insured endorsements, or such similar evidence (collectively, the "**Evidence of Insurance**"), if the coverages have an expiration or renewal date occurring during the Term of this Lease. Tenant shall submit Evidence of Insurance prior to the Effective Date. The receipt of Evidence of Insurance does not constitute an agreement by the City that the insurance coverage required in this Lease has been fully met or the insurance policies indicated in the Evidence of Insurance are in compliance with all the Lease requirements. Failure of the City to obtain Evidence of Insurance from the Tenant showing compliance with this Section 7.1 is not a waiver by the City of any requirements for the Tenant to obtain and maintain the specified coverages. The City in no way warrants that the insurance required herein is sufficient to protect the Tenant for liabilities that may arise from or relate to the Lease. In the event that the City has tendered a claim to Licensee, or its insurer, or its insurer has denied coverage to the City, Licensee (in its Chicago, Illinois office) will make

available to the City within ten (10) days of the City's written request to Licensee, a copy of actual, authentic and applicable insurance policies for review (but not for copying, faxing or otherwise reproducing any part of any policy or other insurance correspondence), subject to the City first executing a mutually reasonably acceptable non-disclosure agreement. The policy review is limited to no more than three (3) days during a consecutive six-month period and must be conducted during Licensee's normal business hours while the City's representative is accompanied by a Licensee Risk Management professional.

(ii) *Failure to Maintain Insurance.* The insurance hereinbefore specified shall be carried during the Term. In the event Tenant fails to provide proof of coverage, City shall notify Tenant in writing of its failure to provide proof of adequate coverage, if within ten (10) business days of City's notice, Tenant fails to cure then such failure shall constitute an Event of Default, for which the City may exercise any of the City remedies under this Lease until proper evidence of insurance is provided.

(iii) *Notice of Cancellation, and Non-Renewal.* Tenant shall provide for thirty (30) days' advance notice to the City in the event coverage required in this Lease is being substantially changed, canceled, or non-renewed unless replaced. Upon the earlier of Tenant's receipt of a cancellation notice for non-payment of premium or Tenant's knowledge thereof, Tenant shall provide immediate notice to the City of such cancellation or impending cancellation with Tenant's written plan for curing such non-payment and preventing non-payment of premiums thereafter.

(iv) *Insurance Required of Contractors, Affiliates and Sublessees.* In each contract with Tenant's general contractor, Tenant's architect or any other contractor, affiliates and sublessees, the Tenant shall use commercially reasonable efforts to require such Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees to obtain insurance coverages to adequately cover risks associated with any contractor, affiliate or sublessee that are reasonably appropriate in their limits and other terms and conditions to the nature of the contract and standard in the industry within which such Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees practices. The limits of coverage will be determined by Tenant but be no less than \$5,000,000 per occurrence for access to Airside. Such coverages shall insure the interests of the City, its employees, elected officials, agents and representatives including the City as an additional insured on an additional insured by endorsement as respects this Lease. Tenant is also responsible for ensuring that each Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees has complied with the required coverage and terms and conditions outlined in this Section 7.1(b). When requested by the City, the Tenant shall provide, or cause to be provided, Evidence of Insurance. Failure of the Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees to comply with required coverage and terms and condition outlined herein will not limit Tenant's liability or responsibility hereunder.

(v) *No Limitation as to Tenants Liabilities.* The Tenant expressly understands and agrees that any insurance coverages and limits furnished by the Tenant shall in no way

limit the Tenant's liabilities and responsibilities specified within this Lease or by applicable law.

(vi) *Waiver of Subrogation.* The Tenant waives and shall cause its insurers to waive, and the Tenant shall cause each of Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessees, and each of Tenant's general contractor, Tenant's architect or such other contractors, affiliates and sublessee's insurers to waive, their respective rights of subrogation against the City Indemnified Parties for recovery of damages to the extent these damages are covered by the following insurance obtained by Tenant pursuant to this Lease: (1) Workers' Compensation and Employer's Liability Insurance; (2) Commercial General Liability (primary and umbrella); (3) Automobile Liability; (4) All Risk Blanket Builder's Risk Insurance; (5) All Risk Property Insurance; and (6) Professional Liability. With respect to the waiver of subrogation for Workers' Compensation and Employer's Liability, Tenant shall obtain an endorsement equivalent to WC 00 03 13 to effect such waiver. With respect to all of Tenant's coverages that are self-insured coverages, Tenant waives its rights of subrogation against the City. The self-insured coverages are: (1) All Risk Blanket Builder's Risk Insurance; (2) All Risk Property Insurance; and (3) Pollution Liability Insurance. The waiver of subrogation requirement will be satisfied by Tenant including the City Indemnified Parties as joint loss payees to the extent of their insurable interests or additional insureds which would have been covered had Tenant purchased the property insurance.

In the event the insurers of Tenant or insurers of any of Tenant's general contractor, Tenant's architect or sublessees, should seek to pursue contribution or a subrogation claim against the City, the Tenant shall be responsible to pay all cost of defending such claims, including actual attorney's fees of counsel of the City's choosing subject to Section 7.2(g).

~~(vii) *Tenant Insurance Primary.* The Tenant expressly understands and agrees that any insurance or self-insurance programs maintained by the City shall apply in excess of and not contribute with insurance provided by the Tenant under this Lease. All insurance policies required of the Tenant under this Lease shall be endorsed to state that Tenant's insurance policy is primary and not contributory.~~

(viii) *Joint Venture or Limited Liability Company.* If Tenant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

(ix) *Other Insurance Obtained by Tenant.* If Tenant desires additional coverages, the Tenant shall be responsible for the acquisition and cost.

(x) *Self-Insurance of Tenant.* The Tenant may not self-insure any portion of any limit of primary coverage required hereunder unless specifically permitted under this Section 7.1 or otherwise consented to by the City. It is understood that in any instance in which the Tenant is permitted to and chooses to self-insure a portion of the limit of primary coverage required hereunder, the Tenant, as a self-insurer, has the same duties and obligations to the City (e.g. obligation to provide a defense for covered claims) and to the City's liability insurer(s) as a primary liability insurer has to excess insureds and excess

insurers under a standard ISO policy form even though the Tenant's self-insurance is not on a standard ISO form. For purposes of this subsection, self-insurance shall not be construed to include deductibles that apply on a per-occurrence basis.

(xi) *City's Right to Modify.* The City of Chicago Risk Management Department maintains the right, based on commercially reasonable standards, to modify, delete, alter or change these requirements once during the Term with sixty (60) days' notice to the Tenant.

## 7.2 Indemnification.

(a) The Tenant agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, agents, employees, contractors, consultants, invitees and representatives (the "**City Indemnified Parties**"), to the maximum extent allowed by applicable statutes and case law, from and against any and all losses, liabilities, penalties, damages of whatever nature, causes of action, suits, claims, demands, judgments, injunctive relief, awards and settlements in connection with a third party claim (each individually a "**Claim**" and, collectively, "**Claims**"), including payments of claims of liability resulting from any injury or death of any person or damage to or destruction of any property, arising out of or relating to:

(i) the tortious acts or omissions of (1) the Tenant, or (2) Tenant's employees, contractors, subcontractors, agents, licensees, subtenants, vendors, invitees (excluding customers), any other person or entity that Tenant permits to use any portion of the Premises (regardless of whether Tenant enters into an sublease, assignment or license with such other party), and other parties under Tenant's direction or control that come onto the Premises arising out of or relating to Tenant's use or occupancy of the Premises (each an "**Associated Party**" and collectively, the "**Associated Parties**") except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants;

(ii) the Tenant's or its Associated Party's use or occupancy of the Premises in connection with its operations hereunder and the Premises except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants;

(iii) the violation by the Tenant of any agreement, warranty, covenant or condition of this Lease, of any law, ordinance, regulation or court order affecting the Premises except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants; or

(iv) suits of whatever kind or nature alleging violations of any federal or state laws as a result of any actions taken by the Tenant or its Associated Parties, or Tenant's failure to comply with obligations imposed upon the Tenant or its Associated Parties, pursuant to this Lease except to the extent caused by the willful act or negligence of City Indemnified Parties or the willful act or negligence of other Airport tenants; and the Tenant will, at its own cost and expense, defend all such claims, demands and suits, whether frivolous or not. To the extent City Indemnified Parties reasonably expend any cost and

expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will reimburse the City Indemnified Parties for all such reasonable costs and expense, subject to Section 7.2(g) hereof.

(b) Except to the extent caused by the willful act or negligence of the City Indemnified Parties or the willful act or negligence of other Airport tenants, without limiting the foregoing, the Tenant also agrees to defend, indemnify and hold harmless the City Indemnified Parties:

(i) from and against any and all claims or liability for compensation under any workers' compensation statute arising out of the injury or death of any employee of the Tenant. The Tenant shall cause its licensees and contractors to maintain in effect at all times workers' compensation insurance as required by law; and

(ii) from, and to assume all liability for, and to pay, all taxes and assessments for payment of which the City may become liable and which by law may be levied or assessed on the Premises occupied by the Tenant pursuant to this Lease, or which arise out of the operations of the Tenant or by reason of the Tenant's occupancy of the Premises. However, the Tenant may, at its own risk, cost and expense, and at no cost to the City, contest, by appropriate judicial or administrative proceedings, the applicability or the legal or constitutional validity of any such tax or assessment, and the City will, to the extent permitted by law, execute such documents as are necessary to permit the Tenant to contest or appeal the same. The Tenant shall be responsible for obtaining bills for all of said taxes and assessments directly from the taxing authority and shall promptly deliver to the City copies of receipts of payment. In the event the City receives any tax billings, it will forward said billings to the Tenant as soon as practicable.

(c) Without limiting the foregoing, the Tenant shall cause any of its contractors to agree to protect, defend, indemnify and hold the City Indemnified Parties free and harmless from and against any and all claims, damages, demands, and causes of action of all kinds including claims of property damage, injury or death, in consequence of granting the relevant Contract or arising out of or being in any way connected with the contractor's performance under this Lease except for matters shown by final judgment to have been caused by or attributable to the negligence of any City Indemnified Party to the extent prohibited by 740 ILCS 35/1 et seq. The indemnification provided herein shall be effective to the maximum extent permitted by applicable statutes. To the extent Tenant's contractor fails to defend any and all claims, demands or suits against the City Indemnified Parties including claims by any employee, contractors, agents or servants of contractor even though the claimant may allege that a City Indemnified Party is or was in charge of the work or that there was negligence on the part of a City Indemnified Party, Tenant shall be responsible for such defense. To the extent City Indemnified Parties reasonably expend any cost and expense, including attorney fees, in investigating or responding to such claims, demands and suits, Tenant will, or cause any of Tenant's contractors to, reimburse the City Indemnified Parties for all such costs and expense, subject to Section 7.2(g). "Injury" or "damage," as such words are used in this Section 7.2 shall be construed to include injury, death or damage consequent upon the failure of or use or misuse by Tenant's contractor, such contractor's subcontractors, agents, servants or employees, of any scaffolding, hoist, cranes, stays, ladders, supports, rigging, blocking or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by the City. Notwithstanding Tenant's obligation to cause any contractor to agree to the

requirements set forth in this Section 7.2(c), Tenant's failure to cause its contractor to do so shall not constitute a breach hereof, provided that Tenant performs all such actions its contractor would have been required to perform under this Section 7.2(c), including indemnifying and defending the City, itself.

(d) The City shall notify the Tenant as soon as practicable of each Claim in respect of which indemnity may be sought by the City against the Tenant hereunder, setting forth the particulars of such claim, action, proceeding or suit, and shall furnish the Tenant with a copy of all judicial filings and legal process and any correspondence received by the City related thereto.

(e) The City shall be invited to attend and participate in all meetings (including those related to settlement) and to appear and participate in all judicial proceedings related to any Claim against the City, provided that City shall bear the costs of its participation to the extent such participation is not in furtherance of City's defense of any such Claim. The City shall approve the terms of any settlement; which requires the City to perform or refrain from performing any action, *provided that* such approval will not be unreasonably withheld if a settlement includes a full and unconditional release for City Indemnified Parties.

(f) Without limiting the generality of any other provision hereof, the Tenant shall reimburse the City for the reasonable cost of any and all reasonable attorney's fees and reasonable investigation expenses and any other reasonable costs incurred by the City in the investigation defense and handling of said suits and claims and in enforcing the provisions of this Lease.

(g) Notwithstanding the provisions of this Section 7.2, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that (a) a City Indemnified Party's negligence is at least fifty-one percent (51%) or (b) a City Indemnified Party's willful or wanton misconduct is any percentage of the total fault which proximately caused any Claims, Tenant's obligation to indemnify the City for amounts to be paid in connection with the Claims shall be limited to the amount attributable to Tenant's and its Associated Parties' proportionate share of the total fault which proximately caused the Claims. The City and Tenant agree, however, that this Section 7.2(g) is not intended to obviate or lessen in any way the Tenant's duty to defend the City Indemnified Parties; provided, however, that to the extent City and Tenant mutually agree or a court of competent jurisdiction rules that the Claims were the result of the a City Indemnified Parties negligence of at least fifty- one percent sole negligent act or omission or the willful and wanton misconduct of a City Indemnified Party, the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys' fees and court costs. For the avoidance of doubt, the City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party or the willful and wanton misconduct of a City Indemnified Party.

(h) Notwithstanding the provisions of this Section 7.2, the Tenant's indemnification obligations for Environmental Claims are set forth in Section 13.8.

(i) The foregoing express obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification running to the City or a City Indemnified

Party that would exist at common law or under other provisions of this Lease, and the extent of the obligation of indemnification shall not be limited by any provision of insurance undertaken in accordance with this Lease.

(j) Subject to Section 7.2(g), Tenant shall be liable for any loss or damage to any personal property or equipment of Tenant, its agents, servants, employees, officials, or independent contractors.

(k) Except as set forth in Section 7.2(g) Tenant waives the right of contribution against the City Indemnified Parties and subrogation against the City Indemnified Parties.

(l) This Section 7.2 shall survive expiration or early termination of this Lease. The Tenant understands and agrees that any insurance protection furnished by the Tenant pursuant to Section 7.1 shall in no way limit the Tenant's indemnity obligations under the provisions of this Lease.

## ARTICLE VIII

### USE OF PREMISES

8.1 Permitted Uses. Tenant may use the Premises only for supplying the communication services to the business of the Airport and its tenants and the accommodation of the public while at the Airport, including telecommunications services incidental thereto, it being understood that at no time during the Term of this Lease shall the Premises be used to supply telecommunication services for off-Airport locations and/or for services not otherwise serving the Airport, Airport tenants or the public at the Airport. (collectively, "**Permitted Uses**"). Unless inherent to and approved by the City in relation to the Demolition Activities, Tenant's use of the Premises shall be undertaken in a manner such that Tenant shall not: (i) cause substantial noise, vibration, fumes, debris, electronic interference, or other nuisance on or adjacent to the Premises; (ii) create any condition that is a safety hazard; or (iii) unreasonably interfere with Airport operations. Tenant shall comply with FAA regulations and applicable City policies pertaining to the use of any such electronic communication equipment. Tenant agrees that it will not rent to or permit the use of space by third parties wanting to place cellular sites on the Premises. The payment of all applicable fees for such use shall be considered Additional Rent hereunder.

### 8.2 Prohibited Uses.

(a) Without limiting the provisions of Section 8.1, Tenant shall not use or occupy the Premises or any part of the Premises, and neither permit nor suffer the Premises, to be used or occupied, for any of the following (collectively, "**Prohibited Uses**"):

(i) for providing telecommunication services unrelated to the business of the Airport and its tenants and the accommodation of the public at the Airport, or to customers who are not on Airport property;

(ii) for any unlawful or illegal business, use or purpose;

(iii) for any use which is a public nuisance; or

(iv) in such a manner as may make void or voidable any insurance then in force with respect to the Premises.

(b) Promptly upon its discovery of any Prohibited Use, Tenant shall take all reasonably necessary steps, legal and equitable, to immediately discontinue such business or use, or compel discontinuance of such business or use.

8.3 Airport Conditions. The following covenants, agreements, and restrictions shall apply to Tenant's use and occupancy of the Premises, which covenants, agreements, and restrictions shall run with the land, for the benefit of the City and its successors and assigns in the ownership and operation of the Airport:

(a) Tenant shall neither construct nor permit to stand on the Premises any Infrastructure, trees, or other object, whether natural or otherwise, in violation of FAR Part 77, or which would otherwise interfere with the use and operation of the Airport;

(b) Tenant's use of the Premises shall be compatible with noise levels associated with the operation of the Airport; and

(c) Tenant shall not knowingly or negligently undertake, or knowingly or negligently permit, any activity that could create a potential for attracting birds or other wildlife that may pose a hazard to aircraft operations at the Airport.

8.4 No Waste. Tenant shall not injure, overload, deface or strip, or cause waste or damage (other than reasonable wear and tear) to, the Premises or the underlying fee or any part thereof, nor commit any nuisance or unlawful conduct; nor permit the emission of any objectionable noise; nor make any use of the Premises that is offensive to the average reasonable person under similar circumstances.

8.5 Legal Requirements. Throughout the Term, Tenant, at its expense, shall promptly comply with, and shall require all Associated Parties to promptly comply with, all present and future laws, ordinances, orders, rules, procedures, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers (including all reasonable and nondiscriminatory rules, procedures, requirements and regulations that do not conflict with the terms hereof or increase the burdens of Tenant hereunder, currently effective and hereinafter amended, adopted or established by the City, collectively, "**Airport Rules**"), foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Premises, or to the use or manner of use of the same, whether or not such law, ordinance, order, rule, procedure, regulation or requirement is specifically applicable or related to the conduct of the Permitted Uses, or shall necessitate structural changes or improvements (collectively, "**Legal Requirements**", which shall be deemed to include, without limitation, all Laws, Airport Rules and Environmental Laws). Tenant shall, in the event of any violation of this Section 8.5 by Tenant or its Associated Parties on or at the Premises, take steps, promptly upon knowledge of such violation, as Tenant determines to be reasonably necessary to remedy or prevent the same, as the case may be.

8.6 Compliance with Insurance Requirements. Throughout the Term, Tenant, at its expense, shall observe and comply with, and shall cause its Associated Parties to comply with, the requirements of all policies of public liability, casualty and all other policies of insurance required to

be supplied by Tenant at any time in force with respect to the Premises if such observance or compliance, as set forth in this Lease, is required by reason of any condition, event or circumstance arising after the commencement of the Term. Tenant shall, without limiting any other requirements of this Lease, in the event of any violation of this Section 8.6 by any Associated Party, take all reasonable steps, promptly upon knowledge of such violation, to remedy or prevent the same as the case may be.

8.7 Point of Contact; Availability of Employee for Entry. Tenant shall assign a point of contact who shall be available during regular business hours to allow the City access to the Premises for the purposes required or permitted under this Lease. The Tenant shall at all times during the absence of such point of contact provide the names and telephone numbers of at least two (2) additional employees who can be contacted in the event of an emergency and who are authorized to make decisions for the Tenant available or who may be contacted immediately by telephone or other communication to permit the City timely entry onto the Premises.

## ARTICLE IX

### DAMAGE OR DESTRUCTION

9.1 Restoration or Surrender. If any part of the Premises shall be partially damaged by fire or other casualty, and said circumstances render the Premises incapable of being used or occupied by Tenant for the Permitted Uses, then Tenant shall at its option restore the Premises or provide notice to the City of Tenant's election to vacate and surrender the Premises in accordance with Sec. 14.1 hereinafter. In no event shall occurrence of damage by fire or other casualty create or give rise to any extension of the Term of the Lease, unless otherwise agreed by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

## ARTICLE X

[INTENTIONALLY DELETED]

## ARTICLE XI

### ASSIGNMENT AND SUBLEASE OF PREMISES

#### 11.1 Assignment and Sublet.

(a) Except as set forth in Sections 11.1(b) and (c), Tenant shall not, without the City's prior written consent, which consent may be withheld in the City's sole discretion, (i) assign the Lease or Tenant's leasehold interest in the Premises (including a Leasehold Mortgage) to a party other than a Related Party; (ii) sublet any portion of the Premises to a party other than a Related Party; (iii) permit the use or occupancy of the Premises or any part thereof, for any purpose other than a Permitted Use; or (vi) permit the use or occupancy of the Premises or any part thereof by anyone other than Tenant, except for a de minimis use. In no event shall the Lease be assigned or assignable by voluntary or involuntary bankruptcy proceedings or otherwise, and in no event shall

the Lease or any rights or privileges thereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

(b) Tenant may, with the prior written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned, either assign the Lease to a Related Party of Tenant; or allow any transfer of the Premises (or any part thereof), the Lease or Tenant's interest therein by operation of law, under the following conditions:

(i) assignee shall assume all rights and obligations under the Lease, including for the payment of all Rent and for the payment, performance, and observance of Tenant's other obligations and agreements under this Lease;

(ii) Tenant is not in default under the Lease beyond any applicable cure period at the time of giving notice thereof or on the effective date of such assignment;

(iii) As applicable, the Related Party or assignee must provide disclosure in compliance with Chapter 2-154 of the Municipal Code of Chicago; and

(iv) Tenant is not relieved from liability for its obligations under the Lease, and Tenant shall continue to remain secondarily liable for the payment of all Rent under the Lease and for the payment, performance, and observance of all of Tenant's other obligations and agreements under this Lease.

"Related Party" shall mean: (i) any subsidiary, parent, subsidiary of parent, or affiliate of Tenant; (ii) any entity which directly or indirectly controls, is controlled by, or is under common control with Tenant; or (iii) any entity which acquires or succeeds to all or substantially all of the assets or business (including, without limitation, all rights and obligations of Tenant under this Lease) of Tenant; ~~provided, in the case of an assignment, such Related Party has a net worth equal to the greater of the net worth of Tenant as of the effective date of such assignment or the net worth of Tenant as of the Effective Date.~~ The term "control" (including the terms "controlling", "controlled by", and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. In addition, if Tenant is a public corporation, the stock of which is traded through a national or regional exchange or over-the-counter, any dissolution, merger, consolidation or other reorganization of Tenant, or the sale or transfer of less than fifty (50%) of Tenant's capital stock shall not be deemed a voluntary assignment of this Lease subject to the provisions of Section 11.1.

(c) Tenant may assign this lease or its leasehold interest in the Premises to any entity that results from any merger, consolidation, or reorganization of Tenant or, into which Tenant may be merged or with which Tenant may be consolidated, provided as follows:

(i) Tenant is not in default under this Lease;

(ii) Tenant must give City written notice at least fifteen (15) business days before such assignment or sublet unless prohibited by applicable Laws from doing so;

(iii) such assignment is not a subterfuge by Tenant to avoid its obligations under this Lease; and

(iv) Tenant's successor shall have a tangible net worth which is at least equal to the greater of Tenant's tangible net worth at the Effective Date or Tenant's tangible net worth as of the day prior to the proposed merger, consolidation or purchase and Tenant's notice to the City shall include information and documentation evidencing that each of the above conditions has been satisfied.

(d) Any attempted assignment or transfer in violation of this Section 11.1 shall be void.

11.2 Leasehold Mortgages. Tenant, and its successors and assigns, shall not have the right to obtain financing which will be secured by a leasehold mortgage.

## ARTICLE XII

[INTENTIONALLY DELETED]

## ARTICLE XIII

### HAZARDOUS MATERIALS AND OTHER ENVIRONMENTAL MATTERS

13.1 Definitions. For purposes of this Lease, the following definitions will apply to environmental matters:

(a) For this Article XIII only, the term "Premises" shall mean the Original Premises and the Premises

(b) *[Intentionally Omitted]*

(c) "*Concluding Environmental Conditions Walk-Through*" or "*Concluding Walk-Through*" shall mean a physical walk-through of Tenant's Premises or any portion thereof by a representative or consultant of the City and Tenant prior to the date that such Premises are vacated or surrendered pursuant to this Lease, for the purpose of observing the environmental condition of the Premises or any portion thereof and Tenant's compliance with Section 13.2(k), the findings of which shall be documented in a report prepared by such City representative or consultant in consultation with Tenant.

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

(e) "*Discharge*" shall mean an act or omission by which Hazardous Substances or Other Regulated Material now or in the future, are leaked, spilled, poured, deposited, or otherwise disposed into land, wetlands or Waters, or by which those substances are deposited where, unless controlled or removed, they may drain, seep, run or otherwise enter said land, wetlands or Waters.

(f) “Dispose”, “Disposal” or “Disposing” and variants thereof means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any Hazardous Substance or Other Regulated Material into or on any land or water so that such Hazardous Substance or Other Regulated Material or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters.

(g) “Environmental Claim” shall mean any demand, cause of action, proceeding, or suit (a) for damages (actual or punitive), injuries to person or property, taking or damaging of property or interests in property without just compensation, nuisance, trespass, damages to natural resources, fines, penalties, interest, or (b) for losses, or for the costs of site investigations, feasibility studies, information requests, health or risk assessments, contribution, settlement, or actions to correct, remove, remediate, Respond to, clean up, prevent, mitigate, monitor, evaluate, assess, or abate the Release of a Hazardous Substance or Other Regulated Material, or any other investigative, enforcement, cleanup, removal, containment, remedial, or other private or governmental or regulatory action at any time threatened, instituted, or completed pursuant to any applicable Environmental Law, or (c) to enforce insurance, contribution, or indemnification agreements being made pursuant to a claimed violation or non-compliance with any Environmental Law.

(h) “Environmental Indemnitees” shall have the meaning set forth in Section 13.8.

(i) “Environmental Law(s)” shall mean any Federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. Section 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. Section 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. Section 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. Section 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. Section 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 *et seq.*; the Clean Air Act, 42 U.S.C. Section 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.

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

(k) “NPDES” shall mean the National Pollutant Discharge Elimination System.

(l) "*Other Regulated Material*" shall mean any Waste, Contaminant, or any other material not otherwise specifically listed or designated as a Hazardous Substance, that 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, or is a hazard to the environment or to the health or safety of persons.

(m) "*Release*" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, Discharging, injecting, escaping, leaching, dumping, or Disposing of any Hazardous Substance or Other Regulated Material into the environment.

(n) "*Response*" or "*Respond*" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, clean-up, prevent, mitigate, treat, monitor, evaluate, investigate, assess, or abate the Release of any Hazardous Substance or Other Regulated Material, or to prevent or abate any public nuisance.

(o) "*Waste*" includes 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.

(p) "*Waters*" has the meaning set forth in 415 ILCS 5/3.550, as amended from time to time.

13.2 Tenant Representations, Warranties and Covenants. Tenant represents, warrants, and covenants the following:

(a) Tenant has obtained and throughout the Term shall regularly maintain and timely update all applicable licenses, permits, registrations and other authorizations and approvals required under Environmental Laws, and shall provide any notices required under Environmental Laws, for conducting its operations at the Premises. Tenant shall ensure that its Associated Parties obtain, maintain and update all applicable licenses, permits, registrations and other authorizations required by Environmental Laws pertaining to its and their use of and operations at the Premises.

(b) Tenant shall comply and shall ensure that its Associated Parties comply, with all applicable Environmental Laws pertaining to its and their use of and operations at the Premises.

(c) Tenant shall not conduct its operations at the Premises in such a manner so as to cause, unlawfully allow or contribute to, and shall ensure that its Associated Parties do not cause, unlawfully allow or contribute to:

(i) any Release, Discharge or Disposal of any Hazardous Substance or Other Regulated Material at the Premises, in violation of an Environmental Law;

(ii) any violation of any applicable Environmental Law as a result, in whole or in part, of the use by or operations of Tenant or its Associated Parties at the Premises;

(iii) any Release, Discharge or Disposal in violation of any applicable Environmental Law which is a contributing cause of City exceeding any terms, conditions or effluent limits of any NPDES permit or individual storm water discharge permit issued to City, Multi-Sector General Permit, Municipal Separate Storm Sewer System permit, or any applicable federal or State of Illinois effluent limitation guideline, or standard of the MWRD;

(iv) any Release, Discharge or Disposal to the soil or Waters at, underlying, or adjacent to the Premises in violation of any applicable Environmental Laws; or

(v) any emissions to the air in violation of any applicable Environmental Law that results in an exceedance of an applicable emission standard at the Airport or of any terms or conditions of any Tenant air permit.

(d) Tenant shall, and shall ensure that its Associated Parties, handle, use, store, Dispose of, transport, or otherwise manage any Hazardous Substance or Other Regulated Material at the Premises in a lawful manner. Without limiting the foregoing, Tenant shall not conduct, and shall ensure that its Associated Parties do not conduct, any operations or activities involving the use or application of ethylene glycol, propylene glycol, or any other substance in de-icing or anti-icing at the Premises except in accordance with all applicable Environmental Laws and in compliance with any applicable policies and practices as may be adopted by City in consultation with Tenant.

(e) Tenant shall be, and shall ensure that its Associated Parties are, responsible for the proper transportation and Disposal of all Hazardous Substances or Other Regulated Material generated by Tenant or its Associated Parties, or resulting from Tenant's use, activities, and operations, at the Premises during the Term or the term of the Original Lease, including those activities and operations conducted by its Associated Parties. In such cases, in the event a signature as "generator" is required on waste manifests, waste profile sheets or generator's certifications of non-special waste, Tenant shall ensure that either Tenant or its appropriate Associated Party(ies) or a contractor of any of them signs such documents.

(f) Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of any structural controls (above-ground or below-ground), as defined below, used to treat sanitary sewer waste and storm water runoff operated by Tenant or its Associated Parties on the Premises. Maintenance frequencies for structural controls shall be established by the Tenant in a reasonable manner in accordance with industry standards and applicable Environmental Law to ensure effective operation of such controls and to prevent failures of such controls that could result in the Discharge, Release or Disposal of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records required to be kept by applicable law, including the O'Hare Storm Water Pollution Prevention Plan, are maintained on-site and for such duration as required by applicable law. Structural controls to be maintained shall include, but not be limited to: oil/water separators (both storm and sanitary sewer), grease traps, sand traps, diversion valves, shut-off valves, storm sewer drain filters, trench drains, catch basins, rain gardens, and retention/holding ponds and any other structural controls specifically listed on Exhibit D, Structural Controls, as the maintenance responsibility of the Tenant. Tenant shall remove and properly Dispose of any Waste in said designated structural controls maintained by Tenant prior to vacating the Premises. The structural controls for which Tenant is responsible for

maintaining as of the date of this Lease are listed on Exhibit D Structural Controls, which list may be modified by agreement of the Parties to reflect construction/commissioning or demolition/decommissioning of structural controls. The Parties understand and agree that Tenant is not responsible for maintaining any structural controls outside of the Premises as outlined and identified by the "Leased Area" on the attached Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal. The Parties also agree and understand that Tenant is only responsible for the maintenance of the structural controls located within the Premises as outlined and identified by the "Leased Area" on the attached Exhibit A-3 Site Plan: Land and Premises Pre-Tank Removal, as may be modified from time to time..

(g) Tenant shall be, and shall ensure that its Associated Parties are, responsible for the maintenance of air pollution control equipment, if any, required by any applicable Environmental Law operated by Tenant or its Associated Parties on the Premises. If applicable, maintenance frequencies for such air pollution control equipment shall be established by Tenant in a reasonable manner in accordance with industry standards, the provisions of applicable air permits and applicable Environmental Law to ensure effective operation of such equipment and to prevent failures of such equipment that could result in the emission of pollutants in violation of any applicable Environmental Law. Tenant shall ensure that environmental records are kept and maintained on-site for a period of time as required by applicable law. If applicable, the air pollution control equipment units to be maintained shall include, but not be limited to: scrubbers, filters, adsorbers, condensers, precipitators and other equipment, in each case to the extent such equipment is specifically listed on Exhibit D Structural Controls to this Lease as the maintenance responsibility of the Tenant. Tenant shall remove and properly Dispose of any Waste in said designated air pollution control equipment, if any, operated by Tenant prior to vacating the Premises. The air pollution control equipment, if any, for which Tenant is responsible as of the date of this Lease is listed on Exhibit D Structural Controls, which list may be modified by agreement of the Parties to reflect construction/commissioning or demolition/decommissioning of air pollution control equipment.

(h) If Tenant or its Associated Parties cause, unlawfully allow or contribute to a Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material at the Premises in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in any applicable Environmental Law including the O'Hare Spill Response Guide, Tenant shall report such Release, Discharge or Disposal to the appropriate governmental authorities in compliance with applicable Environmental Law, including the O'Hare Spill Response Guide. Tenant shall ensure that its Associated Parties report any Release or Discharge in violation of any applicable Environmental Law to the appropriate governmental authorities, in compliance with applicable Environmental Law, if the operations of said third party cause, unlawfully allow or contribute to a Discharge or Release of a Hazardous Substance or Other Regulated Material in violation of any applicable Environmental Law that is above any reportable quantity set forth in any applicable Environmental Law.

(i) Tenant acknowledges that City is subject to certain NPDES permits, state and federal storm water regulations, federal and state effluent limitation guidelines, and MWRD standards for operations at the Airport. Tenant shall conduct operations and activities at the Premises, including but not limited to de-icing, anti-icing, and construction, and shall ensure that its Associated Parties conduct operations and activities at the Premises in compliance with

applicable Environmental Laws. Tenant acknowledges that its reasonable cooperation is necessary to ensure Airport's compliance with any applicable NPDES storm water permits and effluent limitation guidelines under Environmental Laws. Tenant shall minimize the exposure to storm water of materials generated, stored, handled, or used by Tenant or its Associated Parties at the Premises including Hazardous Substances or Other Regulated Material, by implementing and requiring implementation of certain written "Best Management Practices" as defined by and required under Environmental Laws, and shall make them available to City upon reasonable request. City shall provide advance notice to Tenant of and a reasonable opportunity to comment on, and shall otherwise endeavor to negotiate reasonable and cost effective terms and conditions of any permits issued to City which may affect Tenant's operations at or use of the Premises or operations or activities conducted on its behalf at the Premises, or which may necessitate Tenant's reasonable cooperation to assure City's compliance therewith.

(j) Tenant or its Associated Parties shall cooperate with City, as reasonably requested from time to time by City, to ensure that Tenant's operations at or use of the Airport will not unreasonably interfere with City's implementation of its Chicago O'Hare International Airport Wildlife Hazard Management Plan to reduce wildlife hazards at the Airport.

(k) Tenant, prior to vacating or surrendering any portion of the Premises for any reason, shall:

(i) remove and Dispose of any and all trash, debris or Waste generated by Tenant or its Associated Parties;

(ii) remove any and all above-ground containers and non-permanent structural controls owned by Tenant or its Associated Parties, including, but not limited to, removable filters, grates and above-ground tanks located on Tenant's Premises, unless Tenant and City agree otherwise; and

(iii) comply with applicable Environmental Laws regarding the closing or removal from service of any underground or aboveground tanks, vessels, and containers operated or owned by Tenant or its Associated Parties and located on the Premises.

(l) Tenant understands and acknowledges that certain of its and City's future capital projects at the Premises may require review or approval by the FAA or the United States Environmental Protection Agency ("USEPA") or the Illinois Environmental Protection Agency ("IEPA"), pursuant to requirements imposed upon the Airport or City. If requested by City, Tenant shall reasonably cooperate with City in its preparation of such submittals as are required of City by FAA, USEPA, or IEPA, or their successor agencies, in connection with Tenant's future capital projects or in connection with City capital projects which benefit Tenant.

(m) In the event pre-existing environmental conditions are encountered and/or known to exist on the Premises, the provisions of Section 13.5 shall apply (except that the provision in Section 13.5(a) limiting Tenant's obligations to incidents during the Term shall not apply), and Tenant agrees to be bound as follows, unless otherwise agreed in writing by the City:

(i) In the event a Release or Discharge, or Disposal in violation of Environmental Law which occurred prior to the Effective Date is encountered on any

portion of the Premises, the Tenant shall be presumed to be responsible for all costs incurred in connection with such contamination, including investigation, removal, remediation, or other required plan, report, or Response action, unless the Tenant establishes by a preponderance of the evidence that another party is fully responsible. In addition to any other notice obligations under this section or Section 13.5, Tenant shall promptly notify the City in writing of the discovery of any such Release, Discharge or Disposal if such was not previously known to exist on the Premises.

(ii) With respect to any leaking underground storage tank (“LUST”) incident impacting or relating to the Premises, and for which a no further remediation (“NFR”) letter has yet to be issued, the Tenant hereby agrees to provide a status report and all appropriate documentation to the City concerning the status of the LUST incident and the Tenant’s efforts to close the incident, and shall continue to provide such status report and documentation to the City every six months following the Effective Date until an NFR letter has been issued in relation to said LUST incident.

### 13.3 Right of Entry to Perform Environmental Inspections and Sampling.

(a) City and its contractors and other agents shall have the full right to enter any part of the Premises, at all reasonable times and in City's sole discretion, for the purpose of conducting an inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Tenant's operations thereon, or any other party's use and operations, including operations of Tenant's Associated Parties. City and its authorized agents may take samples and perform tests as needed, including but not limited to soil borings, ground water monitoring, and collection of samples of air, soil, water, groundwater, Hazardous Substances or Other Regulated Material Releases, and Discharges, at City's expense. City will provide seventy-two (72) hours' advance written notice of any City inspection, assessment, investigation, regular inspection, or regulatory compliance audit of Tenant's operations thereon, or any other party's use and operations, including operations of Tenant's Associated Parties or intrusive City sampling to Tenant, except in emergencies, when advance notice shall not be required. Tenant shall have the right to accompany City when any such inspection or sampling is performed, provided that City is not required to unreasonably delay its inspection or sampling to enable Tenant to be present. Tenant shall have the right to obtain, at Tenant's expense, split samples, and City shall promptly provide copies of all analytical results of such sampling, including any non-privileged reports.

(b) Tenant shall cooperate, and shall ensure that its Associated Parties cooperate, in allowing prompt, reasonable access to City to conduct such inspection, assessment, audit, sampling, or tests. In the exercise of its rights under this Section, City shall not unreasonably interfere with the authorized use and occupancy of the Premises by Tenant or Tenant's Associated Parties. Tenant remains solely responsible for its environmental, health, and safety compliance, notwithstanding any City inspection, audit, or assessment. City shall defend, indemnify, and hold harmless Tenant and its Associated Parties from and against any claims, suits, damages, costs, or losses arising from harm to property caused by such inspection, assessment, audit, sampling, or tests.

13.4 Information to be provided to City.

(a) If Tenant receives any written notice, citation, order, warning, complaint, claim or demand regarding Tenant's use of, or operations at, the Premises that is not legally privileged, made confidential by applicable law, or protected as trade secrets:

(i) concerning any alleged Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Tenant or by its Associated Parties;

(ii) alleging that Tenant or any of its Associated Parties is the subject of an Environmental Claim or alleging that Tenant or any Associated Party is, or may be, in violation of any Environmental Laws; or

(iii) asserting that Tenant or any such third party as identified in subsection (i) and (ii) above is liable for the cost of investigation or remediation of a Release or Discharge;

Tenant shall promptly, but not later than five (5) business days after Tenant's receipt, inform City in writing of same, including a copy of such notice received by Tenant.

(b) Tenant shall simultaneously provide to City copies of its submittals of any non-privileged reports or notices required under Environmental Laws to any governmental agency regarding:

(i) Tenant's or its Associated Parties' alleged failure to comply with any Environmental Laws at the Premises, or

(ii) any Release or Discharge arising out of the past or present operations at or use of the Premises pursuant to this Lease.

(c) ~~In connection with any matter arising under Section 13.4(a) above, Tenant shall make available, within ten (10) business days of Tenant's receipt of City's written request, subject to document retention requirements provided by applicable law, the non-privileged documents that Tenant has submitted to any governmental agency pertaining to the environmental compliance status of Tenant's operations at or use of the Premises, including without limitation any and all non-privileged records, permits, permit applications, test results, sample results, written or electronic documentation, studies, or other documentation regarding environmental conditions or relating to the presence, use, storage, control, Disposal, or treatment of any Hazardous Substance or Other Regulated Material by Tenant or its Associated Parties at the Premises.~~

13.5 Tenant's Environmental Response and Compliance Obligations.

(a) Without limiting the indemnity obligations of Section 13.8, if during the Term Tenant or any of its Associated Parties causes, unlawfully allows or contributes to a Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material (including, but not limited to those which contaminate or pollute any air, soil, Waters, storm sewer, detention basin, other stormwater infrastructure, or conveyance system) in violation of any applicable Environmental Law that is above any applicable reportable quantity, emission standard or effluent guideline set forth in an applicable Environmental Law including the O'Hare Spill Response Guide, at any portion of the Premises or adjacent Waters, in connection with their operations at

the Premises, Tenant shall perform or cause to be performed, consistent with the provisions of Section 13.6, the following:

(i) notify the O'Hare Communications Center ("OCC") of such Release, Discharge, or Disposal as required by and in accordance with the O'Hare Spill Response Guide and applicable Environmental Laws;

(ii) report such Release, Discharge, or Disposal to appropriate governmental agencies as required by and in accordance with applicable Environmental Laws;

(iii) promptly respond to the Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material, as required by applicable Environmental Laws;

(iv) promptly take all further actions required under Environmental Laws to abate any threat to human health or the environment;

(v) promptly undertake any further removals, remediation, or corrective actions as are required by Environmental Laws or a governmental agency exercising its authorized regulatory jurisdiction under Environmental Laws, to remedy any such Release, Discharge or Disposal of a Hazardous Substance or Other Regulated Material, and any resulting impacts; and

(vi) promptly obtain documentation of the approval of the closure of such Release, Discharge, or Disposal from the governmental agency(ies) with regulatory jurisdiction as such may be issued under Environmental Laws, and provide such documentation to City.

~~(b) Any remedial or other activity undertaken by Tenant under this Article shall not be construed to impair Tenant's rights, if any, to seek contribution or indemnity from any person, consistent with the terms and limitations of this Lease, including Section 13.8, below.~~

(c) Tenant shall not be responsible under this Section 13.5 for a Discharge, Release, or Disposal to the extent caused by an Air Carrier that Tenant is compelled to accommodate pursuant to Preferential Use Rules and Procedures.

### 13.6 Investigation, Remediation, or Corrective Action Process.

Before commencing any subsurface soil, surface water, stormwater, or groundwater investigations, removals, remediation, or corrective actions that Tenant or Tenant's Associated Parties are required to perform at the Premises under this Lease, including any such actions mandated in Section 13.5, and except for immediate removal actions required by Environmental Laws and otherwise undertaken pursuant to Section 13.5, Tenant shall promptly provide any proposed plans for such investigations, removals, remediation, or corrective actions to City for approval in accordance with applicable Environmental Laws, which shall not be unreasonably withheld or conditioned. The work shall be performed in a diligent manner consistent with the time(s) prescribed by Environmental Laws and relevant governmental authorities and at Tenant's expense, and City shall have the right to review and inspect all such work at any time using

consultants and representatives of City's choice, at City's expense. Specific cleanup levels for any environmental removals, remediation, or corrective actions shall comply with applicable Environmental Laws, with commercial and industrial remediation standards being applied to such actions consistent with the use of the Premises for such purposes. Tenant may also utilize institutional controls and other engineered barriers as part of any removals, remediation or corrective actions to the extent authorized by Environmental Laws and approved by the City in writing, which shall not be unreasonably withheld. In the event deed recordation by the City is necessary for the utilization of commercial and industrial remediation standards or other controls as part of any removals, remediation or corrective actions or any other costs and expenses are incurred in connection with the use of such standards or controls Tenant shall reimburse the City for all deed recordation fees and reasonable attorneys' fees incurred in connection with such recordation. Tenant shall, at Tenant's own cost and expense, have all tests performed, and reports and studies prepared, and shall provide such information to any governmental agency as may be required by applicable Environmental Laws, with a copy simultaneously provided to City. This obligation includes but is not limited to any requirements for a site characterization, site assessment, remediation objectives report, remedial action plan, and remedial action completion report that may be necessary to comply with applicable Environmental Laws.

13.7 City's Rights to Ensure Tenant Compliance with Environmental Response and Compliance Obligations.

(a) If, as is reasonably determined by City, Tenant, Tenant's Associated Parties:

(i) do not take appropriate Response actions required by applicable Environmental Laws in response to a Release, Discharge or Disposal for which it is responsible under Section 13.5, within the time(s) prescribed by such Environmental Law(s) and relevant governmental authorities; or

(ii) do not perform or complete reporting, notifications, investigations, removals, remediation, corrective actions, or closure actions for which it is responsible under Section 13.5 within the time(s) prescribed by applicable Environmental Laws and relevant governmental authorities, or within the time reasonably necessary to enable City to meet its obligations under Environmental Laws (subject to the condition that, in the case of both Section 13.7(a)(i) and (ii) above, City must first provide reasonable advance written notice to Tenant of Tenant's failure to comply with such obligations and a reasonable opportunity for Tenant to cure such failure to comply by Tenant initiating or recommencing any such actions consistent with required schedules (including exercising its legal right to reasonably and in good faith challenge such alleged obligation to comply), but in any event not to exceed forty-five (45) days, except in emergency circumstances in which such advance notice is not possible).

then City or its authorized contractor, in addition to its rights and remedies described elsewhere in this Lease and otherwise available at law, in equity, or otherwise, may, at its election, upon reasonable notice, enter the affected area, and take whatever action City reasonably deems necessary to meet Tenant's obligations under Environmental Laws, within the time required under such Environmental Laws, consistent with the requirements of Section 13.5. In addition to notice and opportunity to cure as set forth in Section 13.7(a)(ii) above, City shall provide Tenant with its

plan to perform such work for Tenant's review and comment at least seven (7) business days before the commencement of such work, which comments shall be reasonably considered by the City, except in emergency circumstances where such advance notice is not possible. Such action taken by City consistent with the requirements of this this Lease shall be at Tenant's expense plus administrative expenses of the greater of five hundred dollars (\$500.00) or 15% of all costs incurred by City, including but not limited to reasonable attorneys' and consultants' fees and expenses, monetary fines and penalties, litigation costs or costs incurred in anticipation of litigation, expert witness fees, and expenses of investigation, removal, remediation, or other required plan, report, or Response action performed in accordance with applicable Environmental Laws.

(b) Except as set forth in Section 13.7(c), below, if City cannot identify with commercially reasonable effort any of the parties causing, unlawfully allowing, contributing to or responsible for a Release, Discharge, or Disposal at or from the Premises requiring the completion of appropriate Response actions as provided in Section 13.5(a), then City shall provide reasonable advance written notice to Tenant of its intention to take actions, to the extent of Tenant's obligations for such actions as provided in Section 13.5(a), to report, repair, contain, investigate, remove, correct or remediate such Release, or Discharge, or Disposal consistent with the requirements of Section 13.5. Tenant shall thereafter be afforded a reasonable opportunity (not to exceed forty-five (45) days) to commence such actions or provide City with information on the identity of the party or parties causing, contributing to, or responsible for such Release, Discharge, or Disposal, which information shall be considered in good faith by City and, as appropriate, shall provide a basis for City's pursuit of any responsible parties consistent with the provisions of Section 13.7(a). In addition to the above written notice, City shall provide Tenant with its plan to perform such actions for Tenant's review and comment at least seven (7) business days before the commencement of any work (except in emergency circumstances in which such advance notice is not possible), which comments shall be reasonably considered by City, after which the costs of such actions, if implemented by City, shall be recovered as a City operating and maintenance or a capital cost, as appropriate.

(c) In the event a Release, Discharge, or Disposal in violation of Environmental Law which occurred prior to the Effective Date is encountered on any portion of Premises, Tenant shall be presumed to be responsible for all costs incurred in connection with such impacts, including investigation, removal, remediation, or other required plan, report, or Response action, unless and to the extent Tenant demonstrates by a preponderance of the evidence that another party is responsible or that the Release, Discharge or Disposal occurred prior to the date of its occupancy at the Premises.

(d) Nothing in this Section is intended or shall be construed so as to prevent City or Tenant from exercising, in their reasonable discretion, any rights granted or available elsewhere in this Article, in this Lease, or by law.

### 13.8 Environmental Indemnification and Reimbursement.

(a) Notwithstanding any other provision to the contrary, Tenant agrees to indemnify, defend, and hold harmless City, its past and present elected and appointed officials, officers, agents

and employees (“**Environmental Indemnitees**”) from and against any and all Environmental Claims resulting from:

(i) the breach by Tenant of any representation or warranty made in this Article;  
or

(ii) the failure of Tenant to meet its obligations under this Article, whether caused or unlawfully allowed by Tenant or any third party under Tenant’s direction or control; or

(iii) documented loss by any Environmental Indemnitee(s) from any Environmental Claim, to the extent caused, unlawfully allowed or contributed to by the unauthorized Release, Discharge, or Disposal of a Hazardous Substance or Other Regulated Material by Tenant or by its Associated Parties or the failure of Tenant or any Associated Party to comply with applicable Environmental Laws in connection with the operations of Tenant or its Associated Parties at the Premises, during the Term or the term of the Original Lease;

(b) Notwithstanding the provisions of this Section 13.8, in the event that the City and Tenant mutually agree or a court of competent jurisdiction determines by a final order that an Environmental Indemnitee’s negligence or willful and wanton misconduct is at least fifty-one percent (51%) of the total fault which proximately caused the Environmental Claims, Tenant’s obligation to indemnify the Environmental Indemnitee for amounts to be paid in connection with the Environmental Claims shall be limited to the amount attributable to Tenant’s and its Associated Parties’ proportionate share of the total fault which proximately caused the Environmental Claims. The City and Tenant agree, however, that this Section 13.8(b) is not intended to obviate or lessen in any way the Tenant’s duty to defend the Environmental Indemnitees; provided, however, that to the extent City and Tenant mutually agree or a court of competent jurisdiction rules that the Environmental Claims were the result of the sole negligent act or omission or the willful and wanton misconduct of an Environmental Indemnitee, the City shall reimburse Tenant for its proportionate share of the costs of defense, including, but not limited to, attorneys’ fees and court costs. For the avoidance of doubt, City shall reimburse Tenant for all defense costs Tenant incurred with respect to defending the City Indemnified Parties against Claims to the extent that City and Tenant mutually agree or a court of competent jurisdiction rules that such Claims were the result of the sole negligent act or omission of a City Indemnified Party.

(c) City shall provide Tenant with prompt notice of any Environmental Claims to allow Tenant the opportunity to properly and effectively respond to or otherwise defend such Environmental Claims. Tenant shall, at its own cost and expense, defend all Environmental Claims whether frivolous or not. In the event City undertakes any action, including but not limited to investigations, removals, remediation, or corrective actions with respect to any Environmental Claims in response to the failure of Tenant to defend such Environmental Claims as Tenant deems appropriate in its reasonable judgment, Tenant shall reimburse City, upon written demand by City, for all reasonable and documented costs that City incurs in association with such action, including but not limited to consultants’ fees, contractors’ fees, reasonable attorneys’ fees, and expenses of investigation, removal, Response, remediation, or corrective action.

(d) Except to the extent set forth in Section 13.8(b) above, Tenant waives the right of contribution and subrogation against the Environmental Indemnitees in connection with Environmental Claims set forth in Section 13.8(a) and (c), above.

(e) Regardless of the date of termination of this Lease, the indemnifying party's representations, obligations and liabilities under this Article shall continue as long as the indemnified party bears any liability or responsibility under this Article or the Environmental Laws.

(f) Any claims for environmental matters shall be subject to this Section 13.8 and shall not be subject to the indemnification provisions set forth in Section 7.2 of this Lease.

### 13.9 Limitations.

Except pursuant to Section 13.7(b) and (c), Tenant's obligations under this Article shall not apply to: (a) Releases, Discharges or Disposal that migrate onto, into, or from the Premises or the Airport and that were not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or third parties under Tenant's or its corporate predecessor(s)'s direction or control or conducting operations or activities on its or their behalf; or (b) Releases, Discharges or Disposals on, at, or from the Premises not caused, unlawfully allowed or contributed to by Tenant or its corporate predecessor(s) or by its or their Associated Parties, or any other party under Tenant's or its corporate predecessor(s)'s direction or control.

### 13.10 Existing Condition.

This Lease does not commit the City to conduct any environmental remedial or closure activities on the Property or other Airport property and the City does not admit and cannot be deemed to have admitted any liability as to any condition that may exist on the Premises or other Airport property.

13.11 Concluding Environmental Walk-Through. At least sixty (60) days prior to vacating or surrendering the Premises or any portion of them for any reason, Tenant shall provide City with access to perform a Concluding Walk-Through in order to determine the environmental condition of the Premises or that part of the Lease Premises being vacated, and their state of compliance with the requirements of Section 13.2(k). City shall provide Tenant with an opportunity to participate in the walk-through. If the Concluding Walk-Through reveals that Tenant has not removed all trash, containers, tanks, structures, debris, residue, and other items, materials and Waste for which Tenant or anyone operating on its behalf is responsible as required by Section 13.2(k), or has otherwise failed to comply with the requirements of Section 13.2(k), City will share its Concluding Walk-Through report and any relevant photographs with Tenant. Tenant will remove or correct any items to the extent not in compliance with the requirements of Section 13.2(k) within five (5) business days of receipt of said report and photographs, or such longer period of time as reasonably requested by Tenant to perform the corrective actions.

13.12 Tenant Hazardous Substance-Related Equipment and Fixtures. Any fixed tanks, pumps, chemical or Hazardous Substance or Other Regulated Material containers, pipelines, lines, and equipment or other such fixtures installed by or on behalf of Tenant shall at all times remain the property of Tenant, and ownership of or responsibility for such equipment shall not pass to City

by virtue of such equipment being installed at the Premises, except pursuant to the agreement of the City and the Tenant. No such equipment shall be installed without the written consent of City. The list of structural controls in Section 13.2(f), Exhibit D Structural Controls, and/or air pollution control equipment in Section 13.2(g), Exhibit D Structural Controls, above, if applicable, shall be amended by agreement of the parties to reflect such installation.

13.13 Waiver. Any delay by City in the enforcement of any right hereunder, shall neither be construed as a waiver, nor create an expectation of non-enforcement of that or any other provision or right. In order to be effective, any waiver of any right, benefit, or power hereunder must be in writing and signed by an authorized representative of City, it being intended that no waiver shall be implied by City's conduct or failure to act. Any specific written waiver shall be applicable only to the particular facts and circumstances thereby addressed and shall not be of any effect with respect to future events, even if any of said future events involve substantially similar circumstances. Any remedies provided for in this Article shall be cumulative and in addition to, and not in lieu of, any other remedies available to City elsewhere in this Lease, at law, in equity, or otherwise.

#### ARTICLE XIV

#### SURRENDER, DEMOLITION

##### 14.1 Surrender Condition.

(a) Given that delays associated with Transfer of Services and the demolition of the Telephone Exchange Building have the potential to delay the construction of various planned Airport facilities, including but not limited to Gate Expansion Project, and the fact that the area ~~surrounding the Telephone Exchange Building will be "air side" with live airplane jet traffic prior to the Termination Date~~, the City and Tenant agree that the Tenant shall turn over the Premises to the City on or before the Surrender Date in the condition set forth on Exhibit E Maintenance of Operations Plan.

(b) Throughout the Term, the City and the Tenant shall coordinate milestones and Tenant shall update its progress to the City on a regular basis for meeting such timeframe as to the anticipated date that Tenant will vacate the Premises in accordance with the Terms of this Article XIV and Exhibit E Maintenance of Operations Plan. In addition, Tenant shall provide the City with written notice of Tenant's intention to surrender the Premises or any portion of them for any reason at least thirty (30) days prior to the anticipated date of such surrender. If requested by the Tenant, the City will assist Tenant in obtaining consent of the other tenants and occupants at the Airport relating to the Transfer of Services. As reasonably requested by the City, upon not less than twenty-four (24) hours' notice, from time to time, representatives of the City and the Tenant shall conduct one or more walk-throughs of the Premises, including the Telephone Exchange Building, if not otherwise demolished prior thereto, to confirm the condition and situation of the acceptability of the site.

(c) Final Walk-Through. Prior to vacating or surrendering the Premises or any portion of them for any reason, either party may request one or more joint walk-throughs of the Premises to be surrendered and both parties will promptly schedule and jointly conduct any such

walk-through of the Premises to determine if the Premises will be delivered to the City in compliance with this Article XIV and **Exhibit E Maintenance of Operations Plan**. If any items have not yet been removed by the Tenant, City and the Tenant will jointly decide whether or not the items will be removed by the Tenant prior to the Termination Date or if the items will be deemed abandoned by the Tenant and demolished with the Telephone Exchange Building, provided however, any additional costs associated with removal of such items shall be at Tenant's cost and expense. Any items not removed prior to the Termination Date will be deemed abandoned by the Tenant and disposed of by the City by demolition or any other means at Tenant's sole cost and expense.

(d) **Demolition Activities**. Following the Termination Date, the City shall conduct the management of the demolition and removal of the Telephone Exchange Building and any additional agreed upon Infrastructure, provided that the demolition, including but not limited to removal of all demolition debris, remaining environmental remediation, and return of the site to grade by backfilling with rock (the, "**Demolition Activities**"), shall be done at Tenant's sole cost and expense in accordance with the terms of this Lease.

(e) Approximately eighteen (18) months prior to the Termination Date, the City will issue a solicitation for proposals for a demolition contractor, using a scope of work developed by CDA and Tenant. Prior to soliciting contractors, CDA and Tenant will each work together in good faith and will each agree to give reasonable consideration to comments made by the other party when developing the demolition scope of work, it being understood and agreed that CDA will have the final say in determining the scope of work. The City will evaluate the bids and select the lowest qualified bidder for award of the demolition contract (the "**Demolition Contract**"). Subject to applicable procurement rules and regulations, Tenant shall have the right to approve the costs associated with the Demolition Contract. Tenant's approval shall not be unreasonably withheld, conditioned or delayed. In no event shall the City make material changes to or modifications to the Demolition Contract or incur any additional costs and expenses without the prior consent of Tenant, which consent may not be unreasonably withheld, conditioned or delayed. Without limiting the generality of the foregoing, approvals or consents will be deemed given if Tenant does not object within thirty (30) days of submission of the proposal to Tenant by the City.

(f) On the latter of January 31, 2024 or thirty (30) days after execution of the Demolition Contract, Tenant shall advance the City the approved costs associated with the Demolition Contract. Within thirty (30) days of completion of the Demolition Activities, City will provide Tenant with an itemized statement and reasonable backup documentation (with costs identified) in reasonable detail of all work completed on Tenant's behalf. If the statement shows that Tenant has overpaid for such work then the City shall reimburse Tenant within thirty (30) days following the Tenant's receipt of the itemized statement. In the event, Tenant underpaid for such work, then Tenant shall reimburse the City for such underpayment within thirty (30) days of Tenant's receipt of the itemized statement.

(g) **Holdover Damages**. Any delay in the Tenant surrendering the Premises to the City by the Surrender Date has the potential to delay the construction of various planned Airport facilities including but not limited to the Gate Expansion Project. If Tenant fails to vacate and surrender possession of the Premises to the City on or before the Surrender Date (as may be

extended pursuant to Section 2.1(b)) in the condition required by this Lease and Exhibit E Maintenance of Operations Plan, then commencing the first day following the City's issuance of a notice to quit and/or surrender possession of the Premises, Tenant shall be responsible for the actual costs incurred by the City in connection with any delays in the planned commencement or construction of Airport construction projects including but not limited to the Gate Expansion Project, to the extent caused by Tenant's failure to timely vacate the Premises, which such costs shall constitute actual damages (the "**Late Surrender Damages**").

(h) Entry. Notwithstanding anything to the contrary in this Lease, during the progress of any work on the Premises which may under the provisions of this Article XIV be performed by the City, the City may keep and store in the areas in which such work is being conducted all necessary materials, tools, supplies and equipment, provided that such activity does not disrupt or interfere with Tenant's Airport Communication Services. The City shall not be liable for inconvenience, annoyance, or disturbance, subject to the conditions in the preceding sentence, by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.

## ARTICLE XV

### DEFAULT AND REMEDIES

15.1 Events of Default. If any one or more of the following events (each, an "**Event of Default**") shall happen:

(a) If default shall be made in the due and punctual payment of any Rent or other sums payable under this Lease or any part thereof, when and as the same shall become due and payable, and such default shall continue for a period of ten (10) business days after notice from the City to Tenant specifying the items in default; or

(b) If Tenant shall fail to maintain insurance as required by, and such default shall continue for a period of ten (10) business days after notice from the City to Tenant; or

(c) If Tenant fails to promptly update the economic disclosures furnished in connection with this Lease, as required and in accordance with Section 2-154-020 of the Municipal Code of Chicago, when such information or responses contained in its economic disclosures are no longer complete or accurate; or

(d) If the Premises shall be abandoned, deserted, or vacated by Tenant without City consent, it being understood that the Premises shall not be deemed abandoned, deserted, or vacated if demolition is being undertaken pursuant to this Lease or for Casualty or a Force Majeure Event; or

(e) If Tenant shall initiate the appointment of a receiver to take possession of all or any portion of the Premises or Tenant's leasehold estate for whatever reason, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall initiate voluntary proceedings under any bankruptcy or insolvency law or law for the relief of debtors, or if there shall be initiated against Tenant any such proceedings which are not dismissed within ninety (90) days; or

(f) If Tenant shall fail to vacate and surrender the Premises to the City on or before the Surrender Date; or

(g) If default shall be made by Tenant in the performance of or compliance with any of the agreements, terms, covenants or conditions in this Lease, other than those referred to in paragraphs (a) through (f) of this Section 15.1, for a period of thirty (30) days after notice from the City to Tenant specifying the items in default, or in the case of a default or a contingency which cannot with due diligence be cured within the thirty (30) day period, Tenant fails to proceed within such thirty (30) day period to cure the same and thereafter to prosecute the curing of such default with diligence and to cure such default within sixty (60) days after notice of the default;

(h) then, if Tenant fails to cure any such default listed above the City shall have the right to give written notice to Tenant specifying such Event or Events of Default and stating that this Lease shall expire and terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and upon the date specified in such notice this Lease and all rights of Tenant under this Lease shall expire and terminate, unless prior to the date specified for termination the Event or Events of Default shall have been cured, and Tenant shall remain liable as hereinafter provided, and for avoidance of doubt, the Land is and shall remain the property of the City without necessity of any deed or conveyance from Tenant to the City, and any Infrastructure, personalty, equipment or fixtures remaining on the Land shall be deemed abandoned and vested to and in the City without other or further act.

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#### 15.2 City's Right To Perform Tenant's Covenants.

(a) Performance by the City. If Tenant shall at any time beyond the expiration of any applicable cure or grace periods provided under this Lease fail to pay any Imposition as defined in and in accordance with the provisions of Article V hereof, or to take out, pay for, maintain or deliver any of the Evidence of Insurance as provided for in Article VII hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed, then the City may, but shall be under no obligation to:

(i) pay any Imposition payable by Tenant pursuant to the provisions of Article V hereof, or

(ii) take out, pay for and maintain any of the insurance policies provided for in Article VII hereof, or

(iii) make any other payment or perform any other act on Tenant's part to be made or performed as in this Lease provided.

The City may enter upon the Premises (after at least two (2) days' notice to Tenant except in the event of emergency) for any such purpose, and take all such action thereon, as may be necessary to cure the default listed in 15.2.

(b) Reimbursement. All reasonable sums so paid by the City and all reasonable costs and expenses incurred by the City, including reasonable attorneys' fees and expenses, in connection with the performance of any such act, together with interest at the Default Rate from the date of such payment or incurrence by the City of such cost and expense, shall constitute Additional Rent payable by Tenant under this Lease and shall be paid by Tenant to the City on demand. If the City shall exercise its rights under paragraph (a) of this Section 15.2 to cure a default of Tenant, Tenant shall not be relieved from the obligation to make such payment or perform such act in the future, and the City shall be entitled to exercise any remedy contained in this Lease if Tenant shall fail to pay such Additional Rent to the City upon demand. Any reasonable costs of the City pursuant to this Section as a result of a default by Tenant, shall be recoverable by the City as Additional Rent at a rate of 115% of the costs for such work performed by the City. All costs incurred by the City hereunder shall be presumed to be reasonable in the absence of a showing of bad faith, clear error, or fraud.

(c) Entry. During the progress of any work on the Premises which may under the provisions of this Article XV be performed by the City, the City may keep and store in the areas in which such work is being conducted all necessary materials, tools, supplies and equipment, provided that such activity does not disrupt or interfere with Tenant's operations. The City shall not be liable for inconvenience, annoyance, or disturbance, subject to the conditions in the preceding sentence, by reason of making such repairs or the performance of any such work, or on account of bringing materials, tools, supplies and equipment onto the Premises during the course thereof, and the obligations of Tenant under this Lease shall not be affected thereby.

### 15.3 Intentionally Left Blank.

15.4 Additional Remedies. If Tenant fails to remove any items required to be removed by it hereunder within sixty (60) days after the City provides Tenant with notice of termination in accordance with Section 15.1(h), then the City may terminate the Lease and remove said items and Tenant shall pay the reasonable cost of any such removal, repair and demolition, together with interest thereon at the Default Rate from and after the date such costs were incurred until the City's receipt of full payment therefor and all applicable Additional Rent as set forth herein. Upon or at any time after the termination of this Lease, the City may, without further notice, enter upon and re-enter the Premises and possess and repossess itself thereof, by force, summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other persons and property from the Premises, and may have, hold and enjoy the Premises and the right to receive all income from the same. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, and such liability and obligations shall survive any such expiration or termination.

15.5 No Waiver. No failure by either the City or Tenant to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such

breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by either the City or Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the other party. No waiver by the City or Tenant of any breach shall constitute a waiver of any other, or subsequent, breach or in any way affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

15.6 Injunctive Relief. In the event of any breach by Tenant or the City of any of the agreements, terms, covenants or conditions contained in this Lease, the non-breaching Party shall be entitled to enjoin such breach and shall have the right to invoke any right and remedy allowed at law or in equity or by statute or otherwise as though re-entry, summary proceedings, and other available remedies not provided for in this Lease.

15.7 Holdover. No occupancy by Tenant after the last day of the Term or earlier termination of this Lease shall be construed as agreement or acquiescence by the City to extend the Term. In the event of continued occupancy by Tenant of all or any portion of the Premises after the last day of the Term or earlier termination of the Lease without the express prior written approval of the City, such holding over shall be on a month to month basis on the same terms and conditions as this Lease, including payment of the Rent as set forth herein. Except in the case of a Force Majeure Event (as defined in Section 18.20), Tenant shall pay Base Rent for the Premises during such holdover period at 125% for the first sixty (60) days and 150% thereafter of the annual rate of the Base Rent last payable, in addition to all other Additional Rent as required hereunder.

15.8 Remedies Cumulative. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City or Tenant of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

## ARTICLE XVI

### NONDISCRIMINATION AND EQUAL OPPORTUNITY PROVISIONS

16.1 Non-Discrimination. Tenant acknowledges that the City has given to the United States of America, acting by and through the FAA, certain assurances with respect to non-discrimination required by Title VI of the Civil Rights Act 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), 49 CFR Part 21, 49 CFR § 47123, 28 CFR § 50.3 and other acts and regulations relative to non-discrimination in Federally-assisted programs of the U.S. Department of Transportation (“DOT”) (collectively, and including all amendments thereto, the “Acts and Regulations”) as a condition precedent to receiving Federal financial assistance from FAA for certain Airport programs and activities. The City is required under the Acts and Regulations to include in this Lease, and Tenant agrees to be bound by, the following covenants and requirements:

(a) Tenant, for itself, its assignees and successors in interest, covenants and agrees that it shall assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability, be excluded from participating in any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA. In the event of Tenant's breach of any of the above Non-discrimination covenants, the City shall have the right to terminate this Lease.

(b) Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a DOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Tenant shall maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations such that no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

(c) In the event of Tenant's breach of any of the Non-discrimination covenants described in subsection (b), above, the City shall have the right to terminate this Lease, and to enter, re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued. This subparagraph (c) shall not become effective until the procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

(d) Tenant, for itself, its personal representatives, successors in interest and assigns, as part of the consideration hereof, hereby covenants and agrees, as a covenant running with the land, that (i) no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (ii) in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (iii) Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

(e) In the event of Tenant's breach of any of the Non-discrimination covenants described in subsection 16.1 (a), above, the City shall have the right to terminate this Lease, and to enter or re-enter and repossess the Premises and the facilities thereon, and hold the same as if this Lease had never been made or issued. This subparagraph (e) shall not become effective until the applicable procedures of 49 CFR Part 21 are followed and completed, including the expiration of appeal rights.

(f) Tenant shall include these subsections (a) through (f), inclusive, in Tenant's licenses, permits and other instruments relating to the Premises, and shall require that its licensees, permittees and others similarly include these statements in their licenses, permits and other instruments relating to the Premises.

16.2 Affirmative Action. Tenant assures that: (a) it shall undertake an affirmative action program as required by the City, and by all federal and state laws, rules and regulations pertaining to

Civil Rights (and any and all amendments thereto), including, without limitation, 49 CFR Part 21 and 49 U.S.C. § 47123, to assure that no person shall, on the grounds of race, creed, color, national origin, sex, or age be excluded from participation in or denied the benefits of the program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA; (b) it shall not engage in employment practices that result in excluding persons on the grounds of race, creed, color, national origin, sex, or age, from participating in or receiving the benefits of any program or activity conducted with or benefitting from Federal financial assistance received by the City from the FAA, or in subjecting them to discrimination or another violation of the regulations under any program covered by 49 CFR Part 21 and 49 U.S.C. § 47123; and (c) it shall include the preceding statements of this Section 16.2 in Tenant's contracts and other applicable documents under this Lease, and shall require that its contractors and others similarly include these statements in their subcontracts and applicable documents.

## ARTICLE XVII

### OTHER REQUIREMENTS

17.1 Contract Requirements. Without limiting the provisions of Section 8.1 and 16.1 of this Lease, Tenant shall, at its sole cost and expense, at all times observe and comply, and shall require for all Tenant Alterations that Tenant's general contractor, Tenant's architect, and all other of its consultants, contractors, and subcontractors (including, without limitation, requiring the inclusion or incorporation by reference of such requirements in all of Tenant's contracts or agreements with Tenant's general contractor, Tenant's architect and all other such consultants, contractors, or subcontractors and the City shall be expressly identified as a third party beneficiary in the contracts thereunder) observe and comply, with all applicable federal, state, and local laws, ordinances, rules (including Airport Rules), regulations, and executive orders, now existing or hereinafter in effect (each, a "Law", and collectively, "Laws"), to the extent applicable to such party and its operations at the Land or the Premises.

(a) Federal.

(1) Aviation Security, 49 USC 449 et seq.

(2) It shall be an unlawful employment practice for Tenant to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to his/her compensation, or the terms, conditions, or privileges of his/her employment, because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin. Additionally, the Tenant and any assignee or sublessee agree to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no individual shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance, including but not limited to the following:

- A. Civil Rights Act of 1964, 42 USC 200 et seq.; 49 CFR Part 21; Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 USC 2000(e) note, as amended by Executive Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Section 520 of the Airport and Airway Improvement Act of 1982.
- B. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended.
- C. Civil Rights Restoration Act of 1987 (P.L. 100-209).
- D. Age Discrimination Act of 1975 (42 USC 6101 – 6106), as amended.
- E. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended; and 49 CFR part 27.
- F. Equal Employment Opportunity Regulations 41 CFR Part 60-2.
- G. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601.
- H. Americans with Disabilities Act of 1990 (P.L. 101-336); and 41 CFR Part 60 et seq. and 49 CFR parts 37 and 38.
- I. Air Carriers Access Act, 49 USC 41705.

(3) Federally Assisted Contracts, 49 Code of Federal Regulations Part 26.

(4) Uniform Federal Accessibility Guidelines for Buildings and Facilities.

(5) Occupational Safety and Health Act, 40 USC 333; 29 CFR 1926.1.

(6) Hazard Communication Standard, 29 CFR 1926.58.

(b) State (to the extent that the below are applicable to Tenant and/or Tenant's Permitted Uses at the Premise):

(1) Municipal Purchasing Act, 65 ILCS 5/8-10-1 et seq.

(2) Illinois Environmental Protection Act, 415 ILCS 5/1.

(3) Tax Delinquency Certification, 65 ILCS 5/11-42.1-1.

(4) Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., regulations at 71 Ill. Adm. Code Ch. 1, Sec. 400.110.

(5) Steel Products Procurement Act, 30 ILCS 565/1 et seq.

- (6) Public Construction Bond Act, 30 ILCS 550/0.01 et seq. (in form and amount and with surety acceptable to the City and The City named as co-obligee)
- (7) Prevailing Wage Act, 820 ILCS 130/0.01 et seq.
- (8) Mechanics Lien Act, 770 ILCS 60/23 (waiver of liens).
- (9) Criminal Code provisions applicable to public works contracts, 720 ILCS 5/33E.
- (10) Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq.
- (11) Illinois Human Rights Act, 775 ILCS 5/1-101 et seq.
- (12) Public Works Employment Discrimination Act, 775 ILCS 10/0.01.
- (13) Illinois Public Act 85-1390 (1988 Ill. Laws 3220) (MacBride Principles).
- (14) Veteran Preference Act, 330 ILCS 55/0.01 et seq.
- (15) Illinois Governmental Ethics Act, 5 ILCS 420/1-101.
- (16) Public Officer Prohibited Activities Act, 50 ILCS 105/3.
- (17) Municipal Purchasing Act for Cities of 500,000 or More Population, 65 ILCS 5/8-10-17 (pecuniary interest).

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(18) Illinois Wage Payment and Collection Act, 820 ILCS 115/9 (deduction from wages).

(c) Municipality (to the extent the below are applicable to Tenant and/or Tenant's Permitted Uses at the Premises).

- (1) Section 2-92-250 of the Municipal Code of Chicago (Retainage).
- (2) Section 2-92-030 of the Municipal Code of Chicago (Performance bonds).
- (3) Section 2-92-580 of the Municipal Code of Chicago (MacBride Principles).
- (4) Section 2-160-010, et seq. of the Municipal Code of Chicago (Chicago Human Rights ordinance). Further, Tenant shall furnish such reports and information as requested by the Chicago Commission of Human Relations.
- (5) Section 2-92-420 of the Municipal Code of Chicago (Minority Owned and Women-Owned Business Enterprise Procurement Program). Tenant shall make good faith efforts and shall cause its contractors and subcontractors to utilize good faith efforts to meet participation goals for MBEs and WBEs in the design (25% for MBEs and 5% for WBEs) and construction (26% for MBEs and 6% for WBEs) of the Tenant Alterations including the utilization of the City's

Assist Agencies to aid in the identification of MBE and WBE certified businesses as more fully set forth in Exhibit C.

(6) Section 2-92-330 of the Municipal Code of Chicago (Resident and Premises Area Hiring Preferences).

(7) Section 2-92-390 of the Municipal Code of Chicago (Affirmative Action).

(8) Section 2-92-586 (Disability Owned and Operated Firms). Generally, encourages Tenant and its contractors to use firms owned or operated by individuals with disabilities.

(9) Section 2-92-320 of the Municipal Code of Chicago (Non-Collusion, Bribery of a Public Officer or Employee). Generally, no person or business shall be awarded a contract if such person or business entity has been convicted of, or admitted guilt for, bribery or attempting to bribe a public officer or employee of the City, State of Illinois, or any agency of the federal government or any state or local government in the United States or has been convicted of, or admitted guilt for, collusion among bidders, in the previously three years.

(10) Chapter 2-56 of the Municipal Code of Chicago (Office of Inspector General). Generally, Tenant and its Associated Parties shall cooperate with the City Inspector General and Legislative Inspector General in investigations.

(11) Chapter 2-154 of the Municipal Code of Chicago (Disclosure of Ownership Interests). Generally, Tenant and any person having equal to or greater than a 7.5% direct or indirect ownership interest in Tenant and any person, business entity or agency contracting with the City shall be required to complete appropriate disclosure documents as required by the City.

(12) Chapter 2-156 of the Municipal Code of Chicago (Governmental Ethics Ordinance). Generally, no payment, gratuity or offer of employment shall be made in connection with any City contract, including this Lease and there are no conflicts of interest.

(13) Section 2-92-380 of the Municipal Code of Chicago (Set-off for fines or fees owed the City).

(14) Sections 2-156-111, 2-156-160, 2-156-080 and 2-164-040 of the Municipal Code of Chicago (Requires financial interest disclosure).

(15) Section 2-92-610 of the Municipal Code of Chicago (Living Wage Ordinance) and Mayoral Executive Order 2014-1 setting the City minimum wage.

(16) Chapter 4-36 of the Municipal Code of Chicago (Licensing of General Contractors).

(17) Section 11-4-1600(e) (Environmental Warranties). Generally, the Tenant warranties and represents that to its knowledge, it, and its Associated Parties, are not in violation with certain Municipal Code provisions regarding dumping and disposal of public waste.

(18) Section 2-156-030(b) (Prohibition on Certain Relationships with Elected Officials).

(19) Intentionally Deleted.

(20) Mayoral Executive Order 2011-4 (Prohibition on Certain Contributions): Tenant or any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5% (“**Owners**”), spouses and domestic partners of such Owners, Lessee’s subtenants, if any, any person or entity who directly or indirectly has an ownership or beneficial interest in any subtenant, if any, of more than 7.5% (“**Sub-owners**”) and spouses and domestic partners of such Sub-owners (Lessee and all the other preceding classes of persons and entities are together, the “**Identified Parties**”), shall not make a contribution of any amount to the Mayor of the City of Chicago (the “**Mayor**”) or to his political fundraising committee during (i) the bid or other solicitation process for this Lease, including while this Lease or Other Contract is executory, (ii) the Term or any Other Contract between City and Tenant, and/or (iii) any period in which an extension of this Lease or Other Contract with the City is being sought or negotiated.

Tenant represents and warrants that from the date the City approached the Tenant or the date the Tenant approached the City, as applicable, regarding the formulation of this Lease, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Tenant 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.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Lease, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Lease, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

For purposes of this provision:

“Other Contract” means any agreement entered into between the Lessee and the City that (i) is formed under the authority of Municipal Code of Chicago Ch. 2-92; (ii) is for the purchase, sale or lease of real or personal property; or (iii) is for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

“Contribution” means a “political contribution” as defined in Municipal Code of Chicago Ch. 2-156, as amended.

“Political fundraising committee” means a “political fundraising committee” as defined in Municipal Code of Chicago Ch. 2-156, as amended.

17.2 No Exclusive Rights. Nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 U.S.C. § 40103(e) to conduct any business (other than the exclusive right to use and occupy the Premises), and the City reserves the right to grant to others the privileges and right of conducting any or all activities at the Premises (other than the right to use and occupy the Premises).

17.3 Subordination of Lease to Agreements. Tenant's use and occupancy of the Premises shall be and remain subject to the provisions of any existing or future agreements between the City and the United States government, the FAA, or any other governmental authority with jurisdiction over the operation or maintenance of the Airport, the execution of which has been or will be required as a condition precedent to the granting of federal or other governmental funds, including, without limitation, grant agreements. Tenant shall reasonably abide by the requirements of agreements entered into between the City and the United States government and shall consent to amendments and modifications of this Lease if required by such agreements or if required as a condition of the City's entry into such agreements.

17.4 Survival of Certain Provisions. All of City's and Tenant's indemnities, waivers, assumptions of liability, duties and obligations hereunder, including but not limited to those contained within Section 7.2, Article XIII, Article XIV, and the related provisions of Article XVIII, shall survive the expiration or other termination of this Lease, whether by expiration of time, operation of law or otherwise, to the extent required for the observance and performance thereof.

17.5 Confidentiality of Airport Security Information. Tenant acknowledges and agrees that information vital to the security of the airport (“**Airport Security Data**”), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Tenant in connection with this Lease. Tenant has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Tenant fails to safeguard the confidentiality of Airport Security Data, Tenant is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration (“**FAA**”), or the Transportation Security Administration (“**TSA**”) that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Tenant, with parties providing material, labor or services to complete the any work relating to this Lease, must contain the language of this section. If the Tenant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

17.6 Airport Security Act. This Lease is expressly subject to 49 U.S.C. § 40101 *et seq.*, 49 U.S.C. § 44901 *et seq.*, and the rules and regulations promulgated thereunder, including, without limitation, 49 C.F.R. 1542 and 49 C.F.R. 1544. the same may be amended from time to time (collectively, the “**Airport Security Act**”), the provisions of which are hereby incorporated by reference. In the event that Tenant or its employees, agents, contractors, subcontractors, suppliers of materials, or providers of services, in the performance of this Lease, has: (i) unescorted access to secured areas located on or at the Airport; or (ii) capability to allow others to have unescorted access

to such secured areas, Tenant shall be subject to, and further shall conduct with respect to its employees, agents, contractors, subcontractors, suppliers of materials, or providers of services, and the respective employees or contractors of each, such employment investigations, including criminal history record checks, as the City or the FAA may deem necessary or as may be required by any Legal Requirement. Further, in the event of any threat to civil aviation, as defined in the Airport Security Act, Tenant shall promptly report any information in accordance with those regulations promulgated by the Secretary of the United States Department of Transportation and by the City. Tenant shall, notwithstanding anything contained herein to the contrary, at no additional cost to the City, perform under this Lease in compliance with those guidelines developed by the City and the FAA with the objective of maximum-security enhancement.

17.7 Intentionally Deleted.

17.8 SEC Rule 15c2-12. Tenant, upon the City's request, shall provide to the City such non-confidential information as the City may reasonably request in writing to comply with the City's continuing disclosure requirements under SEC Rule 15c2-12, as it may be amended from time to time, provided, however, that Tenant may, in lieu of providing the requested information, direct the City to a Tenant or Securities and Exchange Commission website where the requested information is then currently available.

17.9 Airport Security Badges. The Tenant must apply for a CDA Airport Security Badge for each of its employees, Subcontractors, material suppliers, invitees, consultants or other persons the Tenant employs during the Term. Each person requiring regular access to airside areas of the Airport must submit a signed, completed "Access Control Photo ID Badge and Fingerprint Application", to the CDA to receive an Airport Security Badge, which may include authorization to drive on the Aircraft Operations Areas ("AOA"). However, if the person does not go through security to the airside more often than seven (7) days, over the duration of the project, that person may be escorted by an individual with an airport security badge.

Each person requiring regular access to Airside areas of the Airport must submit a signed, completed "Access Control Photo ID Badge and Fingerprint Application," to the CDA to receive an Airport Security Badge, which may include authorization to drive on the AOA. Prior to issuance of the Airport Security Badge, the employee must complete the TSA required training class.

The FAA, TSA, and City requires employees of Tenants, Contractors and all Subcontractors to provide fingerprints for a criminal history check conducted by the Federal Bureau of Investigation as a requirement to apply for an Airport Security Badge.

Employees without proper credentials will be removed from the AOA or any secured area of the airport.

17.10 Airfield Access Vehicle Permits: In order for the Tenant to be issued Airfield Access Vehicle Permits for operation of a vehicle on the AOA, the Tenant must submit a "Company Vehicle Access Form - AIRFIELD". The Tenant is responsible for requesting and completing these forms for all vehicles to be used on the Project site. Vehicles without proper credentials will be removed from the AOA or any secured area of the airport.

17.11 Airport Access Rules. The following rules related to Security Badges, Vehicle Permits, Driver's Licenses must be adhered to:

a. Each person must wear and display an Airport Security Badge issued to that person on his or her outer apparel, above the waist, at all times.

b. Tenant must ensure that its employees needing an ORD badge have met the security background checks and training requirements of the Airport Certification Manual and FAR Part 139. This includes, but may not be limited to:

i. 10-year employee background check (contractor responsibility).

ii. Finger printing (completed at ORD).

iii. On all Airside Projects: During the badging process, but prior to receiving ORD ID badge, all employees shall complete Part 303 (2 hours) training, the cost for which is incidental to the Contract.

iv. Annual 303 Training. This training is required for all personnel that will be issued an ORD identification badge, except when issued a red badge. If an employee is issued a green badge, with or without driving privileges (yellow stripe), this training must be completed prior to application for the initial badge and repeated annually prior to badge renewal. This requirement applies to all Tenants, Contractors and Subcontractors.

v. Vehicle driver testing, if applicable.

c. All individuals operating a vehicle on the AOA must be familiar and comply with ~~motor driving regulations and procedures of the State of Illinois, the City of Chicago, and the CDA.~~ The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver Licenses. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Airport Security Badge that includes authorization to drive on the Airside. In order to receive a badge authorizing operation of a vehicle on the AOA, the individual must attend mandatory training and pass a written examination.

d. All vehicles and mobile construction equipment that are to be in use on the AOA for more than seven (7) days over the duration of the project, must have an Airfield Access Vehicle Permit affixed to the vehicle at all times while operating on the AOA. All vehicles and construction equipment are subject to search as they enter the AOA or any time thereafter. In addition, all required City stickers and State Vehicle Inspection stickers must be valid.

e. Escorted vehicles or equipment that will be in use on the AOA for less than seven (7) days over the duration of the Term, that do not have an Airfield Access Vehicle Permit are required by the TSA to be inspected as they enter the AOA.

f. Access to the Premises for Tenant Alterations sites will be as shown or designated on the Contract Documents. The Tenant will use only designated access gates, service roads or haul roads while on Airport property.

g. Whenever the Tenant receives permission to enter Airport property in areas that are not exit/entering points, secured by Airport Security, the Contractor will be required to provide gates that comply with Airport design and construction standards. Two (2) bonded security guards will be required at the gates when the gates are in use. Unless otherwise directed by the City, the locks and security guards will be provided by Airport Security. If Tenant is required to provide security guards, Tenant's failure to provide the necessary security will result in an immediate closure by Airport personnel of the points of access. No extension of time will be allowed for the execution of Relocation if the Tenant is required to gain access through Airport Security exit/entry points.

h. The Commissioner will determine areas in which the Tenant may stockpile materials, and park equipment, or vehicles, and any conditions related thereto.

i. Damage to any security fencing, gates, or alarms caused by the Tenant must be immediately reported to the Commissioner and must be manned by a bonded security guard of the Tenant until restored and must be restored to its original condition within an eight (8) hour period from the time of notice given by the Commissioner.

j. Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner and must be manned by a bonded security guard of the Tenant on a twenty-four (24) hour basis during the period of temporary removal and must be restored to its original condition when construction is completed.

k. Weapons, alcohol, illegal drugs, or other contraband are not allowed on the Airport.

l. All Tenant's personnel and vehicles working within the Airport security limits will be properly identified. All Airfield Access Vehicle Permits and Airport Security Badges will be issued to the Tenant by the Commissioner, as required. Return of all Permits and Badges to the Commissioner after completion of the Project is the responsibility of the Tenant. Final Contract Payment will not be made until all Permits and Badges issued have been returned to CDA.

m. The Tenant must place signage that identifies the Tenant, on all vehicles and equipment used at the Airport. The size of the signage and information to be provided will be determined by the Commissioner.

n. Certified Flagger Training: Under the requirements of Advisory Circular (AC) 150-5370-2F, all personnel flagging on an airport must be familiar with the specific requirements and limitations of the construction project and taxiway crossing areas. All Tenant flaggers are required to attend the Airport flagger training program.

## ARTICLE XVIII

### MISCELLANEOUS

18.1 Quiet Enjoyment. Tenant, upon paying the Rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be kept, shall quietly have and enjoy the Premises during the Term without hindrance by anyone claiming by, through or under the City as such, subject, however, to the exceptions, reservations and conditions of

this Lease. The foregoing shall not create any liability on the part of the City for any defects in or encumbrances on the City's title existing as of the date hereof.

18.2 Entry on Premises by the City. Tenant shall permit the City and its authorized representatives, upon 24 hour advance notice to Tenant, to enter the Premises at all reasonable times with a Tenant representative for the purpose of inspecting the same for compliance with the covenants and obligations of this Lease, provided that such inspections shall be conducted so as not to unreasonably interfere with the conduct of business therein by Tenant or any subtenant or other occupant, and Tenant shall have the right to have a representative accompany the City. Tenant agrees that no notice shall be required in the case of emergency, provided the City shall use reasonable efforts to provide prior notice and, in any event, shall provide such notice promptly following such emergency entry

18.3 Security Cameras and Airport Camera System. Tenant shall comply with any and all security camera and security camera system initiatives, policies, programs, procedures and requirements as issued from time to time by the City to the extent that such Security Camera Requirements are applicable to the Premises, provided the City reimburses Tenant for any such applicable costs. The City shall institute and enforce such Security Camera Requirements in a non-discriminatory manner so as to treat Tenant no less favorably than other Airport tenants, including airlines operating at the Airport. For purposes of airport security at the Airport, after the Effective Date, Tenant shall make available to the City, at the City's request and cost, all closed-circuit television feeds that monitor the Premises immediately when such closed-circuit television is available to Tenant.

18.4 Notices. Notwithstanding anything else in this Lease to the contrary, all notices required to be provided pursuant to this Lease shall be in writing and shall be sent: (a) by personal delivery, nationally-recognized commercial overnight delivery service, (b) by registered or certified U.S. mail, postage prepaid and return receipt requested, addressed to the applicable party as set forth below, or to such other address(es) as such party may designate from time to time by notice to the other party or as required by this Lease, and shall be deemed given upon receipt, or upon attempted delivery where delivery is refused or mail is unclaimed; or (c) to the extent expressly permitted elsewhere in this Lease for a specific notice or as mutually agreed by the City and Tenant, by electronic mail with electronic receipt. The parties' addresses for notices shall be:

If to the City:

Chicago Department of Aviation  
P.O. Box 66142  
10510 West Zemke Road  
Chicago, IL 60666  
Attn: Commissioner  
Electronic Mail Address:  
CDACommissioner@cityofchicago.org

If to Tenant:

AT&T Services, Inc.  
One AT&T Way, Room 1B201  
Bedminster, NJ 07921  
Attn.: CRE Lease Administration

and to:

AT&T Services, Inc.

225 W. Randolph St., 13<sup>th</sup> Floor  
Chicago, IL 60606  
Attn.: Lori Skrezyna  
LS6189@att.com

and to:

AT&T Services, Inc.  
208 S. Akard Street, Room 3137  
Dallas, TX 75202  
Attn: AVP Senior Legal Counsel-Real Estate

AT&T Services, Inc  
15 East Midland Avenue  
Paramus, NJ 07652  
Attn.: Debbie Braun AVP Senior Legal  
Counsel—Real Estate  
Db2009@att.com

With a copy to:

Corporation Counsel City of Chicago  
2 North LaSalle Street, Suite 540  
Chicago, IL 60602  
Attn: Deputy Corporation Counsel, Aviation,  
Environmental, Regulatory Division

And a copy to:

Chicago Department of Aviation  
P.O. Box 66142  
10510 West Zemke Road  
Chicago, IL 60666  
Attn: Chief Development Officer  
Electronic Mail Address:  
CDACHiefDevOfficer@cityofchicago.org

And a copy to:

Chicago Department of Aviation  
P.O. Box 66142  
10510 West Zemke Road  
Chicago, IL 60666  
Attn: Deputy of Real Estate  
Electronic Mail Address:

CDADeputyRealEstate@cityofchicago.org

And a copy to:

Chicago Department of Aviation  
P.O. Box 66142  
10510 West Zemke Road  
Chicago, IL 60666  
Attn: General Counsel  
Electronic Mail Address:  
CDAGeneralCounsel@cityofchicago.org

18.5 Severability. If any term or provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

18.6 Intentionally deleted.

18.7 Waiver of Jury Trial. The parties hereto waive a trial by jury of any and all issues arising in any action or proceeding between them or their successors or assigns under or connected with this Lease or any of its provisions, any negotiations in connection therewith, or Tenant's use or occupation of the Premises.

18.8 No Brokers. The City and Tenant mutually represent that they have dealt with no broker in connection with this Lease. The City and Tenant hereby indemnify and agree to save the other harmless from any and all loss, cost, damage or expense incurred arising from their respective dealing with a broker.

18.9 No Partnership or Joint Venture. Nothing contained under this Lease shall be construed to create a partnership or joint venture between the City and Tenant or to make the City an associate in any way of Tenant in the conduct of Tenant's business, nor shall the City be liable for any debts incurred by Tenant in the conduct of Tenant's business, and it is understood by the parties hereto that this relationship is and at all times shall remain that of landlord and tenant.

18.10 Consents. Except in the case where the City has specifically agreed in this Lease not to unreasonably withhold its consent and the City withholds its consent in violation of such specific requirement in this Lease, Tenant shall have no claim, and hereby waives the right to any claim, against the City for money damages by reason of any refusal, withholding or delaying by the City of any consent, approval or statement of satisfaction, and, in such event, Tenant's only remedies therefor shall

be an action for specific performance or injunction to enforce any such requirement and in the event the Tenant is granted specific performance or injunctive relief then the end of the Term shall be delayed by one day for every day of delay caused by the City.

18.11 Accord and Satisfaction. No acceptance by the City of a lesser sum than the Rent then due shall be deemed to be other than on account of the earliest installment of such Rent due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of Rent be deemed an accord and satisfaction, and the City may accept such check or payment without prejudice to the City's right to recover the balance of such installment or pursue any other remedies provided in this Lease.

18.12 Final Agreement. This Lease constitutes the entire agreement between the parties regarding the subject matter of this Lease, there being no other terms, oral or written, except as herein expressed. No modification of this Lease will be binding on the parties unless it is in writing and signed by both parties hereto. This Lease will become effective as a binding Agreement only upon the handwritten legal execution and delivery hereof by City and Tenant.

18.13 Successors and Assigns. All of the covenants, stipulations and agreements herein contained shall, subject to the provisions of Section 11.1, inure to the benefit of and be binding upon, the successors and assigns of the parties hereto.

18.14 Enforcement of the City's Liability. Anything contained in this Lease to the contrary notwithstanding, but without limitation of Tenant's equitable rights and remedies, the City's liability under this Lease shall be enforceable only out of the City's interest in the Premises, and the rents, issues and profits therefrom; and there shall be no other recourse against, or right to seek a deficiency judgment against, the City except to the extent caused by the City's willful misconduct, nor shall there be any personal liability on the part of any official, officer, employee, agent or representative of the City, with respect to any obligations to be performed hereunder, except in the case of willful and/or wanton misconduct.

18.15 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Premises by reason of the fact that the City may acquire or hold, directly or indirectly, the leasehold estate hereby created or an interest herein or in such leasehold estate, unless the City executes and records an instrument affirmatively electing otherwise.

18.16 Captions; Interpretation. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease. The table of contents and headings contained in this Lease are for reference purposes only and shall not affect in any way the meaning or interpretation of this Lease. Whenever the words "include," "includes" or "including" are used in this Lease, they shall be deemed to be followed by the words "without limitation." The definitions contained in this Lease are applicable to the singular as well as the plural forms of such terms. Any agreement, instrument or Law defined or referred to herein means such agreement, instrument or Law as from time to time amended, modified or supplemented, unless otherwise specifically indicated.

18.17 Table of Contents. The Table of Contents contained in this Lease is for the purpose of convenience and reference only and is not to be deemed or construed in any way as part of this Lease, nor as supplemental thereto or amendatory thereof.

18.18 Governing Law. This Lease shall be governed exclusively by, and construed in accordance with, the laws of the State of Illinois. The City and Tenant agree that any court action to be brought by either party in connection with this Lease shall be brought in a court of competent jurisdiction located within the State of Illinois, and each party consents to the jurisdiction of such court and hereby waives any right to remove any such action to any other forum.

18.19 Time of the Essence. Time shall be of the essence hereof.

18.20 Force Majeure. A delay in or a failure of performance by Tenant in the performance of its obligations hereunder shall not constitute a default under this Lease to the extent that such delay or failure of performance (i) could not be prevented by Tenant's exercise of reasonable diligence and (ii) results from acts of God, or of the public enemy, acts of the government, terrorism, fires, floods, or other casualties, epidemics, pandemics, quarantine restrictions, freight embargoes, unusually severe weather, strikes or other labor disturbances in the Chicago area not attributable to the failure of Tenant to perform its obligations under any applicable labor contract or law and directly and adversely affecting Tenant (a "**Force Majeure Event**"). The following shall, in no event, be deemed to be Force Majeure Events: Tenant's financial condition; inability to obtain permits and approvals if Tenant is not diligently pursuing the same. City and Tenant agree to use commercially reasonable efforts to minimize the delay and other adverse effects of any Force Majeure Event. Tenant shall provide the City with prompt written notice of any Force Majeure Event excusing its delay or non-performance. Tenant shall keep the City reasonably informed of any development pertaining to such Force Majeure Event.

18.21 Tenant's Employees and Subcontractors to Work in Harmony. Tenant agrees for itself and its Associated Parties that they shall be able to work in harmony with all elements of labor employed by the City at other facilities owned or operated by the City.

18.22 Tenant Cooperation With Other Development. Tenant agrees not to oppose applications for governmental permits and approvals relating to any proposed development by the City and any other party of any portion of the Airport in the vicinity of the Premises, provided that such applications or development will not alter Tenant's rights or limit or interfere with Tenant's Permitted Uses hereunder.

18.23 Definition of the City. For purposes of this Lease and the exhibits attached hereto, the "City" means the City of Chicago, a municipal corporation and home rule unit of local government organized and existing under Article VII, Sections 1 and 6(a), respectively, of the 1970 Constitution of the State of Illinois, and its successors and assigns. In any case under this Lease or the exhibits attached hereto that the City may or shall take any action, perform any review or approval, engage or participate in any process, or otherwise perform any of its obligations or other terms hereunder, such action or performance may be undertaken by, under the supervision of, or at the direction of the CDA the Commissioner of Aviation, or by such other departments, persons, officials, representatives, or contractors as may be specifically authorized by the City from time to time. Without limitation of the foregoing, however, it is understood and agreed that, unless the City notifies Tenant otherwise, the Commissioner of Aviation shall be authorized to act on behalf of the City.

18.24 Confidentiality. The parties recognize that each party may be required to deliver certain proprietary or confidential information to the other party under the terms of this Lease; provided, however, prior to the delivery of any information that the party deems "confidential" or "proprietary" the parties agree to comply and execute a commercially reasonable acceptable mutually acceptable Confidentiality Agreement, subject to the City's obligations under Illinois Freedom of Information Act, 5 ILCS 140/1, et seq. ("FOIA"), Illinois Local Records Act, 50 ILCS 205/1 et seq., ("ILRA") and other applicable laws.

18.25 No Construction Against Draftsman. No inference in favor of or against any party should be drawn from the fact that such party drafted or participated in the drafting of this Lease or that such provisions have been drafted on behalf of such party.

18.26 Exhibits. All exhibits referred to in this Lease and which may, from time to time, be referred to in any duly executed amendment to this Lease are (and with respect to future amendments, shall be) by such reference incorporated into this Lease, and deemed a part of this Lease as fully as if set forth within it. The parties agree that the following Exhibits are attached hereto and made a part hereof:

Exhibit A-1 – Site Plan: Original Premises

Exhibit A-2 – Site Plan: Returned Premises

Exhibit A-3 – Site Plan: Land and Premises Pre-Tank Removal

Exhibit A-3 – Site Plan: Land and Premises Post-Tank Removal

Exhibit B – Permitted Exceptions

Exhibit C – Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts.

Exhibit D – Structural Controls

Exhibit E – Maintenance of Operations Plan

18.27 Counterparts. This Lease may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed and shall constitute a single, integrated original document.

18.28 Release of Personal Liability. Neither party shall charge any official, employee or agent of the other party personally with any liability or expenses of defense or hold any official, employee or agent of such other party personally liable to them under any term or provision of this Lease or because of such party's execution, attempted execution or any breach of this Lease.

18.29 Recitals. The Recitals to this Lease are incorporated into and shall constitute a part of this Lease.

IN WITNESS WHEREOF, the City has caused this Lease to be executed on its behalf by the Mayor of the City of Chicago and attested by the City Clerk of the City of Chicago, pursuant to due authorization of the City Council, and the Tenant has caused this instrument to be executed on its behalf by its \_\_\_\_\_.

CITY OF CHICAGO

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

ATTEST:

By: \_\_\_\_\_  
City Clerk  
  
(Corporate Seal)

EXECUTION OF THIS LEASE BY THE CITY OF CHICAGO  
IS RECOMMENDED BY THE COMMISSIONER OF THE  
CHICAGO DEPARTMENT OF AVIATION

By: \_\_\_\_\_  
Commissioner of the Chicago  
Department of Aviation

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
Deputy Corporation Counsel

**THIS LEASE SHALL NOT BE VALID OR EFFECTIVE FOR ANY PURPOSE UNLESS  
AND UNTIL IT IS SIGNED BY THE CITY AND REVIEWED AND APPROVED BY THE  
CITY'S LAW DEPARTMENT.**

[TENANT'S SIGNATURE PAGE TO FOLLOW]

TENANT:

Illinois Bell Telephone Company, LLC an Illinois limited liability company

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

TENANT'S ILLINOIS AGENT FOR SERVICE OF PROCESS:

Print Name: CT Corporation System,

Print Address: 208 S LaSalle St, Ste 814  
Chicago, IL 60604

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[(Sub)Exhibits "A-1", "A-2", "A-3", "A-4" and "D" referred to in this Ground Lease Agreement with Illinois Bell Telephone Company LLC printed on pages 51907 through 51911 of this *Journal*.]

(Sub)Exhibits "B", "C" and "E" referred to in this Ground Lease Agreement with Illinois Bell Telephone Company LLC read as follows:

*(Sub)Exhibit "B".*  
(To Ground Lease Agreement With Illinois Bell  
Telephone Company LLC)

*Permitted Exceptions.*

1. All covenants, conditions and restrictions and other exceptions or encumbrances of record with the Cook County Recorder's Office as of the Effective Date.
2. General leasehold taxes not yet due or payable as of the Effective Date.
3. All rights and interests of the Federal Aviation Administration in the Premises as designated for airport purposes.
4. All City-owned or controlled utility facilities or installations, or third-party utility facilities or installations, located on, over or under the Premises as of the Effective Date, including such matters noted or depicted within O'Hare Modernization Program utility database.

*(Sub)Exhibit "C".***(To Ground Lease Agreement With Illinois Bell Telephone Company LLC.)*****Special Conditions Regarding Minority-Owned Business Enterprise  
Commitment And Women-Owned Business Enterprise  
Commitment In Construction Contracts.*****I. Policy and Terms**

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

Pursuant to MCC 2-92-535, the prime contractor may apply to be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

**Contract Specific Goals and Bids**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or
- B. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

**MBE Contract Specific Goal: 26%**  
**WBE Contract Specific Goal: 6%**

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

### Contract Specific Goals and Contract Modifications

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.
  - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
  - b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

## II. Definitions

"Area of Specialty" means the description of a MBE's or WBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.

"Broker" means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

"Chief Procurement Officer" or "CPO" means the chief procurement officer of the City of Chicago or his or her designee.

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved.

evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Construction Contract" means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

"Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract.

"Contractor" means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

"Direct Participation" the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty directly related to the performance of the subject matter of the Construction Contract will count as Direct Participation toward the Contract Specific Goals.

"Directory" means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

"Executive Director" means the executive director of the Office of Compliance or his or her designee.

"Good Faith Efforts" means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

"Joint venture" means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

"Mentor-Protégé Agreement" means an agreement between a prime and MBE or WBE subcontractor ("Mentoring Agreement"), or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

"Minority Business Enterprise" or "MBE" means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business

and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Business Enterprise" or "WBE" means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois.

### III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
  2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  3. Each joint venture partner executes the bid to the City; and
  4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.
- B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These

documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner;  
and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

#### **IV. Counting MBE and WBE Participation Towards the Contract Specific Goals**

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.** For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
  1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or

WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.

**Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- C. If the MBE or WBE performs the work itself:

1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals

- D. If the MBE or WBE is a manufacturer:

1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.

- E. If the MBE or WBE is a distributor or supplier:

1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

- F. If the MBE or WBE is a broker:

1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
2. As defined above, Brokers provide no commercially useful function.

- G. If the MBE or WBE is a member of the joint venture contractor/bidder:

1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
  - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.

- H. If the MBE or WBE subcontracts out any of its work:

1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.

2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

##### A. Schedule B: MBE/WBE Affidavit of Joint Venture

1. Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

##### B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Suppliers must submit the Schedule C for Suppliers. first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

##### C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

**D. Letters of Certification**

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

**E. Schedule F: Report of Subcontractor Solicitations**

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

**F. Schedule H: Documentation of Good Faith Efforts**

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.
2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs:
  - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
    - i. Names, addresses, emails and telephone numbers of firms solicited:

- ii. Date and time of contact;
  - iii. Person contacted;
  - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
- c. Evidence of contact, including:
- i. Project identification and location;
  - ii. Classification/commodity of work items for which quotations were sought;
  - iii. Date, item, and location for acceptance of subcontractor bids;
  - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
  - v. Bids received from all subcontractors.
- d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.
- K. Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

## **VI. Demonstration of Good Faith Efforts**

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
- 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
  3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
  5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
  6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
  7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
  8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
  9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
  10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
  11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

**VII. Changes to Compliance Plan**

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
  2. Failure of performance;
  3. Financial incapacity;
  4. Refusal by the subcontractor to honor the bid or proposal price or scope;
  5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
  7. The subcontractor's withdrawal of its bid or proposal; or
  8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.
  9. Termination of a Mentor Protégé Agreement.
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
  2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.

3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
  4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
  5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

#### **VIII. Reporting and Record Keeping**

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15<sup>th</sup>) day of each month.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20<sup>th</sup> day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25<sup>th</sup> of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <http://chicago.mvdbbe.com>

- C. The Chief Procurement Officer or any party designated by the Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

**IX. Non-Compliance**

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

**X. Arbitration**

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a

material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

**XI. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.



DEPARTMENT OF  
**PROCUREMENT  
SERVICES**

2022 # F#LQ\$Gk#  
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Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p><b>51<sup>st</sup> Street Business Association *</b> 220 E. 51<sup>st</sup> Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: the51ststreetbusinessassociation@yahoo.com Web: www.51stStreetChicago.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>African American Contractors Association - AACA</b> P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: aacanatlassoc@gmail.com Web: www.aacanatl.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc.</b> 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: asmith5283@yahoo.com, aogrc@angelofgodresourcecenter.org Web: www.angelofgodresourcecenter.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises *</b> 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: nakmancorp@aol.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-526-4497 Email: aaabna@yahoo.com Web: www.aaabna.org Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Black Contractors United *</b> 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: bcunewera@att.net Web: www.blackcontractorsunited.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Business Leadership Council *</b> 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: Karen.r@businessleadershipcouncil.org Web: www.businessleadershipcouncil.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: jholston@lgbtcc.com Web: www.lgbtcc.com Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Chatham Business Association Small Business Dev. *</b> 800 E. 78<sup>th</sup> Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: melindakelly@cbaworks.org Web: www.cbaworks.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: pbarreda@chicagomsdc.org Web: www.chicagomsdc.org Maintains list of certified firms: Yes Provides training for businesses: Yes</p>

\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

<p><b>Chicago Urban League *</b>  4510 S. Michigan Ave.  Chicago, IL 60653  Phone: 773-624-8810  Fax: 773-451-3579  Email: sbrinston@thechicagourbanleague.org  Web: www.cul-chicago.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b>  2444 W. 16<sup>th</sup> Street  Chicago, IL 60608  Phone: 312-942-1444  Jayne Vellinga, Executive Director  Email: jvellinga@cwit2.org  Web: www.chicagowomenintradest2.org  Maintains list of certified firms: No  Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b>  1507 E. 53<sup>rd</sup> Street, Suite 906  Chicago, IL 60615  Phone: 312-436-0301  Email: info@contractoradvisors.us  Web: www.contractoradvisors.us  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce</b>  1633 S. Michigan Avenue  Chicago, IL 60616  Phone 312-971-9594  Fax: 312-341-9084  Email: rmcgowan@cosmochamber.org  Web: www.cosmochamber.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Do For Self Community Development Co. *</b>  7447 S South Shore Drive, Unit 22B  Chicago, IL 60649  Phone: 773-356-7661  Email: dennisdoforsell@hotmail.com  Web: www.doforsell.org  Maintains list of certified firms: No  Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b>  9923 S. Halsted Street, Suite D  Chicago, IL 60628  Phone: 773-941-4833  Fax: 773-941-5252  Email: lacy@farsouth.org  Web: www.farsouthcdc.org  Maintains list of certified firms: No  Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b>  216 W. Jackson Blvd. #625  Chicago, IL 60606  Phone: 312-360-1122  Fax: 312-750-1203  Email: fwcchicago@aol.com  Web: www.fwcchicago.com  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Fresh Start Home Community Development Corp.</b>  5168 S. Michigan Avenue, 4N  Chicago, IL 60615  Phone: 312-632-0811  Fax: 855-270-4175  Email: Info@FreshStartNow.us  Web: www.FreshStartNow.us  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Greater Englewood Community Development Corp. *</b>  815 W. 63<sup>rd</sup> Street  Chicago, IL 60621  Phone: 773-651-2400  Fax: 773-651-2400  Email: jharbin@greaterenglewoodcdc.org  Web: www.greaterenglewoodcdc.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Greater Pilsen Economic Development Assoc. *</b>  1801 S. Ashland  Chicago, IL 60608  Phone: 312-698-8898  Email: greaterpilsen@gmail.com  Web: www.greaterpilsen.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Greater Far South Halsted Chamber of Commerce *</b>  10615 S. Halsted Street  Chicago, IL 60628  Phone: 518-556-1641  Fax: 773-941-4019  Email: halstedchamberevents@gmail.com  Web: www.greaterfarsouthhalstedchamber.org  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Greater Southwest Development Corporation</b>  2601 W. 63<sup>rd</sup> Street  Chicago, IL 60629  Phone: 773-362-3373  Fax: 773-471-8206  Email: c.james@greatersouthwest.org  Web: www.greatersouthwest.org  Maintains list of certified firms: No  Provides training for businesses: Yes</p>

\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

<p><b>Hispanic American Construction Industry Association (HACIA) *</b>          650 W. Lake St., Unit 415          Chicago, IL 60661          Phone. 312-575-0389          Fax: 312-575-0544          Email. jperez@haciaworks.org          Web: www.haciaworks.org          Maintains list of certified firms. Yes          Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b>          222 Merchandise Mart Plaza, Suite 1212 c/o 1871          Chicago, IL 60654          Phone: 312-425-9500          Email. aalcantar@ihccbbusiness.net          Web. www.ihccbbusiness.net          Maintains list of certified firms. Yes          Provides training for businesses. Yes</p>
<p><b>Illinois State Black Chamber of Commerce *</b>          411 Hamilton Blvd., Suite 1404          Peoria, Illinois 61602          Phone 309-740-4430 / 773-294-8038          Fax: 309-672-1379          Email: Larrylvory@IllinoisBlackChamber.org;          vgilb66709@yahoo.com          www.illinoisblackchamberofcommerce.org          Maintains list of certified firms Yes          Provides training for businesses. Yes</p>	<p><b>JLM Business Development Center *</b>          2622 W. Jackson Boulevard          Chicago, IL 60612          Phone: 773-826-3295          Fax: 773-359-4021          Email. jmbizcenter@gmail.com          Web: www.jlmcenter.org          Maintains list of certified firms: Yes          Provides training for businesses. Yes</p>
<p><b>Latin American Chamber of Commerce *</b>          3512 W. Fullerton Avenue          Chicago, IL 60647          Phone: 773-252-5211          Fax: 773-252-7065          Email d.lorenzopadron@LACCUSA.com          Web www.LACCUSA.com          Maintains list of certified firms: Yes          Provides training for businesses Yes</p>	<p><b>National Association of Women Business Owners *</b>          500 Davis Street, Ste 812          Evanston, IL 60201          Phone: 773-410-2484          Fax 847-328-2018          Email: wjaehn@nawbochicago.org          Web: www.nawbochicago.org          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>National Black Wall Street *</b>          4655 S. King Drive, Suite 203          Chicago, IL 60653          Phone: 773-268-6900          Fax: 773-392-0165          Email: markallen2800@aol.com          Web. www.nationalblackwallstreetchicago.org          Maintains list of certified firms. Yes          Provides training for businesses Yes</p>	<p><b>National Organization of Minority Engineers (NOME) *</b>          33 W. Monroe, Suite 1540          Chicago, IL 60603          Phone: 312-960-1239          Email. grandevents1@sbcglobal.net          Web. www.nomeonline.org          Maintains list of certified firms: Yes          Provides training for businesses. Yes</p>
<p><b>Neighborhood Development Services, NFP *</b>          10416 South Maryland Avenue          Chicago, IL 60628          Phone: 773-413-9348          Fax: 773-371-0032          Email: neighborhooddevservices@gmail.com          Web: www.ndsnfp.org          Maintains list of certified firms. Yes          Provides training for businesses: Yes</p>	<p><b>Rainbow/PUSH Coalition *</b>          930 E. 50<sup>th</sup> Street          Chicago, IL 60615          Phone: 773-256-2768          Fax: 773-373-4103          Email: jmitchell@rainbowpush.org          Web: www.rainbowpush.org          Maintains list of certified firms: Yes          Provides training for businesses. No</p>
<p><b>Real Men Charities, Inc.</b>          2423 E. 75<sup>th</sup> Street          Chicago, IL 60649          Phone. 773-425-4113          Email. ymoyo@realmencook.com          Web: www.realmencook.com          Maintains list of certified firms: No          Provides training for businesses Yes</p>	<p><b>RTW Veteran Center</b>          7415 E. End, Suite 120          Chicago, IL 60649          Phone 773-406-1069          Fax 866-873-2494          Email. rtwvetcenter@yahoo.com          Web: www.rtwvetcenter.org          Maintains list of certified firms: Yes          Provides training for businesses. Yes</p>

\*Prime Contractors should contact with subcontracting opportunities to connect certified firms

<p><b>South Shore Chamber, Inc. *</b>  1750 E. 71<sup>st</sup> Street  Chicago, IL 60649-2000  Phone: 773-955- 9508  Tonya Trice, Executive Director  Email: <a href="mailto:ltrice@southshorechamberinc.org">ltrice@southshorechamberinc.org</a>  Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</b>  4550 S. Wabash Avenue  Chicago, IL 60653  Phone: 773-538-5120  Fax: 773-538-5125  Email: <a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a>  Web: <a href="http://www.stpaulcdm.org">www.stpaulcdm.org</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b>  1547 South Wolf Road  Hillside, Illinois 60162  Phone: 773-315-9720  Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a>  Web: <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>	<p><b>US Minority Contractors Association, Inc. *</b>  1250 Grove Ave. Suite 200  Barrington, IL 60010  Phone: 847-708-1597  Fax: 847-382-1787  Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a>  Web: <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>
<p><b>Women's Business Development Center *</b>  8 S. Michigan Ave., 4th Floor  Chicago, IL 60603  Phone: 312-853-3477  Fax: 312-853-0145  Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>  Web: <a href="http://www.wbdc.org">www.wbdc.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: Yes</p>	<p><b>Urban Broadcast Media, Inc.</b>  4108 S. King Drive,  Chicago, IL 60653  Phone: 312-614-1075  Email: <a href="mailto:drleonfinney312@gmail.com">drleonfinney312@gmail.com</a>  Web: <a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>
<p><b>Women Construction Owners &amp; Executives (WCOE) *</b>  Chicago Caucus  308 Circle Avenue  Forest Park, IL 60130  Phone: 708-366-1250  Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a>  Web: <a href="http://www.wcoesa.org">www.wcoesa.org</a>  Maintains list of certified firms: Yes  Provides training for businesses: No</p>	<p><b>Your Community Consultants Foundation</b>  9301 S. Parnell Ave.,  Chicago, IL 60620  Phone: 773-224-9299  Fax: 773-371-0032  Email: <a href="mailto:allen81354@aol.com">allen81354@aol.com</a>  Maintains list of certified firms: No  Provides training for businesses: Yes</p>

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\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

*(Sub)Exhibit "E".*  
 (To Ground Lease Agreement With Illinois Bell Telephone Company LLC)

*Maintenance Of Operations Plan.*

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**Exhibit E**  
**Tenant Maintenance of Operations Plan**

This Exhibit is attached to the Lease dated \_\_\_\_\_ by and between the City of Chicago, as Landlord and Illinois Bell Telephone Company, as Tenant.

The Landlord and Tenant hereby agree that all Capitalized Terms used in this Exhibit shall have the same meaning and purpose as set forth in the Lease, except as otherwise specifically addressed herein.

**PURPOSE**

CDA and Tenant agree that the Lease between the parties sets forth the terms and conditions of Tenant's use of the Premises, and the purpose of this **Exhibit E** is to set forth in detail certain agreements between the Parties and further identifies certain conditions that will maintain certain operational conditions which enable AT&T to access their facilities prior to the Termination Date. This **Exhibit E** may need to be modified from time to time as other construction and operational conditions change around the Telephone Exchange Building due to the Gate Expansion Project or other Airport needs and in the interests of the health and safety of Tenant and its invitees.

**COORDINATION**

As required by Article 14.1(b) of the Lease, it is contemplated that there will be regular design and construction meetings and other coordination efforts between CDA, Tenant and other airport stakeholders to discuss aspects of the activities contemplated herein, including but not limited to any changes to the Tenant Vehicle Access Route, the availability of parking spaces for Tenant's use within a safe, walkable distance of the Telephone Exchange Building, and preparations for Demolition Activities. Tenant agrees to participate in those meetings with sufficient personnel as reasonably requested by CDA. Tenant's designated personnel may attend any such additional coordination meetings as Tenant reasonably requests.

**OPERATIONAL CONDITIONS TO BE MAINTAINED**

- 1.0. CDA agrees that this provision is not meant to limit in any way or modify Tenant or Tenant's Associated Parties right of ingress to and egress from and to the Premises twenty-four (24) hours per day, seven (7) days per week over Airport roadways subject to such non-discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use. Instead the parties agree that the exact ingress and egress locations may be modified by the CDA if a change is necessary due to the Gate Expansion Project or otherwise in the interests of the health and safety of Tenant and its invitees, provided however, an adequate inbound and outbound Tenant Vehicle Access Route will be maintained to enable Tenant and Tenant's Associated Parties access to and from the Tenant Premises 24 hours 365 days a year subject to Airport operational needs and such non-

discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use. It is currently anticipated that once the Premises become airside, the Tenant's ingress and egress to and from the Premises will be as referenced as the Vehicle Access Route markings in the attached Exhibit E-1, Vehicle Access Route. CDA will provide Tenant with reasonable advance notice of any material change to the Tenant's Vehicle Access Route and will coordinate with AT&T and other impacted parties regarding such changes at the coordination meetings referenced in Section 14.1(b) of the Lease and above under "Coordination".

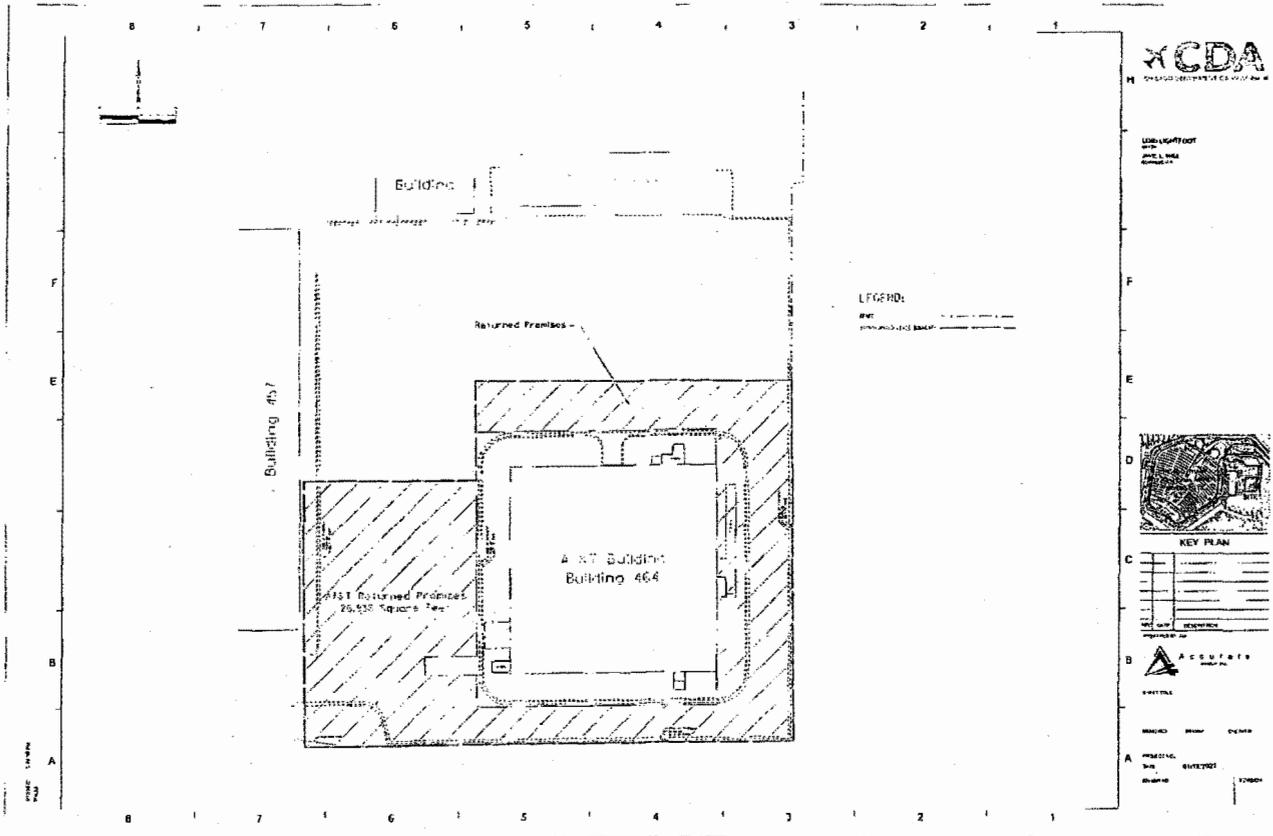
- 2.0. Subject to Airport operational needs and such non-discriminatory and reasonable rules and regulations as may be established by the City and other governing jurisdictions with respect to such use, CDA will provide at least thirty (30) vehicle parking spaces to Tenant within a safe, walkable distance of within five hundred (500) feet of the Telephone Exchange Building. Parking will be for SUV/truck-sized work vehicles (no personal vehicles). City will use commercially reasonable efforts to ensure that the parking spaces will at all times be marked and indicated with markings and/or barriers. The parties agree that the exact location of parking spaces is subject to change by CDA from time to time based on reasonable factors CDA deems relevant, such as field conditions, construction, and aircraft gate operations, provided, however, that CDA will use commercially reasonable efforts to maximize the availability of parking spaces to the West side of the Telephone Exchange Building, as marked as AT&T Parking on Exhibit E-1, Vehicle Access Route. CDA will provide reasonable advance notice of any material change to the number or location of the parking spaces and will coordinate with AT&T and other impacted parties regarding such changes at the coordination meetings referenced in Section 14.1(b) of the Lease and above under "Coordination".
- 3.0. In the event of a commercial power failure to the Telephone Exchange Building, Tenant will be given a clear drivable path and staging area access to deliver and park the truck carrying the portable backup generator. If needed, the generator will be delivered by a semi-truck and trailer with dimensions no greater than 14' high, 45' long, and 9' wide. In the event of such an emergency, drive up access will be accommodated from the East of Telephone Exchange Building along the south elevation between Telephone Exchange Building and the L Concourse Stinger, within a two hour notice from Tenant.
- 4.0. Prior to completion of Transfer of Services, Tenant will per the terms and conditions of the Lease:
  - 4.1. Complete the removal of the underground storage tank per the terms of the Lease;
  - 4.2. Complete a Phase 1 Environmental Site Assessment with scope reasonably acceptable to the City and promptly furnish a copy thereof to CDA.
  - 4.3. Complete a Phase 2 Environmental Site Assessment with scope reasonably acceptable to the City if warranted based on the Phase 1 Environmental Site Assessment and promptly furnish a copy thereof to CDA.
  - 4.4. Remediate environmental conditions as required by the terms and conditions of the Lease and as identified in the Phase 1 and Phase 2 Environmental Site Assessments.
  - 4.5. Remove or abandon decommissioned network equipment. As used in this Exhibit E, the word "abandon" means left on the Premises in such condition that the item(s) may be easily hauled off-site or demolished without any special disposal procedures that

- would increase the cost or time required for the Demolition Activities. Abandoned items must be decommissioned, disconnected, and/or emptied (as applicable) prior to abandonment.
- 4.6. Remove and replace underground diesel storage tank with an above ground diesel storage tank by June 30, 2022.
  - 4.7. If after the UST removal, a Leaking Underground Storage Tank (LUST) determination is made, then AT&T will excavate and properly dispose of any impacted soil in order to quickly obtain a No Further Remediation (NFR) letter. It is understood that close out remedies that include long-term groundwater monitoring, restrictive land use controls (LUCs), or engineered barriers, or other measures short of excavation and disposal of impacted soil will not suffice for this purpose.
  - 4.8. Remove all furniture, equipment and other items that will be removed prior to demolition.
- 5.0. After completion of Transfer of Services, Tenant will:
- 5.1. Remediate any remaining environmental conditions per the terms and conditions of the Lease and as identified in the Phase 1 and Phase 2 Environmental Site Assessments.
  - 5.2. Remove or abandon air pressure equipment.
  - 5.3. Remove rectifier/DC power and batteries, on site parts, tools, and supplies, fire extinguishers, and other applicable equipment.
  - 5.4. Drain all fluids for mechanicals and the above ground diesel tank.
  - 5.5. Disconnect all utilities including power, gas, and water and ensure that all utility lines and accompanying utility infrastructure be in such condition as required for demolition of the building.
- 6.0. Items that will remain and will therefore be deemed abandoned and become part of the demolition scope of work:
- 6.1. Air handlers, duct work, roof top HVAC unit
  - 6.2. Switch gear, electronics, equipment racking, cables, cable trays
  - 6.3. Boiler, hot water heater, and heating systems (piping)
  - 6.4. Plumbing, piping, electrical system (wire, A/C switch gear, electrical panels, light fixtures, etc.), fire extinguisher system (plumbing)
  - 6.5. Diesel engine and chiller
  - 6.6. Remaining furniture, trade fixtures, and personal property
  - 6.7. Decommissioned network equipment



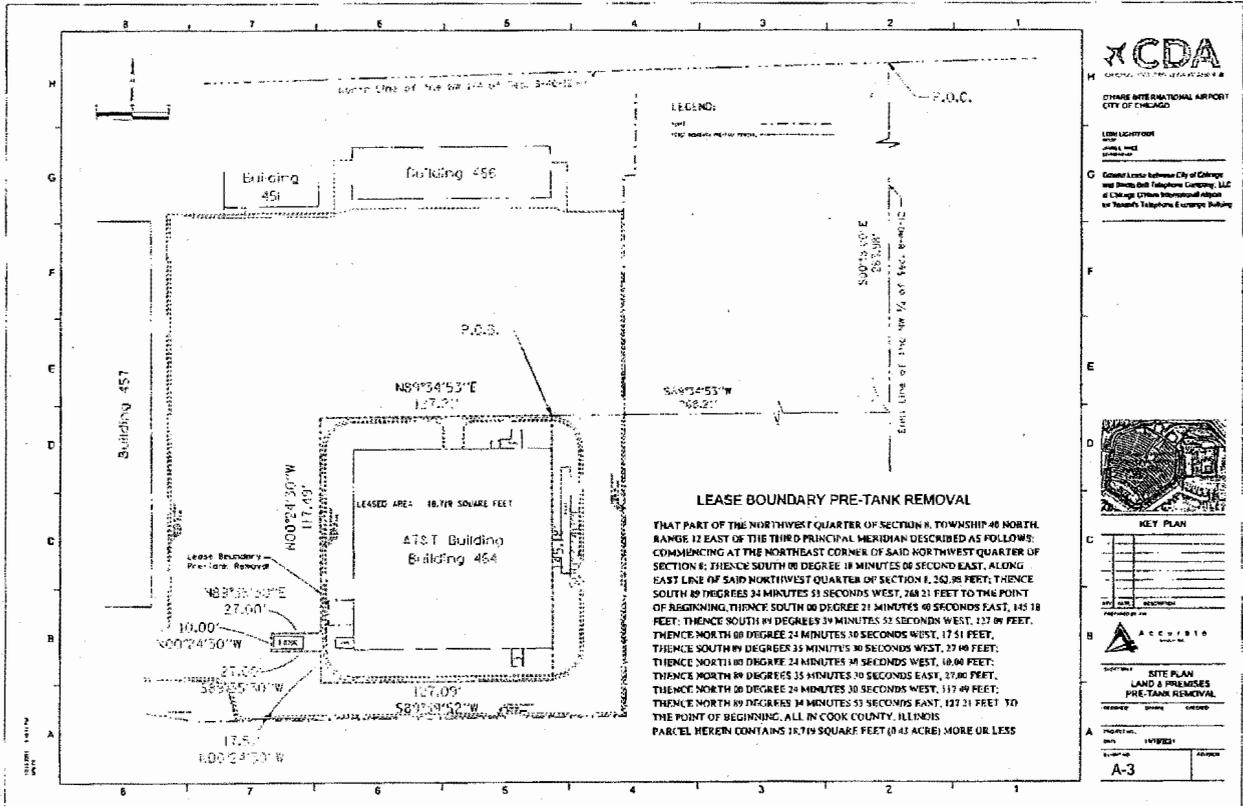
(Sub)Exhibit "A-2".  
(To Ground Lease Agreement With Illinois Bell Telephone Company LLC)

Returned Premises.



(Sub)Exhibit "A-3"  
(To Ground Lease Agreement With Illinois Bell Telephone Company LLC)

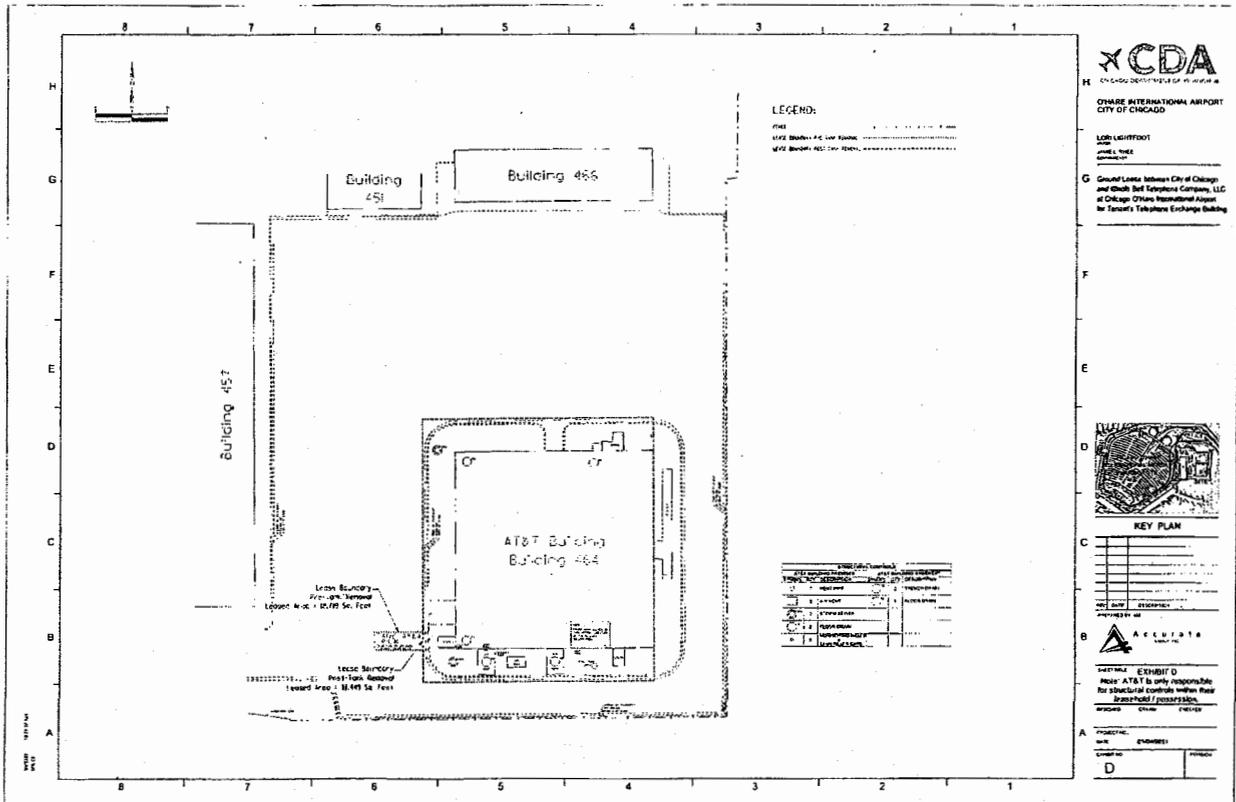
Land And Premises Pre-Tank Removal.





(Sub)Exhibit "D".  
(To Ground Lease Agreement With Illinois Bell Telephone Company LLC)

Structural Controls.



**COMMITTEE ON THE BUDGET AND GOVERNMENT OPERATIONS.**

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REDEVELOPMENT AGREEMENT WITH AND NEIGHBORHOOD OPPORTUNITY FUND ASSISTANCE TO MOTOWORKS CHICAGO LTD. FOR EXPANSION OF MOTORCYCLE AND SCOOTER OFFERINGS TO INCLUDE ELECTRIC BICYCLES AND CREATION OF MOTORCYCLE RIDING SCHOOL AND COMMUNITY EVENT SPACE AT 1901 S. WESTERN AVE.

[O2022-2347]

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

CHICAGO, September 21, 2022.

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

Your Committee on the Budget and Government Operations, to which was referred an ordinance concerning the execution of a Neighbor Opportunity Fund Grant agreement with Motoworks Chicago Ltd. for the property located at 1901 South Western Avenue (O2022-2347) in the 25<sup>th</sup> Ward, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on September 14, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

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

WHEREAS, Section 16-14-010, et seq., of the Municipal Code of Chicago (the "Code") contains the Neighborhood Opportunity Fund Ordinance (the "NOF Ordinance") establishing the Neighborhood Opportunity Fund (the "NOF"); and

WHEREAS, The purpose of the NOF is to (a) promote growth within the downtown area through the floor area bonus provisions of Section 17-4-1000 of the Code, and simultaneously generate new revenues for investment in business development and job growth in neighborhoods impacted by poverty, high unemployment, and other indicators of economic deprivation; (b) strengthen neighborhood commercial corridors in qualified investment areas; and (c) address the decline of private investment in qualified investment areas that damages the City's overall economic competitiveness, impedes the sustainable and equitable development of the City as a whole, contributes to inequality and poverty, and has a detrimental effect on the City's quality of life; and

WHEREAS, The NOF shall be used for projects located in or directly benefiting qualified investment areas, as indicated on a map published by the Commissioner (the "Commissioner") of the Department of Planning and Development ("DPD") and updated at least once every five years; and

WHEREAS, The authorized uses of the NOF are for eligible costs (as defined in the NOF Ordinance) related to (a) commercial establishments that provide, on a permanent or short-term (pop-up) basis, goods and services which complement and revitalize the areas in which they are located, and which may include, without limitation, grocery stores, retail establishments, and restaurants that sell food primarily for consumption on premises; (b) cultural establishments that provide, on a permanent or short-term (pop-up) basis, recreational and educational opportunities which complement and revitalize the areas in which they are located; and (c) incubation, mentoring, and training of small businesses that otherwise qualify as authorized uses under (a) or (b) above; and

WHEREAS, DPD has determined that the applicant named in Exhibit A attached hereto (the "Grantee") meets the requirements of the NOF Ordinance and is eligible to receive a NOF grant for the project described in Exhibit A, in the amount and under the terms and conditions set forth in Exhibit A (the "Grant"); and

WHEREAS, DPD has recommended that the City Council of the City approve the Grant to the Grantee; now, therefore,

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

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

SECTION 2. The Commissioner and a designee of the Commissioner (collectively, the "Authorized Officer") are each hereby authorized, subject to approval by the Corporation Counsel, to enter into and execute a redevelopment agreement with the Grantee and to execute such agreements and instruments and perform any and all acts as shall be necessary or advisable in connection with the implementation of the 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 3. NOF proceeds in the amount set forth in Exhibit A are hereby appropriated for the purposes described herein.

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 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".*

July 14, 2022

John Scheff  
John Scheff, Inc. dba Motoworks Chicago, Ltd.  
1901 S Western Ave  
Chicago, IL 60608

**RE: Conditional Commitment of Neighborhood Opportunity Funds**

Dear John,

The City of Chicago ("City") Department of Planning and Development ("DPD") congratulates John Scheff, Inc. dba Motoworks Chicago, Ltd. on being selected as a Neighborhood Opportunity Fund ("NOF") Large Finalist ("Finalist") for the capital project located at 1901 S Western Ave! Pending approval from City Council and execution of a Redevelopment Agreement ("RDA"), John Scheff, Inc. dba Motoworks Chicago, Ltd. will be an NOF Large Grantee ("Grantee").

John Scheff, Inc. dba Motoworks Chicago, Ltd. has received a conditional commitment of up to \$1,590,602 in NOF funds ("City Grant"), which includes \$1,340,602 in construction costs ("Base Grant" or "Capital Grant"), and \$250,000 in Local Hiring Funds for the Project (defined below).

The Project was selected for the plan and scope of work presented in the application and summarized below. Any changes to the proposed project plan or scope of work without DPD's prior written approval may result in forfeiture of the City Grant.

**PROJECT ADDRESS**

1901 S Western Ave  
17-19-310-001-0000  
17-19-310-002-0000  
17-19-310-003-0000  
17-19-310-004-0000  
17-19-310-005-0000  
17-19-310-006-0000  
17-19-310-007-0000

(The address and PINS collectively, the "Property")

**PROJECT PLAN & SCOPE**

Motoworks Chicago intends to rehab its current location to allow for the expansion of its motorcycle and scooter offerings to include electric bicycles, as well as the creation of a motorcycle riding school and community event space (the "Project").

**PROJECT SOURCES & USES**

Anticipated Project Funds (Sources)*		Anticipated Project Costs (Uses)	
Equity	\$0	Acquisition Costs	\$0
Lender Financing	\$1,340,603	Site Preparation Costs	\$0
Other Funds	\$0	Hard Costs	\$2,650,705
Base Grant	\$1,340,602	Soft Costs	\$30,500
<b>Total</b>	<b>\$2,681,205</b>	<b>Total</b>	<b>\$2,681,205</b>

\*The Local Hiring Funds are available after project completion and therefore cannot be considered part of the Project capital stack

**CAPITAL GRANT PAYMENT**

The Capital Grant may be disbursed as progress payments through a project escrow, or as a single, 100% reimbursement upon project completion. The Finalist must select a payment method before executing the RDA.

*Project Escrow*

Grantees may establish a project escrow account at their own cost, and receive four, incremental disbursements of their Capital Grant during construction. The fourth, and final, disbursement is provided following the completion of the Project and DPD's issuance of a Certificate of Completion ("Certificate"). Each escrow draw requires review and approval of Grantee's documentation by DPD. Grantees who elect to receive their Capital Grant via a project escrow must execute an escrow agreement with DPD and the title company concurrently with the execution of the RDA.

*Single Reimbursement*

Grantees may receive a one-time disbursement of 100% of their Capital Grant following the completion of the Project and DPD's issuance of the Certificate.

**GRANT STRUCTURE**

Before any City Grant funds are disbursed, Grantees will be required to submit evidence of eligible costs.

*Base Grant*

Rehabilitation projects are eligible to receive up to 50% of total project costs. New construction projects are eligible to receive up to 30% of total project costs, to the extent that eligible costs such as land acquisition or site preparation are documented. In no case may the total Capital Grant exceed the program's \$2.5 million grant limit

Ineligible project costs include furnishings, fixtures and equipment (FF&E); fees generally related to accounting, marketing, permitting, equipment rental, or construction management; and hard and soft contingencies unrelated to eligible project costs.

*Local Hiring Funds*

Grantee is entitled to up to \$250,000 in additional funds, exclusive of their grant amount, to reimburse wage expenses or training costs associated with hiring at least two or more new employees who maintain their primary residence in the Qualified Investment Area ("QIA"). These funds are disbursed following the issuance of the

Certificate, for eligible costs incurred no earlier than three months prior to, and no later than 12 months following, receipt of the Certificate. The new, qualifying employees:

- Must maintain their primary residence in the QIA
- Must work at least 20 hours/week, achieving at least 60 hours/week across all qualifying employees
- Must receive at least minimum wage, as defined by the City of Chicago
- Must be continually employed for a minimum of 12 weeks
- May not include the Grantee's family members (by blood or marriage), persons dwelling at the Grantee's primary residency, or the Grantee himself.

Grantees are advised to keep a separate record of wage expenses for the qualifying employees in an organized file for reimbursement. Requests for reimbursement can only be submitted once per calendar quarter. Grantees must submit the following documents with their reimbursement requests to verify the new employees' home addresses and wage expenses:

- Evidence of eligible project costs incurred and paid by the Grantee
- Employee Worksheet Form (included in the RDA) listing all new hires, their primary residences, their hourly wages, and their average weekly hours worked.
- Payroll ledgers and/or copies of pay stubs that verify hours worked, hourly wage, and address for employees.

#### **SUMMARY OF GRANT COVENANTS**

The following is a summary of important City Grant covenants to which the Grantee must adhere. The RDA will contain a complete list of all City Grant covenants.

Grantees shall not do any of the following without prior, written consent from DPD, for the Term of the Agreement: be a party to any merger, liquidation or consolidation; sell, transfer, convey, lease or otherwise dispose of all or substantially all of their assets or any portion of the project property (including but not limited to any fixtures or equipment now or hereafter attached thereto) except in the ordinary course of business; enter into any transaction outside the ordinary course of Grantee's business; assume, guarantee, endorse, or otherwise become liable in connection with the obligations of any other person or entity; or enter into any transaction that would cause a material and detrimental change to Grantee's financial condition.

#### *Operations & Occupancy Covenants*

Grantees must continuously own, occupy, and/or operate the entirety of the Project for three years following the issuance of the Certificate. If a Grantee fails to satisfy these requirements, the City shall have the right to cease the payment of the City Grant, terminate the RDA, or place a lien on the Project property in the value of disbursed City Grant.

#### *Annual Compliance Report*

Grantees must submit an Annual Compliance Report for at least three years following the issuance of the Certificate. Requirements for the Annual Compliance Reports will be detailed in the RDA.

#### **GRANT CONDITIONS**

Issuance of the City Grant is subject to the Finalist's ability to fulfill the following conditions, and City Council approval. Following City Council approval of the City Grant, the Grantee will be required to execute the RDA with the City, through DPD, which details the legal requirements of the Project and the process for receiving the City Grant.

*Conditions for Submission to City Council for Approval for the City Grant*

The following must be submitted to your Project Manager to prepare for submission to City Council for approval.

1. **Pre-Construction Compliance Meeting:** The Finalist, general contractor, and all major subcontractors must meet with Construction Compliance staff to review the Finalist's plan to achieve the City's Construction Compliance obligations (MBE/WBE, City Residency and Prevailing Wage Requirements), as established in the RDA and as mandated by City ordinance and DPD policy.
2. **Final Contractor Estimates:** The Finalist must submit at least two, final and comprehensive contractor estimates for the final Project scope of work. All estimates must reflect the same scope of work and final Project Budget, as well as account for the City's M/WBE, Prevailing Wage and City Residency construction compliance requirements.
3. **Final Project Budget:** The Finalist must submit a final Project budget. The City Grant amount in this letter will not be increased; therefore, the Finalist must assume the responsibility of any Project cost increases following City Council approval.
4. **Final Design Documents:** The Finalist must submit, at a minimum, a final site plan, final renderings, and final elevations for the Project. All DPD comments on the Project design should be addressed prior to seeking City Council approval.
5. **Final Zoning Approval:** The Finalist must verify that all proposed Project uses and physical improvements comply with the zoning requirements for the Project location. If the Project uses and/or improvements require a zoning map amendment, licenses, or permits, the Finalist must provide evidence of the approved zoning map amendment, secured licenses and/or permits, and Aldermanic input.
6. **Preliminary Project Financing:** The Finalist must submit proof of project financing, demonstrating that all sources of funds outside of the City Grant are available and secured, or will be secured by closing. The Finalist must close on all financing sources on or before executing the RDA.
7. **Preliminary Site Control:** The Finalist must submit the following proof of site control, demonstrating that the Project location is secured, or will be secured by closing. The Finalist must secure site control on or before executing the RDA.
  - a) Tenant Finalists: Letter of interest or executed lease (for at least three years) for the Project location.
  - b) Owner-Occupied Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location.
  - c) Property Owner Finalists: Deed or Real Estate Purchase Agreement (demonstrating closing within 90 days), for the Project location; AND letters of interest or executed tenant leases, for at least three years, for at least 75% of the Project.

*Conditions for Executing the RDA*

Following City Council's approval, the Grantee must satisfy the conditions below before the City will execute and deliver the RDA, unless the City waives such conditions in writing. The following must be secured within one month of receiving City Council approval to close on the RDA.

1. **Final Project Financing:** If not yet submitted, the Grantee must submit proof of project financing, evidencing that all financing sources outside of the Capital Grant have been secured and are available.
2. **Final Site Control:** If not yet submitted, the Grantee must submit the following proof of site control, evidencing that the Project location has been secured:
  - a) Tenant Grantees: Executed lease for at least three years for the Project location AND written evidence of property owner's consent to record the RDA against the tenant's leasehold interest in the Project location.
  - b) Owner-Occupied Grantee: Deed for the Project location.

- c) Property Owner Grantee: Deed for the Project location; AND executed tenant leases, for at least three years, for at least 75% of the Project.
3. **Escrow Agreement:** If the Grantee elects to receive the Capital Grant via progress payments (escrow), the escrow agreement between the City, title company and Grantee must be fully executed.
  4. **Building Permits:** The Grantee must submit proof of all permits required by the City's Municipal Code for work associated with the Project for all corresponding costs to be eligible for reimbursement.

#### *Conditions for Receiving the Certificate*

The Grantee must complete project construction and receive a Certificate within the timeframe dictated by the executed RDA, or the Project will be considered in default, the City Grant may be forfeited, and the RDA may be terminated. The Certificate *must* be issued within two years of the RDA execution date.

1. **MBE/WBE Requirements:** The Grantee must fulfill at least 26% Minority Business Enterprise (MBE) and 6% Women Business Enterprise (WBE) participation for all direct and indirect construction costs associated with the Project.
2. **City Residency Requirements:** The Grantee must hire City residents to perform 50% of all construction hours.
3. **Prevailing Wage Requirements:** The Grantee must adhere to the City's prevailing wage requirement for all construction trades, as established by the Illinois Department of Labor.
4. **Certificate of Occupancy:** The Grantee must obtain and submit proof of all permits required by the City's Municipal Code to occupy the Project premises.
5. **Business Licenses:** The Grantee must obtain all necessary business licenses.
6. **Documentation:** The Grantee must appropriately document all eligible project costs. Documentation includes, but is not limited to, detailed invoices, cancelled checks, sworn owner's statement, sworn statement of contractor and subcontractor to owner and final lien waivers.

#### **PROJECT EXTENSION, WITHDRAWAL AND TERMINATION POLICIES**

##### *Project Deadline Extension*

Grantees are allowed to request up to two extensions to satisfy the conditions for all milestones leading to RDA execution. Grantees in need of an extension during this time must submit a written request to DPD justifying the need for the extension. DPD will issue extension approvals and durations, in writing, at its discretion. DPD will withdraw City Grants for Grantees who are unable to satisfy the conditions after exhausting their extensions.

##### *Project Withdrawal*

Finalists or Grantees must provide written notification to DPD staff of their intent to rescind their City Grant and withdraw from the program. DPD staff will send the Finalist or Grantee an email confirmation of the Project's withdrawal and the return of the allocated City Grant.

##### *Project Termination*

DPD staff will send the Finalist or Grantee notification via email and postal mail to the above address regarding termination of the Project and the return of the allocated City Grant. All questions regarding the conditions outlined in this letter, and general City requirements and procedures, can be addressed to William Grams ([william.grams@cityofchicago.org](mailto:william.grams@cityofchicago.org)) or 312-744-0896.

We look forward to supporting your efforts to revitalize the City's South, Southwest and West sides.

Sincerely,



William Jeffries  
Deputy Commissioner  
Department of Planning and Development

On behalf of John Scheff, Inc. dba Motoworks Chicago, Ltd., I accept the above terms and conditions of this Conditional Commitment of Neighborhood Opportunity Funds offered by the City of Chicago.

2/14/22  
Date

[Signature]  
John Scheff

PRESIDENT  
Title

Return one copy of this letter to:

City of Chicago  
Department of Planning and Development  
Attention: William Grams  
121 North LaSalle Street, RM 1003  
Chicago, IL 60602

**NOF-LARGE DELIVERABLE SUMMARY CHECKLIST & SCHEDULE**

**Milestone #1: Conditional Commitment of Funds (Letter)**

<input checked="" type="checkbox"/>	<i>Conditions for Next Milestone</i>	<i>Time to Next Milestone</i>
	Final Contractor Estimates (2)	<u>5 MONTHS</u>
	Final Project Budget	
	Final Zoning	
	Final Design Documents	
	Preliminary (Final acceptable) Project Financing Documentation	
	Preliminary (Final acceptable) Site Control Documentation	

**Milestone #2: Council Approval (City Grant Issuance)**

<input checked="" type="checkbox"/>	<i>Conditions for Next Milestone</i>	<i>Time to Next Milestone</i>
	Final Project Financing Documentation	<u>1 MONTH</u>
	Final Site Control Documentation	
	Grant Payment Election (executed escrow agreement, if applicable)	
	Building Permits Secured	

**Milestone #3: Project Closing (Executed RDA)**

<input checked="" type="checkbox"/>	<i>Conditions for Next Milestone</i>	<i>Time to Next Milestone</i>
	M/WBE Construction Compliance Requirements Fulfilled	<u>24 MONTHS</u>
	City Residency Construction Compliance Requirements Fulfilled	
	Prevailing Wage Construction Compliance Requirements Fulfilled	
	Occupancy Permits Secured	
	Business Permits Secured	
	Business Licenses Secured	
	Project Cost Documentation (invoices, sworn statements, lien waivers)	

**Milestone #4: Project Completion (Certificate of Completion)**

SUPPLEMENTAL APPROPRIATION AND AMENDMENT OF YEAR 2022 ANNUAL APPROPRIATION ORDINANCE WITHIN FUND NO. 925.

[SO2022-2448]

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

CHICAGO, September 21, 2022.

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

Your Committee on the Budget and Government Operations, to which was referred a substitute ordinance concerning an amendment to the Annual Appropriation Ordinance Year 2022 within the Office of the Mayor, the Department of Housing, the Department of Public Health, the Department of Family and Support Services, the Office of Emergency Management and Communications, the Chicago Fire Department and the Chicago Public Library (SO2022-2448), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on September 14, 2022.

Respectfully submitted,

(Signed) PAT DOWELL,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 2022 (the "2022 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 Office of the Mayor has been awarded additional private grant funds in the amount of \$100,000 by the Illinois Science and Energy Foundation for the Smart Grid/Energy Efficiency Consumer Education program; and

WHEREAS, The City through its Department of Housing has been awarded additional federal grant funds in the amount of \$1,620,000 by the United States Department of Housing and Urban Development ("HUD") for the Home Investment Partnership program; and

WHEREAS, The City through its Department of Public Health has been awarded federal COVID-19 grant funds in the amount of \$1,500,000 by the United States Department of Health and Human Services for the Chicago Community Health Workers for COVID Response and Resilient Communities program; and

WHEREAS, The City through its Department of Family and Support Services ("DFSS") has been awarded additional state grant funds in the amount of \$5,655,000 by the Illinois Department on Aging ("IDOA") for the Area Plan on Aging program; and

WHEREAS, The City through DFSS has been awarded additional federal pass-through grant funds in the amount of \$54,000 by the Illinois Department of Commerce and Economic Opportunity for the Community Services Block Grant program; and

WHEREAS, The City through DFSS has been awarded additional federal grant funds in the amount of \$34,000 by the Corporation for National and Community Service ("CNCS") for the Foster Grandparents program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$173,000 by IDOA for the Long Term Care Ombudsman Program -- CMP program; and

WHEREAS, The City through DFSS has been awarded state grant funds in the amount of \$8,000 by IDOA for the National Academy of State Health Policy program; and

WHEREAS, The City through DFSS has been awarded additional federal grant funds in the amount of \$32,000 by CNCS for the Senior Companion -- Federal program; and

WHEREAS, The City through DFSS has been awarded additional state grant funds in the amount of \$18,000 by IDOA for the Senior Companion -- State program; and

WHEREAS, The City through DFSS has been awarded additional federal grant funds in the amount of \$43,000 by IDOA for the State Foster Grandparent program; and

WHEREAS, The City through DFSS has been awarded additional federal pass-through grant funds in the amount of \$3,000 by AgeOptions for the Senior Medicare Patrol program; and

WHEREAS, The City through its Office of Emergency Management and Communications has been awarded additional federal pass-through grant funds in the amount of \$85,000 by the Illinois Emergency Management Agency for the Emergency Management Assistance program; and

WHEREAS, The City through its Fire Department has been awarded additional state grant funds in the amount of \$139,000 by the Office of the State Fire Marshal for the Fire Academy Training and Improvement program; and

WHEREAS, The City through its Chicago Public Library has been awarded state grant funds in the amount of \$50,000 by the Office of the Secretary of State of Illinois for the Illinois Library Development program; now, therefore,

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

SECTION 1. The amount of \$9,514,000 is hereby appropriated from Fund 925 -- Grant Funds for the year 2022. The 2022 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 2022 Appropriation Ordinance.*

Code	Department And Item	Strike Amount	Add Amount
<b>Estimate Of Grant Revenue For 2022</b>			
	Awards from Agencies of the Federal Government for COVID-19	\$3,583,202,000	\$3,584,702,000
	Awards from Agencies of the Federal Government	1,544,310,000	1,546,181,000
	Awards from Agencies of the State of Illinois	847,641,000	853,684,000
	Awards from Public and Private Agencies	88,685,000	88,785,000

925 -- Grant Funds

Department Number	Department And Grant Name	Strike Amount 2022 Anticipated Grant	Add Amount 2022 Anticipated Grant	Strike Amount (2022 Total) Includes Anticipated Carryover	Add Amount (2022 Total) Includes Anticipated Carryover	Strike Amount (2022 Total)	Add Amount (2022 Total)
01	Office Of The Mayor:						
	Smart Grid/Energy Efficiency Consumer Education	\$ 39,000	\$ 139,000			\$ 39,000	\$ 100,000

Department Number	Department And Grant Name	Strike Amount 2022 Anticipated Grant	Add Amount 2022 Anticipated Grant	Strike Amount (2022 Total) Includes Anticipated Carryover	Add Amount (2022 Total) Includes Anticipated Carryover	Strike Amount (2022 Total)	Add Amount (2022 Total)
21	Department Of Housing:						
	Home Investment Partnership Grant	\$19,974,000	\$21,594,000			\$19,974,000	\$21,594,000
41	Department Of Public Health:						
	Chicago Community Health Workers for COVID Response and Resilient Communities		1,500,000				1,500,000
50	Department Of Family And Support Services:						
	Area Plan on Aging	8,984,000	14,639,000			8,984,000	14,639,000
	Community Services Block Grant	13,650,000	13,704,000			13,650,000	13,704,000
	Foster Grandparents	615,000	649,000			615,000	649,000
	Long Term Care Ombudsman Program -- CMP	120,000	293,000			120,000	293,000
	National Academy of State Health Policy		8,000				8,000
	Senior Companion Program -- Federal	325,000	357,000			325,000	357,000
	Senior Companion Program -- State	16,000	34,000			16,000	34,000
	State Foster Grandparent	16,000	59,000			16,000	59,000
	Senior Medicare Patrol	23,000	26,000			23,000	26,000

Department Number	Department And Grant Name	Strike Amount 2022 Anticipated Grant	Add Amount 2022 Anticipated Grant	Strike Amount (2022 Total) Includes Anticipated Carryover	Add Amount (2022 Total) Includes Anticipated Carryover	Strike Amount (2022 Total)	Add Amount (2022 Total)
58	Office Of Emergency Management And Communications:						
	Emergency Management Assistance	\$ 625,000	\$ 710,000			\$ 625,000	\$ 710,000
59	Department Of Fire:						
	Fire Academy Training and Improvement	3,280,000	3,419,000			3,280,000	3,419,000
91	Chicago Public Library:						
	Illinois Library Development		50,000				50,000

**COMMITTEE ON ECONOMIC, CAPITAL AND  
TECHNOLOGY DEVELOPMENT.**

---

APPOINTMENT OF LYNETTA JONES AS MEMBER OF 103<sup>RD</sup>/HALSTED  
COMMISSION (SPECIAL SERVICE AREA NO. 45).

[A2022-118]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, recommends *Approval* of the appointment of Lynetta Jones as a member of Special Service Area Number 45, the 103<sup>rd</sup>/Halsted Commission (A2022-118), introduced on July 20, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Lynetta Jones as a member of the 103<sup>rd</sup>/Halsted Commission (Special Service Area Number 45) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF JENNIFER L. TREMBLAY AS MEMBER OF OLD TOWN COMMISSION (SPECIAL SERVICE AREA NO. 48).

[A2022-119]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, recommends *Approval* of the reappointment of Jennifer L. Tremblay as a member of Special Service Area Number 48, the Old Town Commission (A2022-119), introduced on July 20, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Jennifer L. Tremblay as a member of the Old Town Commission (Special Service Area Number 48) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF GREGORY B. GUTTMAN AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61).

[A2022-121]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, recommends *Approval* of the reappointment of Gregory B. Guttman as a member of Special Service Area Number 61, the Hyde Park Commission (A2022-121), introduced on July 20, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of Gregory B. Guttman as a member of the Hyde Park Commission (Special Service Area Number 61) was *Approved* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

REAPPOINTMENT OF GEORGE W. RUMSEY AS MEMBER OF HYDE PARK COMMISSION (SPECIAL SERVICE AREA NO. 61).

[A2022-120]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, recommends *Approval* of the reappointment of George W. Rumsey as a member of Special Service Area Number 61, the Hyde Park Commission (A2022-120), introduced on July 20, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed reappointment of George W. Rumsey as a member of the Hyde Park Commission (Special Service Area Number 61) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF ELLIOT J. ADAMCZYK AS MEMBER OF NORTH MICHIGAN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 76).

[A2022-122]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, recommends *Approval* of the appointment of Elliot J. Adamczyk as a member of Special Service Area Number 76, the North Michigan Avenue Commission (A2022-122), introduced on July 20, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Elliot J. Adamczyk as a member of the North Michigan Avenue Commission (Special Service Area Number 76) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

APPOINTMENT OF ADRIENNE E. O'BRIEN AS MEMBER OF NORTH MICHIGAN AVENUE COMMISSION (SPECIAL SERVICE AREA NO. 76).

[A2022-123]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, recommends *Approval* of the appointment of Adrienne E. O'Brien as a member of Special Service Area Number 76, the North Michigan Avenue Commission (A2022-123), introduced on July 20, 2022 by the Honorable Lori E. Lightfoot, Mayor.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the committee's recommendation was *Concurred In* and the said proposed appointment of Adrienne E. O'Brien as a member of the North Michigan Avenue Commission (Special Service Area Number 76) was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

CALL FOR HEARINGS ON CURRENT AND FUTURE STATE OF  
CRYPTOCURRENCY.

[R2022-823]

The Committee on Economic, Capital and Technology Development submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Economic, Capital and Technology Development, for which a meeting was held on September 13, 2022, having had under consideration a resolution calling for hearings on current and future state of cryptocurrency (R2022-823), introduced on July 20, 2022 by Alderman Villegas (36<sup>th</sup> Ward), begs leave to recommend that Your Honorable Body *Adopt* said proposed resolution transmitted herewith.

This recommendation was concurred in by a voice vote of all committee members present, with no dissenting votes.

Respectfully submitted,

(Signed) GILBERT VILLEGAS,  
*Chairman.*

On motion of Alderman Villegas, the said proposed resolution transmitted with the foregoing committee report was *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said resolution as adopted:

WHEREAS, Cryptocurrency is a new digital asset creating notable opportunities within diverse communities; and

WHEREAS, Over 40 million individuals -- approximately 16 percent of adults across the nation -- participate in the trade, use, or investment of this largely unregulated technology; and

WHEREAS, A recent report identified a market cap above \$1 Trillion -- a near \$2 Trillion decrease since late 2021 -- resulting in cryptocurrency's reputation for volatile movement in value, attributed by experts to growing pains often experienced with new technology; and

WHEREAS, On March 9, 2022, President Biden signed an Executive Order outlining U.S. policy objectives towards digital assets and called on several government agencies to prioritize working with one another; and

WHEREAS, Aside from serving as a home for crypto-related businesses -- cities similar to Chicago like Miami, Reno, and Fort Worth -- have turned to cryptocurrency for innovation, economic development and creative revenue-generating streams; and

WHEREAS, As Chicago is amongst the top five U.S. tech ecosystems and described by *Forbes* as one of the hottest cities for start-ups; and

WHEREAS, Chicago has increasingly become a destination for founders, investors, and innovators -- including more than 70 cryptocurrency leaders -- the City has a significant interest in this new technology; and

WHEREAS, Specifically, the City has an interest in ensuring government has an educated background and understanding of its framework, potential benefits and risks, technological developments, equitable economic growth, protection efforts, and similar considerations, including any impact such factors may have with one another; now, therefore,

*Be It Resolved*, That we, the members of the City Council, call on the City of Chicago Committee on Economic, Capital and Technology Development to hold hearings on cryptocurrency with local leaders to discuss the current and future state of the technology as it relates to Chicago.

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**COMMITTEE ON HEALTH AND HUMAN RELATIONS.**

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**AMENDMENT OF SECTION 6-10-025 OF MUNICIPAL CODE REGARDING CIRCUMSTANCES WARRANTING GENDER IDENTIFICATION IN CITY DOCUMENTATION.**

[O2022-2402]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Health and Human Relations, to which was referred a communication by the Honorable Lori E. Lightfoot amending Section 6-10-025 of the Municipal Code regarding circumstances warranting gender identification in City documentation (O2022-2402), begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Human Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 6-10-025 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

6-10-025 Gender Identity Option In City Documentation.

(a) No form issued by the City shall ask an individual's sex unless it is necessary for medical reasons, a legitimate governmental purpose, or required by another law.

(b) The City may ask for the gender identity of an individual when it is necessary for medical reasons, a legitimate governmental purpose, or required by another law.

(Omitted text is unaffected by this ordinance.)

(f) For purposes of this section, "a legitimate governmental purpose" includes, but is not limited to, the collection of demographic information for reporting on the diversity of employees within the City government or for providing better services to the public.

SECTION 2. This ordinance shall take effect following passage and approval.

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AMENDMENT OF TITLE 6 OF MUNICIPAL CODE BY ADDING NEW CHAPTER 6-20 ENTITLED "BODILY AUTONOMY" AND MODIFYING SECTION 8-4-010 REGARDING PENALTY FOR DISORDERLY CONDUCT.

[SO2022-2486]

The Committee on Health and Human Relations submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Health and Human Relations, to which was referred a communication by Alderwoman Rodriguez-Sanchez amending Title 6 of the Municipal Code by adding new Chapter 6-20 entitled "Bodily Autonomy" (SO2022-2486), begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by a viva voce vote of the Committee on Health and Human Relations.

Respectfully submitted,

(Signed) RODERICK T. SAWYER,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 47.

*Nays* -- Alderman Sposato -- 1.

Alderman Cappleman 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 6 of the Municipal Code of Chicago is hereby amended by adding a new Chapter 6-20, as follows:

#### Chapter 6-20.

#### Bodily Autonomy.

#### 6-20-010 Public Policy Of The City With Regards To Bodily Autonomy.

The City respects the fundamental right of individuals to make autonomous decisions about reproductive health care and the expression of gender identity through one's own body. The City will work to protect people's reproductive and gender-affirming choices and condemns the creation and enforcement of laws passed by other jurisdictions that seek to impose civil or criminal liability on persons who seek and receive, or assist with the provision or receipt of, reproductive health care or gender-affirming care.

#### 6-20-020 Definitions.

For purposes of this chapter, the following definitions shall apply:

"Agency" means every City department, agency, division, commission, council, committee, board, or other body or person established by authority of a City ordinance or resolution, City Council order, or executive order.

“Agent” means any person employed by or acting on behalf of an agency.

“Bodily autonomy” means self-governance over one’s own reproductive options and gender identity, including reproductive health care and gender-affirming care.

“Gender-affirming care” means all services, supplies, drug therapies, and other care that an individual may receive to support and affirm the individual’s gender identity.

“Reproductive health care” means health care offered, arranged, or furnished for the purpose of preventing pregnancy, terminating a pregnancy, managing pregnancy loss, or improving maternal health and birth outcomes. Reproductive health care includes but is not limited to contraception, sterilization, preconception care, maternity care, abortion care, and counseling regarding reproductive health care.

“Restrictive law” means any statute, ordinance, rule, regulation, or other law that restricts an individual’s bodily autonomy in a manner inconsistent with the laws of Illinois and includes laws of another state or jurisdiction that establish liabilities, penalties, or other discipline for any person performing, providing, administering, receiving, obtaining, seeking, or aiding a person seeking reproductive health care or gender-affirming care, regardless of whether such law is stylized as a charge relating to homicide, child abuse, or any other charge that is pretext for enforcing such a restrictive law.

#### 6-20-030 Enforcement.

(a) Except as required by a statute or regulation that applies to the City, or as required by an order of a court of competent jurisdiction or lawfully issued judicial warrant of a court of competent jurisdiction, no agent or agency shall:

(1) provide information related to, or in furtherance of, any investigation or proceeding initiated in or by another state or jurisdiction that seeks to impose civil or criminal liability or professional sanctions upon a person for:

(A) the provision or receipt of, or any inquiry concerning, reproductive health care or gender-affirming care that is legal in the State of Illinois; or

(B) any assistance given to any person or entity that relates to the provision or receipt of, or any inquiry concerning, reproductive health care or gender-affirming care that is legal in the State of Illinois.

(2) Participate in any law enforcement action or operation or assist in the civil enforcement of a restrictive law.

(3) Stop, arrest, detain, or continue to detain an individual, or transfer an individual into the custody of another jurisdiction, based solely on a restrictive law or on a request to extradite an individual pursuant to a restrictive law unless the acts forming the basis of the prosecution of the crime charged would also constitute a criminal offense under the laws of the State of Illinois.

(4) permit law enforcement of another jurisdiction:

(A) access, including by telephone, to an individual being detained by, or in the custody of, the agency or agent for purposes of investigative interviews in relation to a foreign investigation for enforcement of a restrictive law; or

(B) use of agency facilities or data for investigative interviews or other investigative purpose in relation to a foreign investigation for enforcement of a restrictive law.

(5) Use any City resources, including an agent's time, in responding to inquiries from, or communicating with, any state or person investigating, initiating, or pursuing a civil or criminal action against a person based on a restrictive law, other than to respond that the City will not be assisting in the action or take the necessary legal action to effect the goals of this chapter.

(b) Each agency that may be asked to assist in the investigation or enforcement of a restrictive law shall, in consultation with the Corporation Counsel, develop a model policy to (i) prevent violation of this Chapter 6-20, (ii) ensure that all facilities remain safe and accessible to any person alleged to have violated a restrictive law, and (iii) train applicable staff on the provisions of this Chapter 6-20, including staff who respond to Freedom of Information Act requests on behalf of public bodies. All such agencies shall establish policies that limit data sharing in relation to allegations of the violation of a restrictive law to the fullest extent possible consistent with federal and Illinois law. The City shall make such policies available to departments and facilities operated by Sister Agencies, as that term is defined in Section 1-23-010.

(1) The agencies and the Corporation Counsel shall consult with the Advisory Council on Women and the Advisory Council on LGBTQ+ issues, established in Section 2-120-500(b) and (c), and may consult with the Illinois Attorney General, the Illinois State Police, the Cook County Sheriff, the Cook County State's Attorney, and the Commissioner of Public Health to develop the model policies. Among the goals of the policies will include providing:

(A) guidance as to which foreign warrants are based on alleged violations of restrictive laws and distinguish restrictive laws that pretextually use the language of murder, child abuse, and other crimes in order to infringe on bodily autonomy, from those that are consonant with crimes that are recognized in the State of Illinois.

(B) a compilation of warrants and other possible inquiries that, if received and acted upon, would result in a violation of this Chapter 6-20.

(2) Any agency that creates a policy pursuant to or compliant with this Chapter 6-20 shall annually review the policy and update it to reflect any changes in the legal landscape. Any policy that is changed shall be reported to the City Council Committee on Health and Human Relations.

(c) If an agency receives a request to provide assistance with the investigation of or enforcement of a restrictive law, a supervising agent, who shall be an attorney licensed in Illinois, shall, in accordance with the requirements of subsection (a) and the policies adopted pursuant to subsection (b), determine whether such request is to assist in the investigation of or enforcement of a restrictive law. If the supervisor determines that the request is to assist in the investigation of or enforcement of a restrictive law, the supervisor shall decline the request. The supervisor shall also notify the Commission on Human Relations with an identifier that indicates that the event is a request for assistance with a restrictive law. The Commission on Human Relations shall report to the Mayor, the Corporation Counsel, and the City Council Committee on Health and Human Relations the number of requests for assistance in the enforcement of any restrictive laws including the sources, frequency, and nature of requests and the agencies' response to such request. These reports shall not contain any personally identifiable information or private information in order to protect the identities and privacy of any person alleged to have violated a restrictive law.

(d) Nothing in this section shall prohibit the investigation of any activity prohibited under Illinois law, provided that no information relating to any medical procedure performed on an individual or relating to any medical resources provided to a specific individual may be shared with an out-of-state agency or any other person unless the individual gives written authorization for such data sharing.

(e) This Chapter 6-20 does not create or form the basis for liability on the part of the City, its agents, or agencies. A remedy for the violation of this chapter shall be through the City's disciplinary procedures for officers and employees under regulations including but not limited to the City personnel rules, union contracts, civil service commission rules, or any other agency rules or regulations. A person alleging a violation of this chapter shall forward a complaint to the Office of the Inspector General ("Inspector General") who shall process it in accordance with the complaint-processing procedures established in Chapter 2-56 of this Code except that if the complaint is against any member of the City Council or any employee or staff person of any City Council committee, the Inspector General shall promptly transmit said complaint to the Chairman of the City Council Committee on Committees and Rules for processing or such successor committee having jurisdiction over said matters. Nothing in this section shall preclude a person from seeking injunctive or declaratory relief for a violation of this section. The City reserves the right to challenge any such order of court or lawfully issued judicial warrant as referred to in subsection (a).

#### 6-20-040 Calls For Resources Related To Bodily Autonomy.

The City shall take reasonable steps to provide a service that provides callers with information on resources for people seeking gender-affirming care or reproductive health care, which may include directing calls to an organization that can provide assistance. If such a system is established, the City shall ensure that residents who have limited proficiency in the English language have meaningful access to such service in accordance with Chapter 2-40 of the Code.

SECTION 2. Section 8-4-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

8-4-010 Disorderly Conduct.

A person commits disorderly conduct when he knowingly:

(Omitted text is unaffected by this ordinance.)

(j) Either: (1) knowingly approaches another person within eight feet of such person, unless such other person consents, for the purpose of passing a leaflet or handbill to, displaying a sign to, or engaging in oral protest, education, or counseling with such other person in the public way within a radius of 50 feet from any entrance door to a hospital, medical clinic or healthcare facility, or (2) by force or threat of force or by physical obstruction, intentionally injures, intimidates or interferes with or attempts to injure, intimidate or interfere with any person entering or leaving any hospital, medical clinic or healthcare facility.

A person convicted of disorderly conduct shall be fined not more than \$500.00 for each offense, though for a second or subsequent violation of subsection (j), the violator shall be fined \$1,000.00.

SECTION 3. This ordinance shall be in full force and effect 10 days following passage and publication.

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**COMMITTEE ON HOUSING AND REAL ESTATE.**

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ACCEPTANCE OF BIDS FOR PURCHASE OF VACANT CITY-OWNED PROPERTIES AT VARIOUS LOCATIONS IN ACCORDANCE WITH ADJACENT NEIGHBORS LAND ACQUISITION PROGRAM.

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Housing and Real Estate, for which a virtual meeting was held on September 13, 2022, and to which was referred ordinances authorizing the sale of vacant City-owned properties, having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

On motion of Alderman Osterman, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

Yeas -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

Nays -- None.

Alderman Cappleman 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):

*415 S. Kilbourn Ave.*

[O2022-2349]

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/100Dollars (\$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; (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 Corasha Diamond Watts (the "Purchaser"), who has a principal residence of 417 South Kilbourn Avenue, Chicago, Illinois 60624; and

WHEREAS, The ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City of Chicago on May 17, 2000, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on May 12, 2022; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, By Resolution Number 22-021-21 adopted on June 16, 2022, 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 her 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 One Thousand and no/100 Dollars (\$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:

Corasha Diamond Watts.

Bidder's Address:

417 South Kilbourn Avenue  
Chicago, Illinois 60624.

Appraised Value ("As Is"):

\$7,500.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 29 in Block 1 in Couselman's Subdivision of the south half of the southeast quarter of the northwest quarter of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Address:

415 South Kilbourn Avenue  
Chicago, Illinois 60624.

Property Index Number:

16-15-129-005-0000.

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*4350 W. Van Buren St.*

[O2022-2351]

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; (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 Ngaya T. Brunner (the "Purchaser"), who has a principal residence of 4348 West Van Buren Street, Chicago, Illinois 60624; and

WHEREAS, The ANLAP Parcel is located in the Midwest Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City of Chicago on May 17, 2000, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 30775 through 30953; and

WHEREAS, DPD has caused notice of the proposed sale of the ANLAP Parcel to be sent to all eligible adjacent neighbors (if any) and has also caused public notice advertising the City's intent to enter into the sale of the ANLAP Parcel to the Purchaser to be published in the *Chicago Tribune* on May 12, 2022; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, By Resolution Number 22-021-21 adopted on June 16, 2022, 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 her 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 One Thousand and no/100 Dollars (\$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:

Ngaya T. Brunner.

Bidder's Address:

4348 West Van Buren Street  
Chicago, Illinois 60624.

Appraised Value ("As Is"):

\$6,000.00.

Bid Amount:

\$1,000.00.

Legal Description (subject to title commitment and survey):

Lot 16 in Block 6 in Madison Street Addition to Chicago, a subdivision of Lots 2 and 5 in each of Blocks 1, 2, 3 and 4; and Lots 3 and 4 in each of Blocks 5, 6, 7 and 8; and Lots 2, 3, 4 and 5 in each of Blocks 9 and 10 in partition of the west half of the west half of the northeast quarter and that part of the west half of the west half of the southeast quarter lying north of Barry Point Road of Section 15, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

4350 West Van Buren Street  
Chicago, Illinois 60624.

## Property Index Number:

16-15-220-025-0000.

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429 E. 48<sup>th</sup> Pl.

[O2022-2350]

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; (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 Jeffrey and Stephanie Glover Douglas (the "Purchasers"), who has a principal residence of 427 East 48<sup>th</sup> Place, Chicago, Illinois 60615; and

WHEREAS, The ANLAP Parcel is located in the 47<sup>th</sup>/King Drive Redevelopment Project Area ("Area") established pursuant to ordinances adopted by the City Council of the City of Chicago on March 27, 2002, published in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date at pages 81231 through 81472; 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 12, 2022; and

WHEREAS, Purchaser's proposal was the only proposal received by the deadline indicated in the aforesaid notice; and

WHEREAS, By Resolution Number 22-021-21 adopted on June 16, 2022, the Plan Commission, approved the sale of the ANLAP Parcel to the Purchasers; now, therefore,

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

SECTION 1. The City hereby accepts the bid of the Purchasers to purchase the ANLAP Parcel, which purchase shall be subject to all of the terms, conditions, covenants and restrictions of the ANLAP Program and the ANLAP Program Ordinance.

SECTION 2. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, a quitclaim deed conveying the ANLAP Parcel to the Purchasers for the purchase price of Four Thousand Five Hundred and no/100 Dollars (\$4,500.00). Such deed shall include a covenant obligating the Purchasers 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:

Jeffrey and Stephanie Glover Douglas.

## Bidder's Address:

427 East 48<sup>th</sup> Place  
Chicago, Illinois 60615.

## Appraised Value ("As Is"):

\$25,000.00.

## Bid Amount:

\$4,500.00.

## Legal Description (subject to title commitment and survey):

The west 16<sup>2</sup>/<sub>3</sub> feet of Lot 12 in Block 2 in Snow and Dickinson's Subdivision of that part lying west of South Vincennes Avenue of the south half of the northwest quarter of the northeast quarter of Section 10, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

## Address:

429 East 48<sup>th</sup> Place  
Chicago, Illinois 60615.

## Property Index Number:

20-10-208-015-0000.

NEGOTIATED SALE OF VACANT CITY-OWNED PROPERTY AT 6435 N. CALIFORNIA AVE. TO AND EXECUTION OF PURCHASE AND SALE AGREEMENT WITH FORGING OPPORTUNITIES FOR REFUGEES IN AMERICA, INC.

[O2022-2356]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Housing and Real Estate, for which a virtual meeting was held on September 13, 2022, and to which was referred an ordinance from the Department of Planning and Development for the sale of vacant City-owned property at 6435 North California Avenue to Forging Opportunities for Refugees in America, Inc. (O2022-2356), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Sincerely,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, The City is the owner of the real property commonly known as 6435 North California Avenue, Chicago, Illinois, and more particularly described on Exhibit A attached hereto (the "Property"); and

WHEREAS, The Property is comprised of an approximately 15,613-square-foot lot, occupied by the former Northtown Branch Chicago Public Library (the "Building") and an adjoining parking lot with approximately 10 parking spaces. The Building occupies approximately 11,400 square feet of the Property; and

WHEREAS, Orthodox Jewish Congregations of America, a New York not-for-profit corporation ("Yachad"), an international organization dedicated to enhancing the life opportunities of Jewish individuals that was looking to increase its footprint in the Chicago area. Yachad wanted to purchase the Property to provide services for children and young adults with developmental disabilities. Yachad made an original purchase offer to the City of \$630,000, which was equal to the Property's appraised value. However, Yachad subsequently lowered that offer to \$400,000 when water damage was discovered in the Building, with the cause expected to be either a leaking roof or broken water pipes; and

WHEREAS, Public notices advertising the City's intent to enter into a negotiated sale of the Property with Yachad and requesting alternative proposals appeared in the *Chicago Tribune*, a newspaper of general circulation, on February 26, 2022; and

WHEREAS, In response to the public notice, the City received two addition purchase offers for the former library property. An offer of \$823,000 was submitted by Forging Opportunities for Refugees in America, Inc. NFP, an Illinois not-for-profit corporation ("FORA"), and an offer of \$751,000 was submitted by Chinese Mutual Aid Association, Inc., an Illinois not-for-profit corporation; and

WHEREAS, FORA is a privately funded not-for-profit organization that provides educational services to refugees who have come to Chicago to start a new life in America. FORA's current offices are next door to the Property, and FORA has run out of space to meet the demands of the refugee population they support. Through teaching English language skills to recent immigrants, FORA helps young immigrants and their families to ultimately thrive in their adopted home in Chicago; and

WHEREAS, Since Yachad had not made its original offer in a competitive bidding environment, Yachad, FORA and Chinese Mutual Aid Association were each allowed to submit a final and best purchase offer; and

WHEREAS, All three organizations increased their bids: FORA -- \$962,786; Chinese Mutual Aid -- \$821,000; and Yachad -- \$650,000; and

WHEREAS, Pursuant to Resolution Number 22-007-21 adopted on June 16, 2022, by the Plan Commission of the City (the "Commission"), the Commission recommended that the City through its Department of Planning and Development ("DPD") enter into a negotiated sale with the FORA for the purchase of the Property; and

WHEREAS, As conditions of the sale, upon redevelopment of the Property, FORA must remediate the Property, as required by the "Purchase Agreement" (as defined in Section 2 below), including obtaining a hazardous materials building survey, and incorporating the results of such survey in FORA's remediation plans for the Building, removing and closing the underground storage tank (if any) on the Property, and obtaining and recording a final comprehensive residential "No Further Remediation" letter issued by the Illinois Environmental Protection Agency, as such environmental requirements may be revised by the Commissioner of the Department of Assets, Information and Services; now, therefore,

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

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

SECTION 2. The City Council of the City hereby approves the sale of the Property to FORA for the amount of Nine Hundred Sixty-two Thousand Seven Hundred Eighty-six Dollars (\$962,786). The approval is expressly conditioned upon the City entering into a purchase agreement with FORA (the "Purchase Agreement") substantially in the form attached hereto as Exhibit B. 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 Purchase Agreement, and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Purchase Agreement, with such changes, deletions and insertions as shall be approved by the persons executing the Purchase Agreement.

SECTION 3. The Mayor or her proxy is authorized to execute, and the City Clerk or Deputy City Clerk is authorized to attest, one or more quitclaim deed(s) conveying the Property to FORA.

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

SECTION 5. All ordinances, resolutions, motions, or orders 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.

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

*Exhibit "A".*  
(To Ordinance)

Purchaser:

Forging Opportunities for Refugees in America, Inc. NFP,  
an Illinois not-for-profit corporation.

Purchaser's Address:

6431 North California Avenue  
Chicago, Illinois 60645.

Purchase Amount:

\$962,786.

Appraised Value:

\$630,000.

Legal Description (subject to title commitment and survey):

Lots 26, 27 and the south half of Lot 28 in Block 3 in Devon-California Addition to Rogers Park, being a subdivision of the southwest quarter of the southeast quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly Known As:

6435 North California Avenue  
Chicago, Illinois 60645.

Property Index Number:

10-36-424-033-0000.

*Exhibit "B".*  
(To Ordinance)

*Real Estate Purchase And Sale Agreement With Forging Opportunities  
For Refugees In America, Inc. NFP.*

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is entered as of \_\_\_\_\_, 2022 ("**Effective Date**"), by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("**City**" or "**Seller**"), acting by and through its Department of Planning and Development ("**DPD**"), and FORGING OPPORTUNITIES FOR REFUGEES IN AMERICA, INC. NFP, an Illinois not-for-profit corporation ("**Buyer**"), with a principal place of business at 6431 N. California Avenue, Chicago, IL 60645, Attn: Executive Director.

**RECITALS**

**WHEREAS**, Seller owns the real property located at 6435 North California Avenue, Chicago, Illinois, as legally described on **Exhibit A** attached hereto and incorporated here (the "**Property**"); and

**WHEREAS**, the Property is comprised of an approximately 15,613 square foot lot, occupied by the former Northtown Branch Chicago Public Library (the "**Building**") and an adjoining parking lot with approximately 10 parking spaces. The Building occupies approximately 11,400 square feet of the Property; and

**WHEREAS**, Buyer has submitted a proposal to purchase the Property; and

**WHEREAS**, Buyer has provided the City a Phase I Environmental Site Assessment ("**Phase I ESA**") prepared by K-Plus Engineering Services, LLC, dated July 5, 2022, which has identified the following recognized environmental conditions ("**RECs**"): 3000 gallon underground heating oil tank on the Property and nearby former cleaners at 6434 North Fairfield Avenue and 6431 North California Avenue; and

**WHEREAS**, Buyer shall obtain a Phase II Environmental Site Assessment; and

**WHEREAS**, Buyer shall meet the environmental remediation requirements in **Exhibit C** attached hereto and incorporated here; and

**WHEREAS**, the City has agreed to sell the Property to Buyer for the purchase price set forth in Section 2 in accordance with the terms and conditions of this Agreement; and

**WHEREAS**, the City Council of the City (the "**City Council**"), pursuant to an ordinance adopted on \_\_\_\_\_, 2022, and published at pages \_\_\_\_\_ through \_\_\_\_\_ in the Journal of the Proceedings of the City Council for such date, authorized, subject to the execution, delivery and recording of this Agreement, the sale of the Property to Buyer;

**NOW, THEREFORE**, in consideration of the above recitals, for the mutual covenants and consideration set forth herein, City agrees to sell to Buyer, and Buyer agrees to purchase from City, for the Purchase Price (as hereinafter defined) and on terms and conditions set forth herein, the following:

**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. Purchase Price.**

The purchase price for the Property is NINE HUNDRED SIXTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$962,786.00) (the "Purchase Price").

**Section 3. Earnest Money; Performance Deposit; Default.**

(a) Within one (1) business day of the full execution of this Agreement, Buyer shall deliver the sum of FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$48,139.00) in escrow to the Title Company (defined below) (the "Earnest Money"). Except as otherwise provided under this Agreement, the Earnest Money shall be non-refundable and shall be applied to the Purchase Price at the closing.

(b) Buyer shall deposit with the City a performance deposit in the amount of FORTY-EIGHT THOUSAND ONE HUNDRED THIRTY-NINE AND NO/100 DOLLARS (\$48,139.00) ("Performance Deposit") as security for Buyer's performance of its obligations under this Agreement, which the City will retain until Buyer has provided the City a copy of the recorded Final NFR Letter (as that term is defined in Exhibit C). The dollar amount of the Performance Deposit includes Twenty Thousand and No/100 Dollars to secure the Buyer's removal of any underground storage tanks on the Property. The City acknowledges that Buyer has previously deposited THIRTY-SEVEN THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$37,650.00) leaving a remaining Performance Deposit due of TEN THOUSAND FOUR HUNDRED EIGHTY-NINE AND NO/100 DOLLARS (\$10,489.00). The City will pay no interest to Buyer on the Performance Deposit. Promptly following Buyer's recording of the Final NFR Letter, Buyer shall submit a request for a return of the Performance Deposit, and the City shall return the Performance Deposit within ninety (90) days of receiving such request.

(b) If either party shall default in any of their respective obligations under this Agreement, the other party, by notice to such defaulting party specifying the nature of the default and the date on which this Agreement shall terminate (which date shall be not less than thirty (30) days after the giving of such notice), may elect to terminate this Agreement, and upon such date, unless the default so specified shall have been cured, this Agreement shall terminate. In the case of a default by Buyer that remains uncured as provided for herein, Seller may elect to terminate this Agreement at Seller's sole and exclusive remedy, and upon such termination the Earnest Money and Performance Deposit shall be forfeited to Seller. In the case of a default by Seller that remains uncured as provided for herein, Buyer may terminate this Agreement, upon which the Earnest Money shall be returned to Buyer.

**Section 4. Closing.** The closing shall occur within 15 days after the expiration or waiver by Buyer in writing of the contingencies in Section 13 hereof at the offices of the Commercial Division of Greater Illinois Title Insurance Company, 120 N. LaSalle Street, Suite 900, Chicago, Illinois 60602 ("Title Company"). At the closing, Seller shall deliver into escrow the documents provided for under this Agreement. The closing shall be through an escrow with

the Title Company. Payment of the Purchase Price and delivery of deed shall be made through the escrow. The cost of the closing escrow and all other closing costs shall be paid by Buyer.

**Section 5. Payment of Balance.** The balance of the Purchase Price shall be paid by Buyer at closing by wire transfer of immediately available funds into escrow with the Title Company.

**Section 6. Transfer Taxes.** The transaction contemplated by this Agreement is exempt from transfer taxes as a transfer from a governmental body.

**Section 7. Deed and Closing Documents.** At closing, Seller shall execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a recordable quit claim deed, in customary form reasonably acceptable to the parties. Seller shall also deliver to the Title Company at closing all necessary state, county and municipal real estate transfer tax declarations, a City of Chicago water certification, a non-foreign certification, an ALTA statement (based upon Seller's actual knowledge) and a settlement statement which is consistent with this Agreement. Seller will not provide an affidavit of title or personal undertaking. At or prior to closing, Buyer shall deliver all documents and instruments, each executed and acknowledged (where appropriate) by Buyer, which Seller may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement. Any reference to Seller's knowledge in this Agreement shall mean the actual knowledge of Robert McKenna in DPD.

**Section 8. As-Is Sale.**

(a) The City makes no covenant, representation or warranty, express or implied, of any kind, as to the structural, physical or environmental condition of the property or the suitability of the property for any purpose whatsoever. Buyer acknowledges that it has had or will have adequate opportunity to inspect and evaluate the structural, physical and environmental condition and risks of the Property and accepts the risk that any inspection may not disclose all material matters affecting the Property. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Buyer is buying the Property in its "as is" and "where is" condition as of the time of closing, and "with all faults" condition at closing, with all faults and defects, latent or otherwise, and that Seller has not and does not hereby make any covenant, representation or warranty, express or implied, of any kind, or give any indemnification of any kind to Buyer, with respect to the physical, structural or environmental condition or value of the Property, its compliance with any statute, ordinance or regulation, its habitability, suitability, merchantability or fitness for any purpose whatsoever. Buyer acknowledges that it is relying solely upon its own inspection and other due diligence activities and not upon any information (including, without limitation, environmental studies or reports of any kind) provided by or on behalf of Seller or its agents or employees with respect thereto. Buyer agrees that it is Buyer's sole responsibility and obligation at its expense to perform any work and take such other action as is necessary to put the Property in a condition which is suitable for its intended use.

(b) Buyer acknowledges that Seller is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Property made or furnished by any real estate agent, broker, employee, or other person representing or purporting to represent Seller, including, without limitation, with respect to the physical condition, size, zoning, income potential, expenses or

operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof.

(c) Buyer, on behalf of itself and its successors and assigns, and their respective officers, directors, employees, members, managers, agents and representatives (collectively, "**Buyer Parties**"), expressly releases, renounces and waives any claims or causes of action it may have against Seller, its officers, agents and employees, under any existing or future theory of law (federal, state or local, or by common law), 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, based upon, arising out of or in any way connected with, directly or indirectly, the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of hazardous or toxic materials, substances, wastes or other environmentally regulated substances, or other contaminants or pollutants in, on, under or about the Property, and shall undertake and discharge all liabilities of the City arising from any structural, physical or environmental condition that existed on the Property prior to the Closing.

(d) This Section 8 shall survive the closing.

**Section 9. Seller Representations and Warranties.** Seller represents and warrants to Buyer as follow, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Seller is authorized by the Illinois Constitution and/or Illinois law to enter into this Agreement and consummate the transaction contemplated by this Agreement.

(b) There are no other contracts of sale or leases or, to Seller's actual knowledge, license agreements or other agreements granting any third parties the right to purchase, use or occupy the Property.

(c) After the Effective Date, Seller shall not enter into any new leases, license agreements or other contracts with respect to the Property that will survive the closing without the prior written consent of Buyer.

(d) To Seller's actual knowledge, there is no pending or threatened condemnation or eminent domain action or proceeding relating to the Property.

**Section 10. Buyer Representations and Warranties.** Buyer represents and warrants to Seller as follow, which representations and warranties shall be deemed to be remade as of the closing and shall survive the closing for a period of one (1) year:

(a) Buyer is an Illinois not-for-profit corporation duly organized, validly existing, and qualified to do business in the state of Illinois. Buyer has the right, power and authority to execute, deliver and perform this Agreement. The execution, delivery and performance by Buyer of its obligations under this Agreement has been duly authorized by all necessary corporate action, and does not violate Buyer's articles of incorporation or by-laws, as the same may be amended and supplemented, nor any applicable provision of law, nor does it constitute a material breach of, default under or require any consent under any agreement, instrument or document to which Buyer is now a party or by which it is now or may become bound.

(b) Buyer 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 Buyer in violation of Chapter 2-156-120 of the Municipal Code of Chicago (the "**Municipal Code**").

(c) All certifications and statements contained in the Economic Disclosure Statement and Affidavit submitted to the City by Buyer (and any legal entity holding an interest in Buyer) are true, accurate and complete as of the date of certification and the closing date. Buyer represents that it does not have any outstanding water bills, traffic or parking tickets, or other obligations to the City of Chicago.

**Section 11. Possession; Condition of Property at Closing.** Seller agrees to surrender possession of the Property at closing. If the Property is not materially in the same condition on the date of closing as it was on the Effective Date, ordinary wear and tear excepted, Buyer shall have as its sole remedy the right to receive a refund of all of the Earnest Money and Performance Deposit and terminate this Agreement; provided, however, Buyer shall first deliver written notice to Seller of the objectionable condition and allow Seller thirty (30) days (or such longer period as shall be reasonably necessary) to restore the Property to its prior condition. Notwithstanding anything to the contrary contained in this Agreement, Seller shall have no obligation in the event of casualty or other loss or destruction to restore the Property to its prior condition.

**Section 12. Title and Survey.**

(a) Buyer shall be solely responsible for and shall pay all costs associated with obtaining a title commitment for an owner's policy of title insurance (the "**Commitment**") for the Property issued by the Title Company (including all search, continuation and later-date fees), and obtaining title insurance, extended coverage or any other endorsements it deems necessary (the "**Title Policy**"). Buyer shall be responsible for obtaining any utility letters or other documents needed to obtain extended coverage. Buyer may also, at its expense, obtain a current survey of the Property within twenty (20) days after the Effective Date. Within five (5) business days after Buyer receives the survey and any new or updated title commitment (which Buyer may request from the Title Company at any time and from time to time in its sole discretion), Buyer shall furnish a copy of the same to Seller. Within thirty (30) days after the Effective Date, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect disclosed on the survey or the Commitment, and within five (5) business days after receipt of any updated title commitment, Buyer shall deliver notice to Seller of any objectionable title or survey matter or defect not previously disclosed on any earlier title commitment and disclosed on such updated title commitment (a "**Title Objection Notice**"). With respect to previously undisclosed exceptions identified on an updated title commitment issued less than thirty (30) days prior to the closing, the closing shall be extended for up to thirty (30) days as necessary to allow Buyer and Seller to exercise their rights and remedies provided in this subsection (a) and in subsection (b) below. Any objections to matters on the title commitment and survey not made within the time periods set forth herein shall be deemed to be waived by Buyer, and any exceptions not objected to by Buyer as provided above shall be permitted exceptions hereunder.

(b) No later than fifteen (15) days after receipt of a Title Objection Notice, Seller shall notify Buyer in writing as to which objections set forth in the Title Objection Notice Seller has elected to cure, if any. If Seller fails to deliver such a notice with respect to any objection, elects

not to cure any objection, or is unable to cure any objection in a manner satisfactory to Buyer prior to the closing date (each, an "**Uncured Objection**"), then Buyer may elect to either: (i) proceed to closing and take title "as is" without reduction of the Purchase Price, in which event any unacceptable conditions and exceptions shall be deemed permitted exceptions hereunder, or (ii) terminate this Agreement by notice to Seller. Further, if Seller notifies Buyer that Seller intends to attempt to cure the objections by the closing date but Seller fails to cure such objections by such date, then Buyer shall be entitled to exercise its option under subsection 12(b)(i) or (ii) above, provided that the option under subsection 12(b)(ii) above shall be exercised prior to or on the closing date (as may be extended pursuant to subsection (a) above). Upon any termination of this Agreement pursuant to this Section 12(b), all Earnest Money paid by Buyer shall be refunded to Buyer, and this Agreement shall be deemed null and void and of no further force or effect with Buyer and Seller having no further rights, obligations or liabilities hereunder except as otherwise set forth herein.

(c) This Section 12 shall survive closing.

### **Section 13. Due Diligence Investigation and Contingencies.**

(a) The obligation of Buyer to purchase the Property is conditioned upon Buyer being satisfied with the condition of the Property for the construction, development and operation of a facility for providing education services, including, for example, tutoring of refugee children.

(b) Buyer shall have until 5:00 pm Central Time on the sixtieth (60<sup>th</sup>) calendar day from and after the Effective Date (the "**Inspection Contingency Period**") to (i) inspect the physical and environmental condition of the Property, which may include, at Buyer's sole cost and expense, soil testing and such other physical evaluation as Buyer may deem necessary to determine the environmental condition of the Property, (ii) obtain a Phase II environmental site assessment ("**Phase II ESA**"), and any other tests or reports relating to the condition of the Property, and (iii) obtain an ALTA/NSPS survey of the Property by a licensed surveyor ("**Survey**"). Prior to performing any soil borings or any other invasive testing of the Property, Buyer must obtain the City's written approval.

(c) Buyer shall have until the expiration of the Inspection Contingency Period to conduct its due diligence inspections, investigations and analyses of the Property and of all information pertaining to the Property to determine whether the Property is acceptable to Buyer. If on or before the expiration of the Inspection Contingency Period, Buyer determines, in its sole discretion, that the physical or environmental condition of the Property is not suitable for Buyer's intended use, Buyer may, as its sole and exclusive right and remedy, terminate this Agreement by giving written notice of termination to the City on or before the expiration of the Inspection Contingency Period. If Buyer does not give such written notice of termination on or before the expiration of the Inspection Contingency Period, Buyer shall be deemed to have waived its right to terminate this Agreement pursuant to this Section 13 and this Agreement shall continue in full force and effect. If Buyer terminates this Agreement by giving written notice of termination to the City on or before the expiration of the Inspection Contingency Period, the Earnest Money and the Performance Deposit shall be returned to Buyer, all documents pertaining to the Property delivered or made available to Buyer by the City shall be returned to the City and, except as otherwise specifically provided, neither party shall have any further right, duty or obligation hereunder.

(d) The City shall grant to Buyer a right of entry to the Property for the sole purpose of allowing Buyer to conduct its due diligence. Prior to entry on the Property for due diligence purposes, Buyer shall provide prior written notice of at least two (2) business days to Robert McKenna in DPD. Pursuant to such right of entry granted by the City hereunder, Buyer and its representatives shall be permitted to enter upon the Property at any reasonable time and from time to time during the Inspection Contingency Period to perform and inspect the physical and environmental condition of the Property. Buyer shall not interfere with the City's use of the Property during any such inspection or in the performance of any testing and agrees that, at the City's election, a representative designated by the City may be assigned to accompany Buyer or its representatives during any such inspection or the conduct of any such testing at the Property or any part thereof.

(e) Prior to entering upon the Property, Buyer shall provide proof of insurance as required by **Exhibit B** attached hereto and made a part hereof.

(f) Buyer covenants and agrees to keep confidential and not disclose to any third party without the City's prior written consent any of the reports or any other documentation or information obtained by (or prepared for) Buyer which relates to the Property, all of which shall be used by Buyer and its agents solely in connection with the transactions contemplated by this Agreement, in each case other than (i) to lenders or potential lenders, employees, investors or potential investors, accountants, attorneys and other professionals and consultants on a need-to-know basis, (ii) to the extent Buyer is obligated by law, rule, regulation, court order or subpoena to make such disclosure or such disclosure is otherwise required in connection with litigation or other judicial proceeding, or (iii) to the extent such information is a matter of public record or is available in the public domain. Promptly after receipt of the written request of the City, Buyer shall deliver to the City a complete copy of any written studies, reports, tests results or similar documents relating to the Property prepared by or on behalf of Buyer or its agents.

(g) Buyer agrees to indemnify, defend and hold the City and its employees, Agents, officers and officials (individually, a "**City Party**," and collectively, the "**City Parties**") harmless from and against any and all Losses suffered or incurred by any of the City Parties as a result of or in connection with any entry upon the Property and any activities in connection with Buyer's inspection of the Property (including activities of any of Buyer's employees, consultants, contractors or other agents), including, without limitation, mechanics liens and damage to any portion of the Property and injury to persons or property resulting from such activities, in each case unless any of the same are caused by the sole gross negligence or sole willful misconduct of any City Party. If any part of the Property (including any improvements situated on the Property) is damaged, disturbed or altered in any way as a result of such entry or activities by Buyer or its employees, consultants, contractors or other agents, Buyer shall promptly restore such portion of the Property to its condition existing prior to such entry or the commencement of such activities. Buyer shall not cause or permit any mechanics' liens or other liens to be filed against the Property or any part thereof as a result of Buyer or its agents' inspections of the Property. The indemnifications provided hereby shall survive the closing and the expiration or any sooner termination of this Agreement.

(h) Buyer shall not be permitted to terminate this Agreement with respect to only a portion of the Property during the Inspection Contingency Period and any such election by Buyer to terminate this Agreement shall be deemed to be an election to terminate this Agreement in its entirety, unless otherwise expressly agreed to in writing by the City.

**Section 14. Environmental Remediation.** Buyer shall comply with the environmental remediation requirements set forth in **Exhibit C** attached hereto and made a part hereof.

**Section 15. Brokerage Commissions.** Seller and Buyer represent and warrant to each other that there are no real estate sales or brokerage commissions or like commissions that are or may be due in connection with this transaction. Each party shall indemnify, defend (with legal counsel reasonably acceptable to the other party) and hold harmless the other party for, from and against any claims by third parties made by or through the acts of such party, for real estate or brokerage commissions, or a finder's fee, in connection with the transactions provided herein, and all costs and expenses incurred by the other party in connection therewith including, but not limited to, reasonable attorneys' fees.

**Section 16. Non-Foreign Person.** Seller represents and warrants that it is not a foreign person as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and is therefore exempt from the withholding requirements of said Section 1445. At closing, if required by the Title Company to issue the Title Policy, Seller shall furnish to the Title Company at the closing a non-foreign certification in a form reasonably acceptable to the Title Company. Seller agrees to indemnify Buyer from any liability, loss, cost and expense, including reasonable attorney's fees and expenses, which result from any inaccuracy in representation and warranty set forth above or in the said non-foreign certification.

**Section 17. Days and Time.** Any reference in this Agreement to a "day" or "days" shall mean a calendar day or days, and not a business day or days, unless the provision expressly refers to a "business" day or day. In the event that a day or date or the last day of a period provided for or referred to in this Agreement shall fall on a Saturday, Sunday or legal holiday in the City of Chicago, then such day or date or the last day of such period shall be automatically extended to the next day which is not a Saturday, Sunday or legal holiday in the City of Chicago. If the term "business day" is used in this Agreement, such term means any day which is not a legal holiday in the City of Chicago.

**Section 18. Time of Essence.** Time is of the essence of this Agreement and of each and every provision hereof.

**Section 19. Notices.** All notices and other communications provided for in this Agreement ("**Notices**") shall be in writing. A Notice may be given by a party to this Agreement or by a party's attorney. The "**Notice Addresses**" of the parties for purposes of this Agreement are the respective addresses set forth on the signature page of this Agreement. A Notice to a party shall be effective when delivered during normal business hours to such party's Notice Address by any means, including, without limitation, personal delivery by the party giving the Notice, delivery by a commercial courier or delivery service or delivery by facsimile or other electronic transmission. If delivery of a Notice is refused, it shall be deemed to have been delivered at the time of such refusal of delivery. The party giving a Notice shall have the burden of establishing the fact and date of delivery or refusal of delivery of a Notice.

**Section 20. Entire Agreement; No Reliance.** This Agreement sets forth the entire agreement of the parties and supersedes all prior agreements and understandings of the parties. Each party acknowledges that it is executing this Agreement without relying on any statements, representations or warranties, either oral or written, that are not expressly set forth herein.

**Section 21. Assignability.** Buyer may not assign its rights under this Agreement without the consent of Seller, which consent may be given or withheld by Seller in its sole discretion.

**Section 22. Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 23. Modifications and Amendments.** This Agreement may be modified or amended only by a written instrument signed by the party sought to be bound by such modification or amendment.

**Section 24. Counterparts; Electronic Signatures.** This Agreement and any modification or amendment to this Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document. Receipt of an executed signature page to this Agreement or any modification or amendment of this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof.

**Section 25. Governing Law.** This Agreement shall be governed by the law of the State of Illinois.

**Section 26. City's Representatives Not Individually Liable.** No agent, official or employee of the City shall be personally liable to Buyer, or any successor in interest to Buyer, in the event of any default or breach by the City under the terms of this Agreement.

**Section 27. Conflict of Interest.** Buyer represents and warrants that no agent, official or employee of the City shall have any personal interest, direct or indirect, in Buyer, this Agreement, the Property or the Intended Use of the Property, 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.

**Section 28. Business Relationships.** Buyer acknowledges (a) receipt of a copy of Section 2-156-030 (b) of the Municipal Code, (b) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as described in Section 2-156-080 of the Municipal Code), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Buyer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

**Section 29. Patriot Act Certification.** Buyer represents and warrants that neither Buyer nor any Affiliate (as hereafter defined) thereof 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. An "Affiliate" shall be deemed to be a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Buyer, 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.

**Section 30. Prohibition on Certain Contributions (Executive Order No. 05-1).**

30.1 Buyer agrees that Buyer, any person or entity who directly or indirectly has an ownership or beneficial interest in Buyer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Buyer's contractors (i.e., any person or entity in direct contractual privity with Buyer 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 (Buyer and all the other preceding classes of persons and entities are together the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to her political fundraising committee (a) after execution of this Agreement by Buyer, (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 February 10, 2005, the effective date of Executive Order 2005-1.

30.2 Buyer represents and warrants that from the later of (a) February 10, 2005, or (b) the date the City approached Buyer, or the date Buyer 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 her political fundraising committee.

30.3 Buyer 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 her political fundraising committee.

30.4 Buyer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

30.5 Notwithstanding anything to the contrary contained herein, Buyer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this Section 34 or violation of Mayoral Executive Order No. 05-1 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.

30.6 If Buyer intentionally violates this provision or Mayoral Executive Order No. 05-1 prior to the closing, the City may elect to decline to close the transaction contemplated by this Agreement.

30.7 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 her political fundraising committee.

(b) **"Other Contract"** means any other agreement with the City to which Buyer 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 31. Failure to Maintain Eligibility to Do Business with the City.** Failure by Buyer or any controlling person (as defined in Section 1-23-010 of the Municipal Code) thereto 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. Buyer shall at all times comply with Section 2-154-020 of the Municipal Code.

**Section 32. 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. Buyer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code.

**Buyer:**

**FORGING OPPORTUNITIES FOR REFUGEES IN AMERICA, INC. NFP,**  
An Illinois not-for-profit corporation

**Seller:**

**CITY OF CHICAGO,**  
an Illinois municipal corporation

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

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

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

Date: \_\_\_\_\_

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

Maurice Cox  
Commissioner  
Department of Planning and Development

Date: \_\_\_\_\_

**Address:**

Forging Opportunities for Refugees in America, Inc. NFP  
6431 N. California Avenue, Chicago, IL 60645, Attn: Executive Director

**Address:**

City of Chicago  
Department of Planning and Development  
121 N. LaSalle Street, 10<sup>th</sup> Floor  
Chicago, IL 60602  
Attn: Commissioner

**[(Sub)Exhibit "A" referred to in this Real Estate Purchase and Sale Agreement with Forging Opportunities for Refugees in America, Inc. NFP constitutes Exhibit "A" to ordinance printed on page 51958 of this Journal.]**

**(Sub)Exhibits "B" and "C" referred to in this Real Estate Purchase and Sale Agreement with Forging Opportunities for Refugees in America, Inc. NFP read as follows:**

*(Sub)Exhibit "B".*

(To Real Estate Purchase And Sale Agreement With Forging  
Opportunities For Refugees In America, Inc. NFP)

*Right-Of-Entry Insurance.*

Buyer shall procure and maintain, or cause its contractors and subcontractors to procure and maintain, at Buyer's sole expense (or the expense of its contractors and subcontractors as applicable), the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering all work under the right-of-entry granted under Section 15 of this Agreement (the "Due Diligence Activities"), whether performed by or on behalf of Buyer. All insurance policies shall remain in effect until completion of the Due Diligence Activities.

(a) Workers' Compensation And Employer's Liability Insurance. Buyer and its contractors shall procure and maintain Workers' Compensation Insurance, as prescribed by applicable law, covering all employees who are to enter the Property under this Agreement, and Employer's Liability Insurance with limits of not less than \$500,000 each accident or illness.

(b) Commercial General Liability Insurance (Primary And Umbrella). Buyer and its contractors shall procure and maintain 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 shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the Due Diligence Activities.

(c) Automobile Liability Insurance (Primary And Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the Due Diligence Activities, Buyer and its contractors shall procure and maintain Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

(d) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with the Due Diligence Activities, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, noncontributory basis.

Buyer shall deliver, or cause its contractors and subcontractors to deliver, certificates of insurance to the City prior to commencing any Due Diligence Activities on the Property.

Buyer expressly understands and agrees that any coverage and limits furnished by Buyer shall in no way limit Buyer's liabilities and responsibilities set forth in this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from Buyer (or its contractors or subcontractors as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. Buyer shall advise all insurers of the insurance requirements set forth herein and the nature of its use of the Property.

Buyer agrees that insurers shall waive their rights of subrogation against the City. Buyer expressly understands and agrees that any coverages and limits furnished by it (or its contractors or subcontractors as applicable) shall in no way limit Buyer's liabilities and responsibilities specified in this Agreement or by law. Buyer expressly understands and agrees that its insurance (or that of its contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by Buyer (or its contractors or subcontractors as applicable) under this Agreement.

*(Sub)Exhibit "C".*

(To Real Estate Purchase And Sale Agreement With Forging  
Opportunities For Refugees In America, Inc. NFP)

*Environmental Remediation.*

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

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

"Environmental 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 USC § 11001, et seq.; the Toxic Substances Control Act, 15 USC § 2601, et seq.; the Hazardous Material Transportation Act, 49 USC § 1801, et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC § 6901, et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9601, et seq. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Occupational Safety and Health Act, 29 USC § 651, et seq.; the Federal Water Pollution Control Act, 33 USC § 1251, et seq.; the Clean Air Act, 42 USC § 7401, et seq.; the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq.; the Gasoline Storage Act, 430 ILCS 15/0.01, et seq.; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of

Greater Chicago ("MWRD"); the Municipal Code 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.

"Final NFR Letter" means (i) with respect to any portion of the Property to be used for residential, recreational or other open space purposes, a final comprehensive "No Further Remediation" letter from the IEPA approving the use of the applicable portion of the Property for the proposed residential Project or recreational or other open space areas, and (ii) for any portion of the Property to be used for commercial purposes, a final comprehensive "No Further Remediation" letter from the IEPA approving the use of the applicable portion of the Property for the proposed commercial Project. In either case, the Final NFR Letter may be reasonably conditioned upon use and maintenance of engineered barriers and other institutional or engineering controls acceptable to the IEPA.

"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.

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

"IEPA" means the Illinois Environmental Protection Agency.

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

"Losses" means any and all debts, liens, claims, causes of action, demands, complaints, legal or administrative proceedings, losses, damages, obligations, liabilities, judgments, amounts paid in settlement, arbitration or mediation awards, interest, fines, penalties, costs and expenses (including, without limitation, reasonable attorney's fees and expenses, consultants' fees and expenses and court costs).

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

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

"Remediation Objectives" means (i) with respect to any portion of the Property to be used for residential, recreational or other open space purposes, TACO Tier I remediation objectives for residential properties as set forth in 35 Ill. Adm. Code Part 742, and (ii) for any portion of the Property to be used for commercial purposes, TACO Tier I remediation objectives for commercial properties as set forth in 35 Ill. Adm. Code Part 742.

"Remediation Work" means all investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final No Further Remediation Letter for the Property in accordance with the terms and conditions of the Remedial Action Plan Approval Letter for the Property issued by the IEPA, the SRP Documents (as defined below), all requirements of the IEPA.

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

"TACO" means the Tiered Approach to Corrective Action Objectives codified at 35 Ill. Adm. Code Part 742, 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.

## 2. Testing And Remediation.

(a) Hazardous Building Material Survey: Buyer will conduct a Hazardous Building Material Survey of the Site prior to conducting any building rehabilitation or demolition work. The 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. 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 rehabilitation work.

Buyer will incorporate the results of the Hazardous Building Material Survey into rehabilitation documents and perform abatement and/or removal as part of the rehabilitation of the Site in accordance with all local, state, and federal regulations. A report documenting the completion of the abatement and/or removal shall be submitted to the City prior to occupancy. If removal activities are not deemed sufficient by AIS, Buyer shall continue work at their own expense.

(b) Buyer has previously provided the City Phase I Environmental Site Assessment ("Phase I ESA"), dated July 5, 2022, compliant with ASTM E-1527-13. Buyer shall cause its environmental consultant to provide the City a reliance letter naming the City for the Phase I ESA dated July 5, 2022. Buyer shall provide the City a new or an updated Phase I ESA conducted within 180 days prior to the conveyance of the Property, with a reliance letter naming the City.

(c) The Phase I ESA for the Property identified Recognized Environmental Conditions ("RECs"). Therefore, Buyer shall perform a Phase II Environmental Site Assessment ("Phase II ESA") to ascertain the presence of any environmental impacts that may be associated with the RECs. Upon the City of Chicago Department of Assets, Information and Services' (AIS) request, Buyer shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Property, including, without limitation, updating or expanding the Phase I ESA and performing initial or additional Phase II testing.

(d) Buyer shall cooperate and consult with the City at all relevant times (and in all cases upon the City's request) with respect to environmental matters. AIS shall have the right to review and approve the sufficiency of the Phase I and Phase II ESAs. The City must be named in a reliance letter for all environmental assessment reports produced concerning the Property.

(e) The City shall have the right to review and approve the scope of work prior to the Phase II ESA being conducted. The Phase II ESA must be approved by the City.

(f) If contamination is noted above residential remediation objectives as determined by Title 35 of the Illinois Administrative Code ("IAC") Part 742, then Buyer must enroll the Property (or any portion thereof) in the Illinois Environmental Protection Agency ("IEPA") Site Remediation Program ("SRP"), unless the City determines that it is not necessary to enroll the Property in the SRP. Any underground storage tanks ("USTs") identified must be removed and closed in accordance with applicable regulations including Title 41 of IAC Part 175 and any identified leaking USTs must be properly addressed in accordance with 35 IAC Part 734.

(g) If Buyer enrolls (or is required to enroll) the Property (or any portion thereof) in the SRP, Buyer 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.

(h) Upon receipt of the RAP Approval Letter for the Property, Buyer covenants and agrees to complete all Remediation Work necessary to obtain a Final Comprehensive residential Further Remediation ("NFR") Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including, without limitation, the SRP Documents, and any changes thereto, and Buyer's estimate of the cost to perform the Remediation Work. Buyer shall bear sole responsibility for all costs of the Remediation Work necessary to obtain the Final Comprehensive residential NFR Letter, and the costs of any other investigative and cleanup costs associated with the Property. Buyer 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. Buyer acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and Buyer has recorded with the Cook County Recorder of Deeds and the City has approved, a Final Comprehensive residential NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld. If Buyer fails to obtain the Final Comprehensive residential NFR Letter within six (6) months of the submission of the Remedial Action Completion Report to the IEPA, then the City shall have the right to record a notice of default of this RDA against the Property.

(i) Buyer must abide by the terms and conditions of the Final Comprehensive residential NFR Letter.

3. Release And Indemnification. Buyer, on behalf of itself and its officers, directors, employees, successors, assigns and anyone claiming by, through or under any of them, including, without limitation, each and every person, firm, corporation, limited liability company, trust or other entity owning, leasing, occupying, using or possessing any portion of the Property under or through Buyer following the date of the Deed (collectively, the "Buyer Parties"), hereby releases, relinquishes and forever discharges the City Parties, from and against any and all Losses which Buyer Parties ever had, now have, or hereafter may have, whether grounded in tort or contract or otherwise, in any and all courts or other forums, of whatever kind or nature, whether known or unknown, foreseen or unforeseen, now existing or occurring after the date of this Deed, based upon, arising out of or in any way connected with, directly or indirectly: (i) any environmental contamination, pollution or hazards associated with the Property or any improvements, facilities or operations located or formerly located thereon, including, without limitation, any release, emission, discharge, generation, transportation, treatment, storage or disposal of Hazardous Substances, or threatened release, emission or discharge of Hazardous Substances; (ii) the structural, physical or environmental condition of the Property, including, without limitation, the presence or suspected presence of Hazardous Substances 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 CERCLA; and (iv) any investigation, cleanup, monitoring, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party in connection or associated with the Property or any improvements, facilities or operations located or formerly located thereon (collectively, "Released Claims"). Buyer Parties waive their rights of contribution and subrogation against the City Parties.

4. Release Runs With The Property. The covenant of release set forth in Section 3 of this (Sub)Exhibit C shall run with the Property and shall be binding upon all successors and assigns of Buyer 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 Buyer following the date of the Deed. Buyer acknowledges and agrees that the foregoing covenant of release constitutes a material inducement to the City to convey the Property, and that, but for such release, the City would not have agreed to convey the Property to Buyer. It is expressly agreed and understood by and between Buyer and the City that, should any future obligation of Buyer or Buyer Parties arise or be alleged to arise in connection with any environmental, soil or other condition of the Property, neither Buyer nor any other Buyer Parties shall assert that those obligations must be satisfied in whole or in part by the City, because this covenant contains a full, complete and final release of all such claims.

5. Survival. The terms of this (Sub)Exhibit C shall survive the Closing or any earlier termination of this Agreement (regardless of the reason for such termination).

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AMENDMENT OF ESCROW AGREEMENT WITH NORTH AUSTIN COMMUNITY CENTER FOR EXCAVATION, TRANSPORTATION AND DISPOSAL OF CONTAMINATED WOOD CHIPS AT 1815 -- 1911 N. LARAMIE AVE.

[O2022-2482]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Housing and Real Estate, for which a virtual meeting was held on September 13, 2022, and to which was referred an ordinance from the Department of Planning and Development for the amendment of escrow with North Austin Community Center for excavation, transportation and disposal of contaminated wood chips at 1815 -- 1911 North Laramie Avenue (O2022-2482), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

WHEREAS, Pursuant to an ordinance ("Ordinance") adopted by the City Council on September 9, 2020, and published at pages 20155 through 20189 in the *Journal of the Proceedings of the City Council of the City of Chicago* for such date (the "*Journal*"), the City previously has: (i) acting through the Department of Planning and Development ("Department"), entered into an agreement for the purchase and remediation of land ("Remediation Agreement") with North Austin Community Center, an Illinois not-for-profit corporation ("Developer"); (ii) conveyed the real property commonly known as 1815 -- 1911 North Laramie Avenue, Chicago, Illinois (the "Property") to Developer pursuant to a quitclaim deed dated August 3, 2021, and recorded with the Office of the Recorder of Deeds of Cook County, Illinois, on August 19, 2021, as Document Number 2123119049; and (iii) entered into an escrow agreement ("Escrow Agreement") with Developer whereby an escrow account was established and the purchase price, in the amount of Two Million One Hundred Twenty-two Thousand Nine Hundred Dollars (\$2,122,900), was deposited in for the purpose of funding certain environmental remediation costs (the "Approved Project Costs") incurred by Developer, as set forth in (Sub)Exhibit 4 of the Escrow Agreement; and

WHEREAS, At the time the City and Developer executed the Escrow Agreement, the City and Developer did not include as an Approved Project Cost the cost for the excavation, transportation and disposal of the contaminated wood chips that were located on the Property at the time of the City's conveyance; and

WHEREAS, The City and Developer now desire to amend the list of Approved Project Costs in the Escrow Agreement to include the cost for the excavation, transportation and disposal of the contaminated wood chips that were located on the Property at the time of the City's conveyance, because had the City remained in title to the Property it would have been responsible for such excavation, transportation and disposal; now, therefore,

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

SECTION 1. The foregoing recitals are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department, or any successor department thereto ("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 an amendment to the Escrow Agreement for the purpose of amending the Approved Project Costs identified in (Sub)Exhibit 4 of the Escrow Agreement to include the excavation, transportation, and disposal of contaminated wood chips.

SECTION 3. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. All ordinances, resolutions, motions, or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

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

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LONG-TERM RIGHT-OF-ENTRY AGREEMENT WITH COMMONWEALTH EDISON  
AT FORMER SITE OF REPUBLIC STEEL AND LTV FOR INSTALLATION OF  
BARRIER SYSTEM AT E. 126<sup>TH</sup> PL. AND S. AVENUE O.

[O2022-2355]

The Committee on Housing and Real Estate submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Housing and Real Estate, for which a virtual meeting was held on September 13, 2022, and to which was referred an ordinance from the Department of Public Health for the long-term right-of-entry agreement with Commonwealth Edison at the former site of Republic Steel and LTV, located generally at East 126<sup>th</sup> Place and South Avenue O (O2022-2355), having the same under advisement, begs leave to report and recommend that Your Honorable Body Pass the proposed ordinance transmitted herewith.

This recommendation was passed by the same roll call as was used to determine quorum in committee.

Respectfully submitted,

(Signed) HARRY OSTERMAN,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 Department of Public Health (the "Commissioner") is hereby authorized to execute the agreement substantially in the form attached hereto as Exhibit A (the "Agreement"), and to execute any and all instruments and take such additional actions which the Commissioner determines to be necessary or desirable to implement the objectives of this ordinance and the terms of the Agreement.

SECTION 2. This ordinance shall be effective immediately upon its passage and approval.

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

*Exhibit "A".*  
(To Ordinance)

*Right-Of-Entry Agreement.*

This Right-of-Entry Agreement (this "Agreement") is made as of \_\_\_\_\_, 2022, by and between the City of Chicago, an Illinois municipal corporation (the "City"), acting by and through the Chicago Department of Public Health, and Commonwealth Edison Company (the "Grantor").

*Recitals.*

Whereas, Steel manufacturers, Republic Steel and LTV, disposed of steel-manufacturing waste, including steel-making slag and arc furnace dust for many years at a site located southwest of the East 126<sup>th</sup> Place and South Avenue O intersection, Chicago, Illinois ("Schroud Site"), which disposal, upon information and belief, occurred without any engineered controls or protections for human health or the environment, including containment, groundwater monitoring, or access controls (e.g., fencing); and

Whereas, Soil and waste at the Schroud Site and in nearby Indian Creek are contaminated with lead, chromium, and other inorganic compounds; and

Whereas, The City has received community requests to prevent trespassers from accessing the Schroud Site to reduce health risks from the Schroud Site; and

Whereas, The Grantor has fee ownership in certain parcels of property located near the southern boundary of the Schroud Site, among others, consisting of Property Index Numbers 26-30-415-005, 26-30-416-008, 26-31-204-010, 26-31-204-012, 26-31-204-015, 26-31-204-021, 26-31-204-024, 26-31-204-026 and 26-31-205-019 (the "Property"), and, pursuant to a title report prepared for U.S. EPA by Toeroek Associates, Inc., may have an interest in other parcels near the southern boundary of the Schroud Site, consisting of Property Index Numbers 26-31-204-013, 26-31-204-016, 26-31-204-017, 26-31-204-022, 26-31-204-023, 26-31-204-028, 26-31-204-032 (Q1), 26-31-204-035 (R1), 26-31-205-018 (the "Parcels"), each as shown on the map attached hereto as (Sub)Exhibit A; and

Whereas, The City has requested access to the Property and the Parcels solely as needed to: (i) install barriers along or near the southern boundary of the Schroud Site (as generally shown on (Sub)Exhibit A) to prevent unauthorized entry to the Schroud Site; and (ii) operate and maintain the barriers, as more specifically described on (Sub)Exhibit B-1 attached hereto, as amended or supplemented from time to time (the "City Work"), and the Grantor has agreed to grant such access, to the extent of its ownership or other property interest, on the terms and conditions set forth herein;

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

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 City and the Grantor.

2. Grant. Subject to the terms and conditions set forth herein, the Grantor hereby grants to the City a right-of-entry to the Property, and to the Parcels (to the extent of Grantor's ownership interest therein), for the sole purpose of allowing the City to perform the City Work. The right-of-entry granted hereunder extends to, and the City shall be responsible for, its agents, employees, contractors, subcontractors and consultants, and persons in their respective control, including, without limitation, Industrial Fence, Inc. and its subcontractors ("City Parties").

3. **Term.** The term of this Agreement (the "Term") shall begin on the last date on which this Agreement is executed by both the City and Grantor ("Effective Date"). The Term for construction and installation of the barriers shall end upon completion of the construction and installation of the barriers, not to exceed one hundred twenty (120) days from the Effective Date. The Term for operation and maintenance of the barriers shall continue for a period of three (3) years or until the Schroud Site is remediated and/or no longer presents a risk to public health, whichever is earlier, and may be extended by written agreement of the City and Grantor on request of either party. The City and the Grantor shall have the right to terminate this Agreement for any reason at any time without penalty by providing the other party with 30 business days' prior written notice.

4. **Cost.** The City shall be responsible for all costs and expenses associated with the City Work. The City acknowledges that the Grantor shall not assume any other costs for the City Work or for the City's access to the Property and the Parcels.

5. **Standards For Conducting City Work/Damage To Property And Parcels.** The City must keep the Property and the Parcels in a safe condition at all times. The City is responsible for all damage to the Property, or the Parcels caused by the City Parties, and conduct of the City Work shall be subject to the City's sole cost, risk, and expense. The City will require the City Parties to reasonably cooperate with the Grantor in scheduling and staging performance of the City Work and to conduct the same in a manner that does not unreasonably interfere with the Grantor's business operations at the Property or Parcels or with Grantor's access to the power transmission lines and towers at or near the Property or Parcels. The City acknowledges that the Grantor's need to access and maintain the power transmission lines and towers at/near the Property and Parcels will continue during the Term and the City shall make necessary accommodations with the barriers to ensure such access can continue.

6. **Use Of Consultants, Contractors.** The City has retained consultants and contractors, and/or will contract directly with third parties, to undertake the City Work on behalf of the City. The City shall ensure that all of its retained consultants and contractors must be bound by agreement with the City to comply at all times with the terms of this Agreement. Regardless of the use of any of the City's consultants and contractors, the City will remain responsible for the City Work being undertaken in compliance with this Agreement by the City's consultants and contractors.

7. **Compliance With Scope Of City Work.** The City may not undertake any activities on the Property and the Parcels except the City Work except with the prior, express, written consent of the Grantor.

8. **Compliance With Laws.** The City, at its sole expense, shall obtain all necessary permits and authority from governmental entities and agencies with jurisdiction with respect to any entry onto the Property and the Parcels or conduct of the City Work and upon request by the Grantor shall provide the Grantor with copies thereof. The City shall comply with all applicable laws and regulations with respect to any entry onto the Property and the Parcels or conduct of the City Work, including all laws relating to protection of human health and the environment.

9. Maintenance. The City acknowledges that the Grantor will not have any maintenance or any other responsibilities for the barriers or equipment on the Property and the Parcels relating to the City's Work.

10. Security. The City Parties shall secure equipment, vehicles, and materials on the Property and the Parcels that are utilized in connection with the City Work during the Term. The City acknowledges that the Grantor shall not have any security responsibilities for the Property and the Parcels with respect to the City's Work during the Term and shall not be responsible for any harm or damage to the barriers or equipment or otherwise relating to the City Work.

11. Acknowledgement. The City acknowledges that the Grantor does not make any warranty, express or implied as to the condition of the Property and the Parcels and that the Property and the Parcels are accepted by the City in an "as is" condition for the City Work; the City further acknowledges that the Grantor does not make any representation or warranty, express or implied, as to the ownership interest in the Parcels, and this grant of access to the Parcels and the Property is only provided to the extent of the Grantor's interest therein.

12. Completion. Upon completion of the City's Work to construct and install the barriers, the City shall remove all equipment, vehicles or materials placed on the Property and the Parcels by the City Parties and shall repair all damage to the Property and the Parcels caused by or resulting from the removal of such items therefrom, except that the barrier system and signage described in (Sub)Exhibit B-1 shall remain on the Property and the Parcels. Upon termination of this Agreement, the City shall remove all equipment, vehicles or materials placed on the Property and the Parcels by the City Parties, and shall repair all damage to the Property and the Parcels caused by or resulting from the City Work, including removal of the barrier system and signage described in (Sub)Exhibit B-1.

13. Insurance. The City is self-insured for worker's compensation and comprehensive general liability as it relates to the City Work at the Property and the Parcels. The City shall require any party hired by it to perform the City Work to maintain liability insurance in amounts and coverages reasonably acceptable to Grantor, naming Grantor as an additional insured. The City shall provide written evidence of such coverage prior to conducting Work on the Property and the Parcels.

14. Indemnification. Subject to allocation of adequate appropriations and other applicable legislative procedures, requirements, and approvals, the City shall indemnify, defend and hold the Grantor, and its officers, agents, and employees harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (the "Claims") to the extent incurred in connection with, arising out of or incident to any act or omission of the City Parties in their use of, access to, or work on the Property and

the Parcels, except with respect to Claims against the Grantor to the extent caused by the gross negligence or willful misconduct of the Grantor or its agents or employees. The foregoing indemnity is in addition to and does not preclude any indemnity, defense, or hold harmless obligation from any other City Party, and shall survive any termination of this Agreement.

15. Amendment. This Agreement may not be amended or modified without the written consent of the City and the Grantor hereto.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the City and the Grantor regarding the City Work and the City's right-of-entry to the Property and the Parcels. This Agreement supersedes any prior oral or written agreements with respect to the matters stated herein.

17. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

18. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

19. Grantor's Authority. To the extent Grantor has a property interest in the Property and the Parcels, the Grantor represents and warrants that it has the right, power, and authority to execute and deliver this Agreement and to perform its obligations hereunder; and that this Agreement shall be binding upon and enforceable against the Grantor in accordance with its terms.

In Witness Whereof, The City and the Grantor have executed this Agreement as of the Effective Date.

Commonwealth Edison Company:

City of Chicago:

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

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

[Name] \_\_\_\_\_

Commissioner of Public Health

[Title] \_\_\_\_\_

Commonwealth Edison Company

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form and Legality  
o/b/o City by:

By: \_\_\_\_\_  
Managing Deputy of Transactions  
and Deputy of AERC Division

[(Sub)Exhibits "A" and Group (Sub)Exhibit "B-2" referred to in this Right-of-Entry Agreement printed on pages 51986 through 51993 of this *Journal*.]

(Sub)Exhibit "B-1" referred to in this Right-of-Entry Agreement reads as follows:

*(Sub)Exhibit "B-1".*  
(To Right-Of-Entry Agreement)

*The City Work.*

The City's subcontractor, Industrial Fence, Inc. ("Industrial"), and Industrial's subcontractors will install a barrier system around the Property and the Parcels ("Barrier System"). The Barrier System will consist of a combination of jersey barriers and fencing as depicted in Group (Sub)Exhibit B-2, however razor wire will not be included, and the height of the fence will be 8 feet, 8 inches (2 feet, 8 inches wall and 6 feet chain link fence). The Barrier System will not be installed closer than 15 feet from any existing transmission tower on or near the Property or the Parcels.

Equipment that will be needed by Industrial and/or its subcontractors will include a flatbed semi-truck, service truck, crane truck and forklift.

The City will also install warning and/or no entry without permission signs on the Property and the Parcels.

Once mobilized it should take approximately 6 -- 8 weeks to complete installation of the Barrier System and signage.

The City shall operate and maintain the Barrier System.

(Sub)Exhibit "A".  
(To Right-Of-Entry Agreement)

Property And Parcels.

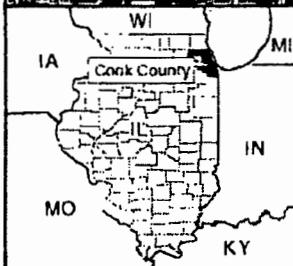
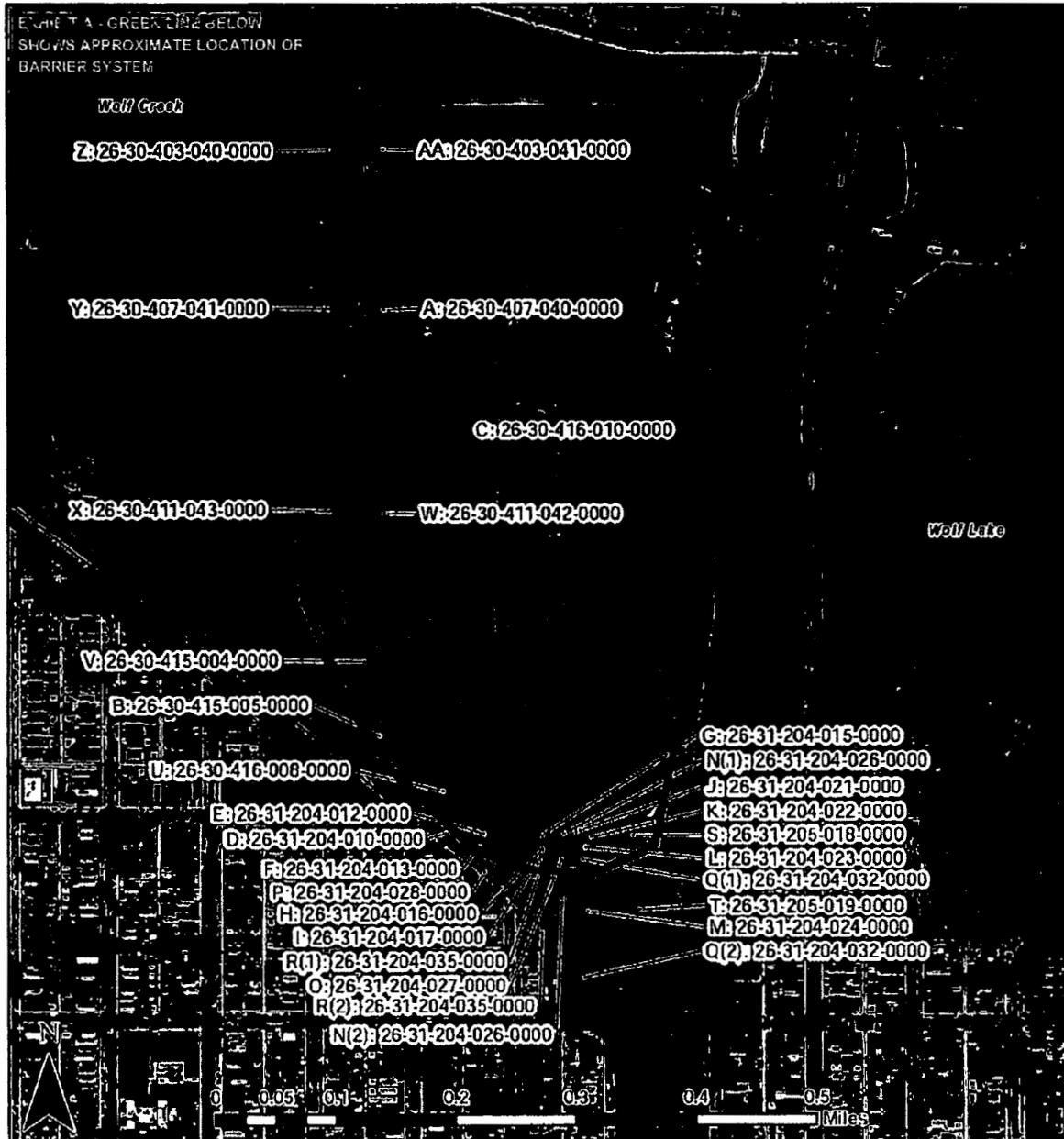


Figure 2 - Parcel Map  
Schroud Property Site  
Chicago, Cook County, Illinois

Legend

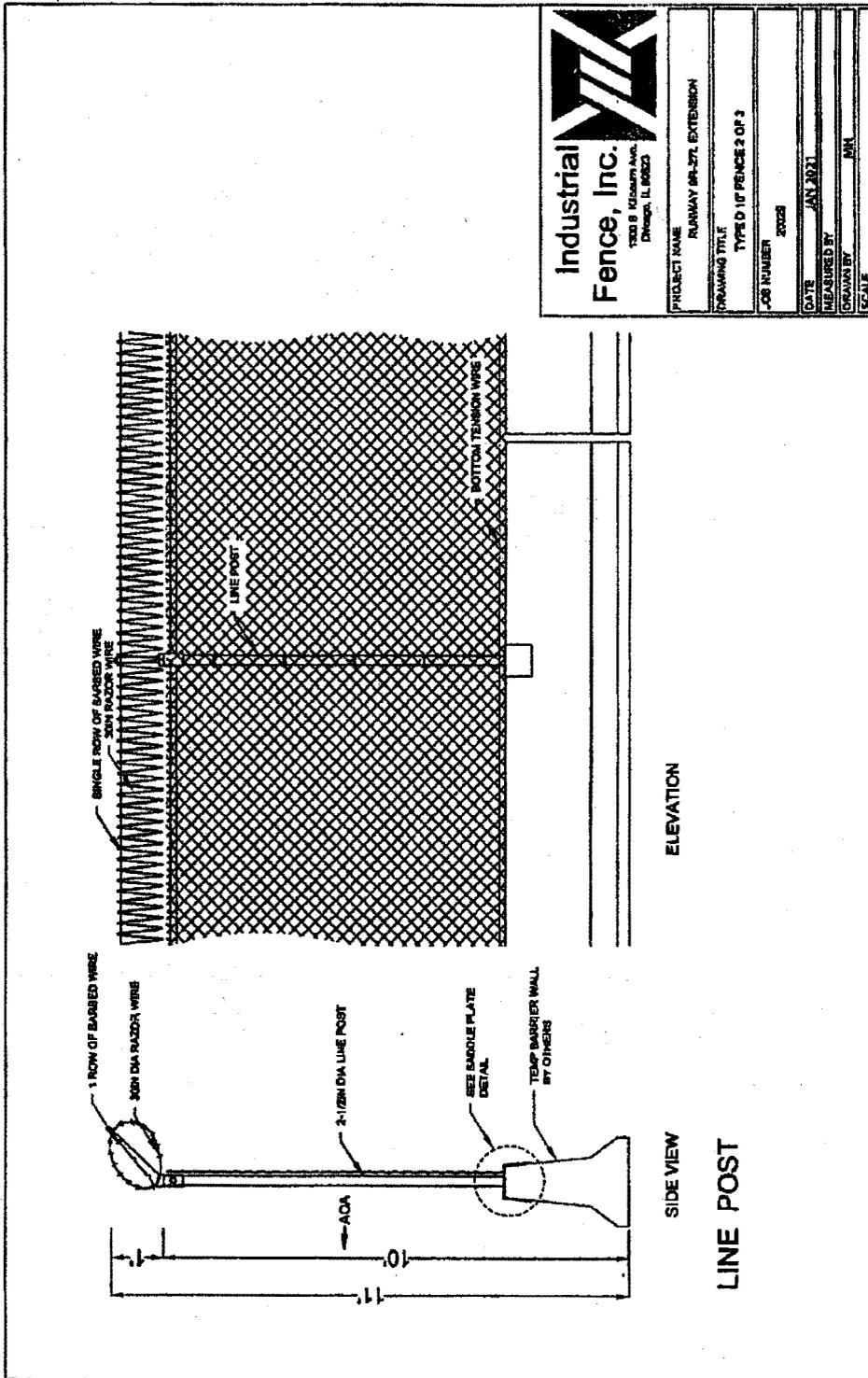
- Site Boundary
- Cook County Parcel
- Parcel of Interest
- Unassociated Parcel

Source: Aerial imagery (2019) from ESRI (esri.com). Parcel boundaries are derived from Cook County GIS. All boundaries are approximate from the provided CPR Side Map. Field boundaries should be considered approximate.



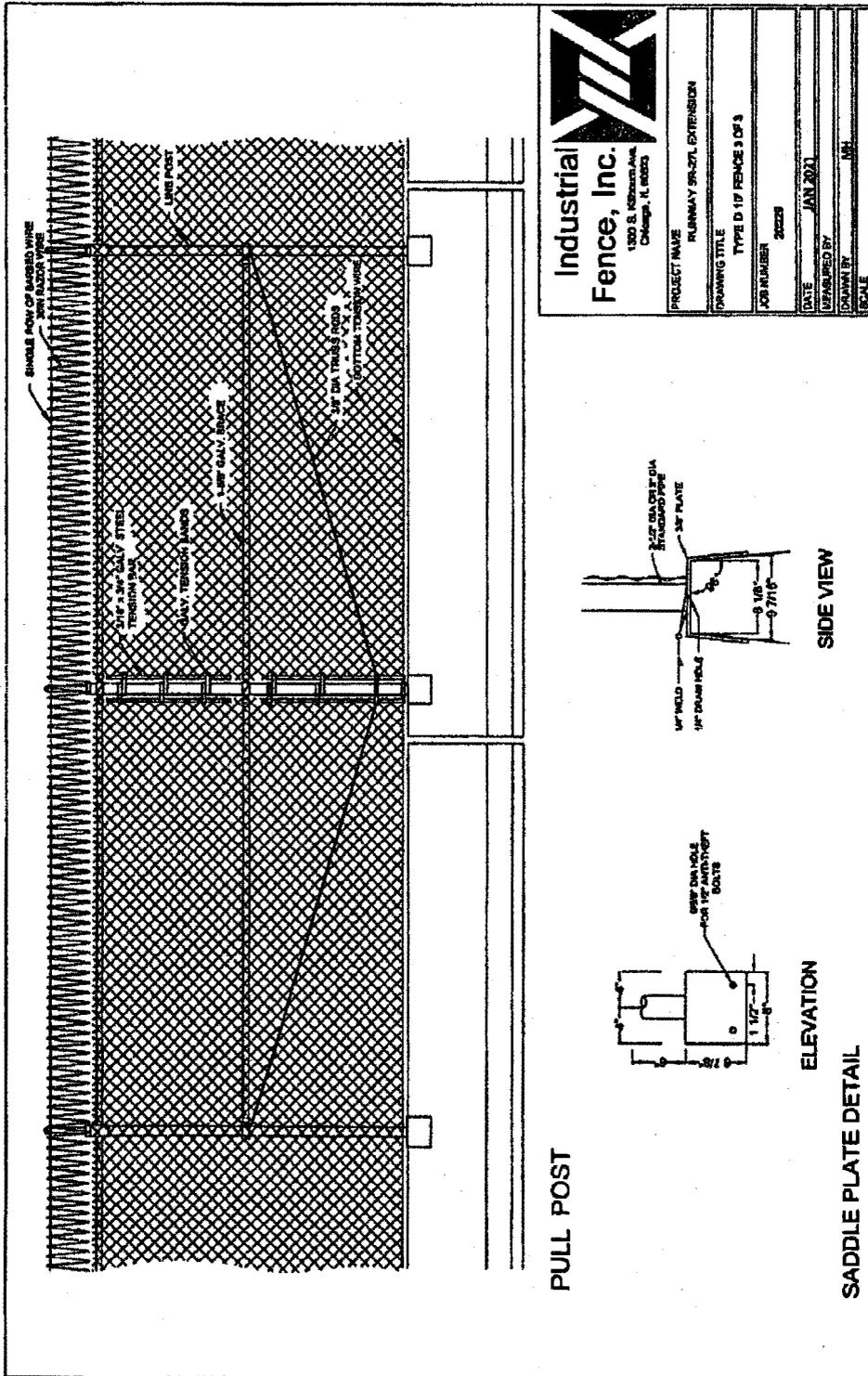
(Sub)Exhibit Group "B-2".  
(To Right-Of-Entry Agreement)

Fence Detail.  
(Page 2 of 3)



(Sub)Exhibit Group "B-2".  
(To Right-Of-Entry Agreement)

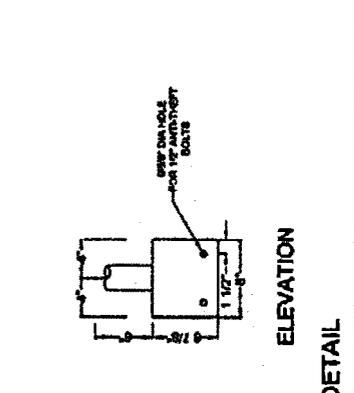
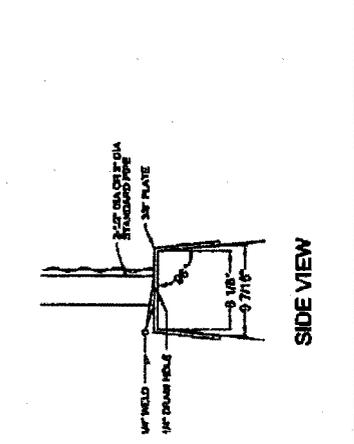
Fence Detail.  
(Page 3 of 3)



GROUP EXHIBIT B-2 - FENCE DETAIL

**Industrial Fence, Inc.**  
1320 S. KERRICK AVE  
CHICAGO, IL 60628

PROJECT NAME	RUNWAY SR-27L EXTENSION
DRAWING TITLE	TYPE D 1/1' FENCE 3 OF 3
JOB NUMBER	2022B
DATE	JAN 2021
DESIGNED BY	JMH
DRAWN BY	JMH
SCALE	



PULL POST

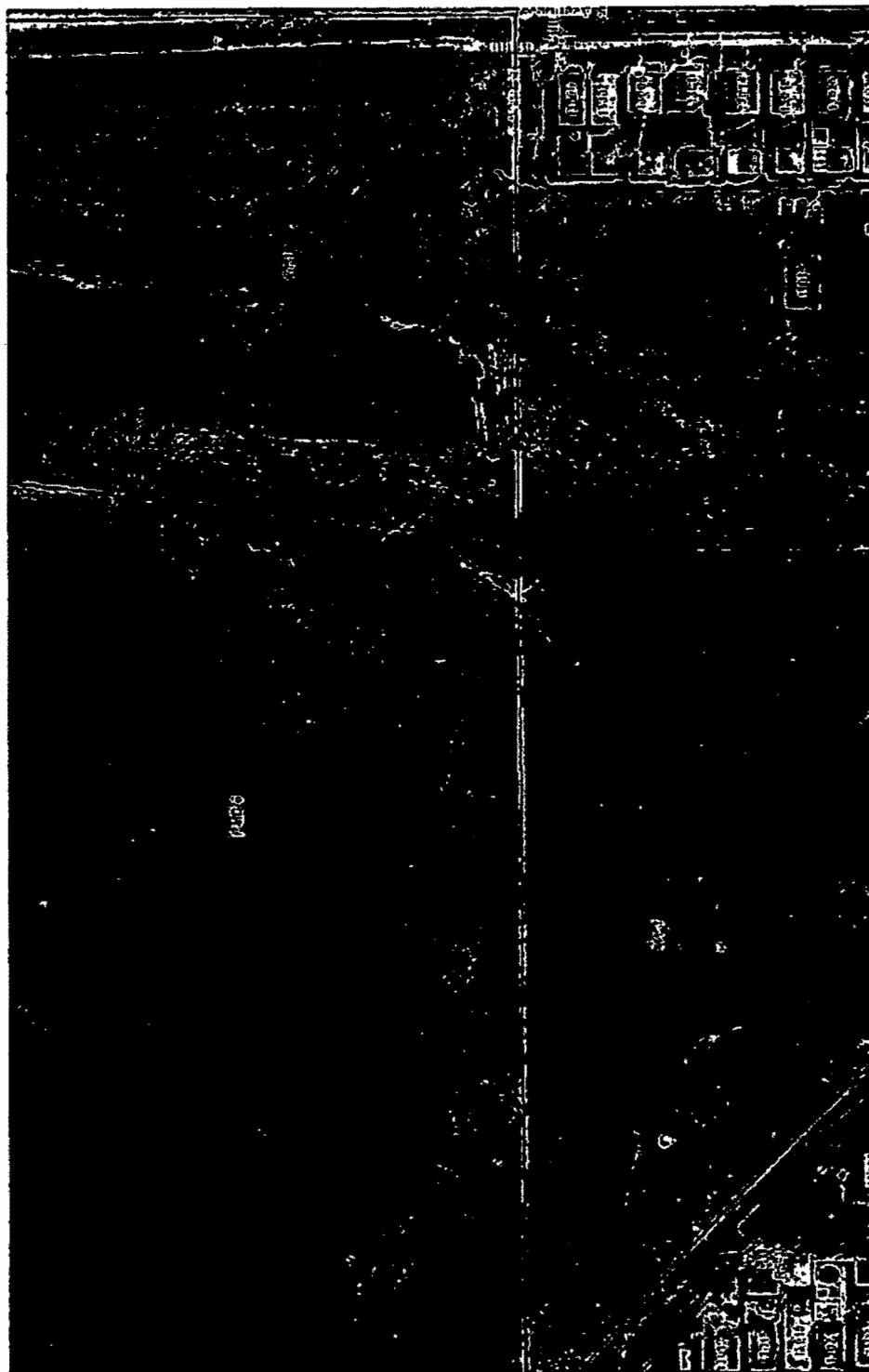
SADDLE PLATE DETAIL

(Sub)Exhibit Group "B-2".  
(To Right-Of-Entry Agreement)

*Eastside Barrier.*

**GROUP EXHIBIT B-2 - LOCATION OF BARRIER FOR EAST**

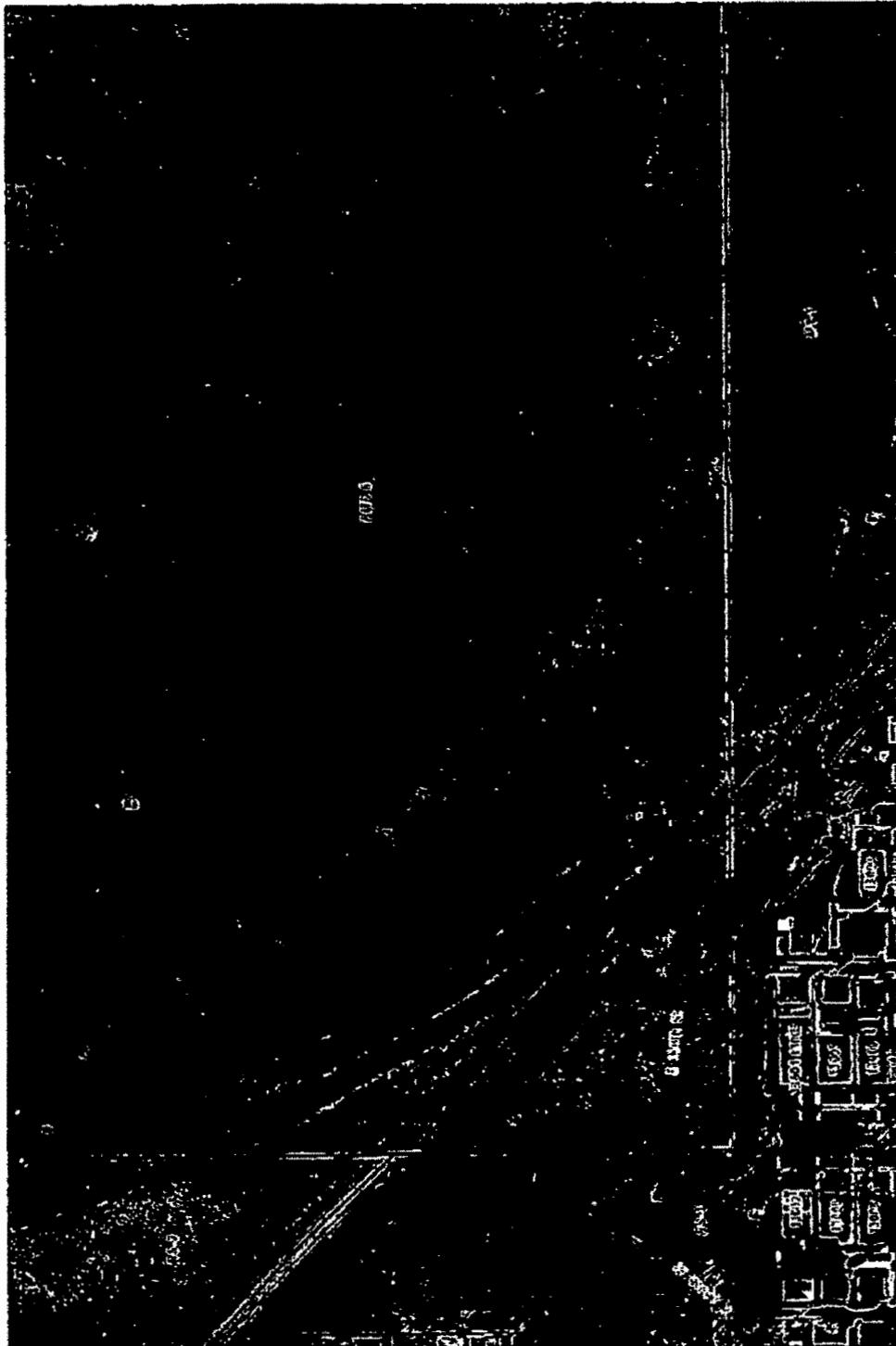
**SIDE**



(Sub)Exhibit Group "B-2".  
(To Right-Of-Entry Agreement)

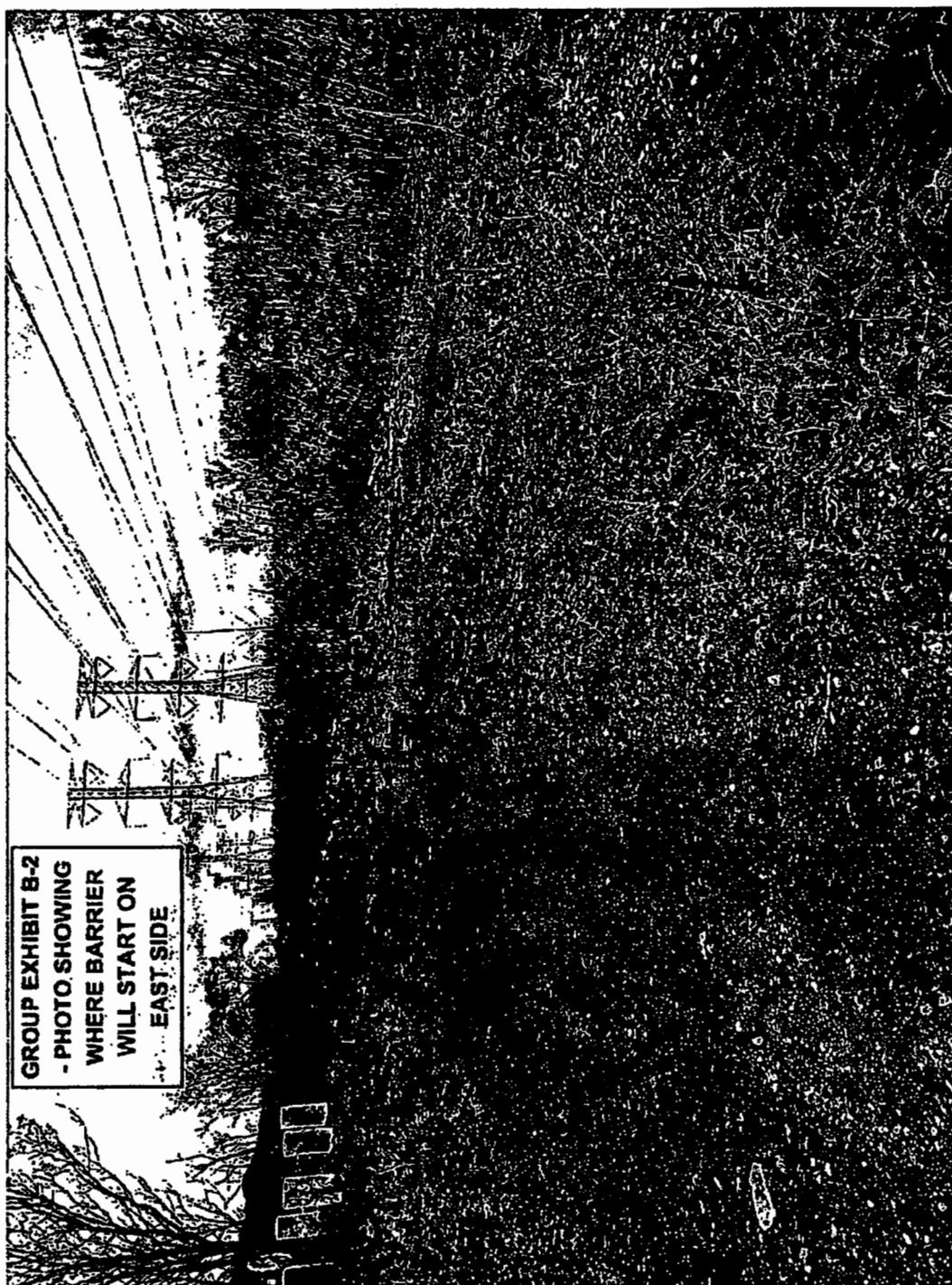
*Westside Barrier.*

**GROUP EXHIBIT B-2 - LOCATION OF BARRIER FOR  
WEST SIDE**



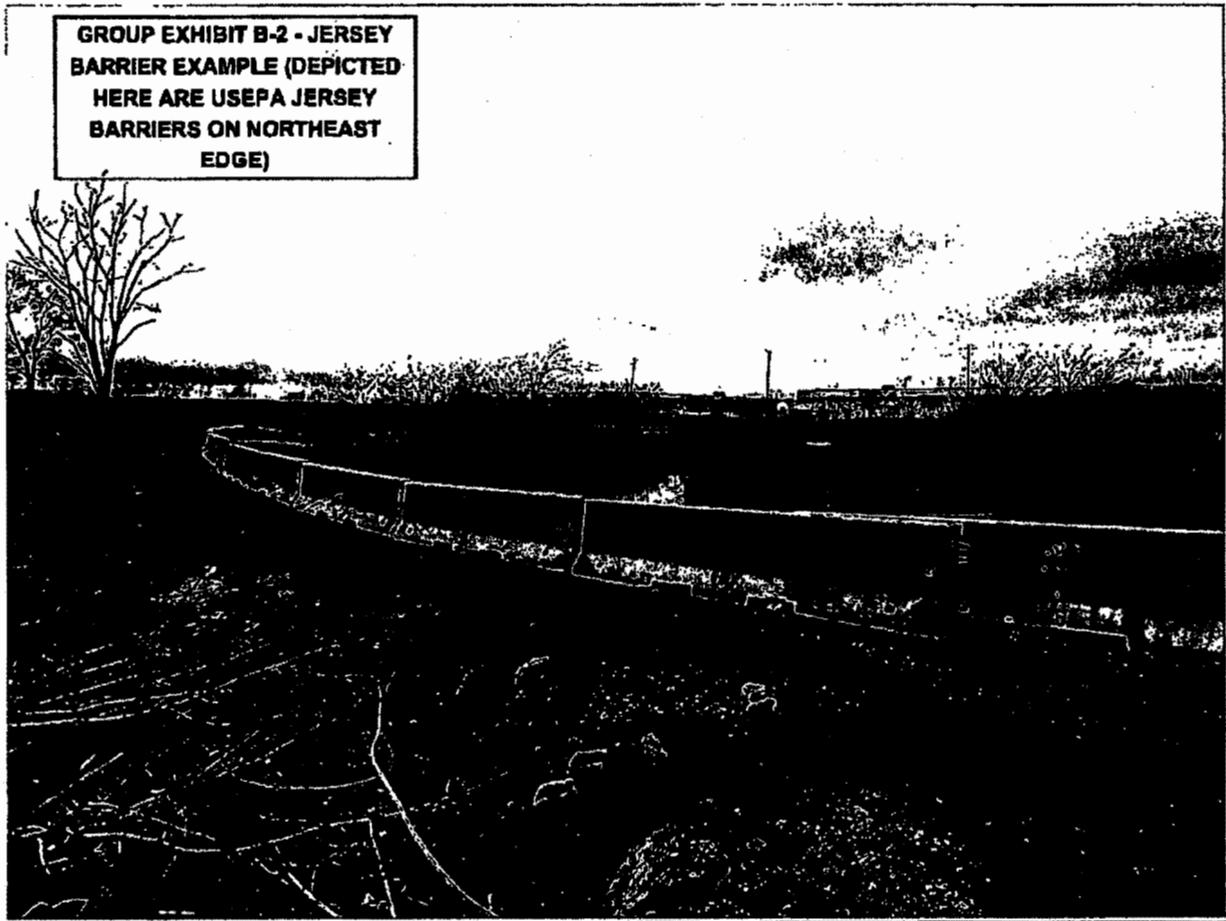
(Sub)Exhibit Group "B-2".  
(To Right-Of-Entry Agreement)

*Eastside Barrier Start.*



*(Sub)Exhibit Group "B-2".  
(To Right-Of-Entry Agreement)*

*Northeast Edge Barriers.*



**COMMITTEE ON LICENSE AND CONSUMER PROTECTION.**

AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 4-60-023 (21.130) TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. 87<sup>TH</sup> ST.

[SO2022-2438]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having under consideration a substitute ordinance introduced by Alderman Howard Brookins, Jr. (which was referred on July 20, 2022) to amend subsection 4-60-023 (21.130) of the Municipal Code of Chicago to allow the issuance of additional package goods licenses on a portion of West 87<sup>th</sup> Street, begs leave to recommend that Your Honorable Body *Pass* the proposed substitute ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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.)

~~(21.130) On 87<sup>th</sup> Street, from Halsted Street to Peoria Street.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-022 (35.84) AND 4-60-023 (35.84) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF N. MILWAUKEE AVE.

[O2022-2158]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Carlos Ramirez-Rosa (which was referred on July 20, 2022) to amend subsections 4-60-022 (35.84) and 4-60-023 (35.84) of the Municipal Code of Chicago to allow the issuance of additional alcoholic liquor and package goods licenses on a portion of North Milwaukee Avenue, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 4-60-022 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-022 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional license shall be issued for the sale of alcoholic liquor, for consumption on the premises within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(35.84) On North Milwaukee Avenue, from North Kimball Avenue to North Central Park Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. Section 4-60-023 of the Municipal Code of Chicago is hereby amended by deleting the language struck through, as follows:

4-60-023 Restrictions On Additional Licenses.

Subject to the provisions of subsection 4-60-021(c), no additional package goods license shall be issued for any premises located within the following areas:

(Omitted text is unaffected by this ordinance.)

~~(35.84) On North Milwaukee Avenue, from North Kimball Avenue to North Central Park Avenue.~~

(Omitted text is unaffected by this ordinance.)

SECTION 3. This ordinance shall be in force and effect upon passage and approval.

---

AMENDMENT OF SECTION 9-4-010 OF MUNICIPAL CODE BY MODIFYING  
REQUIREMENTS FOR ELECTRIC-POWERED PERSONAL DELIVERY DEVICES.  
[O2022-2365]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Lightfoot, Alderman Villegas and the Commissioner of Business Affairs and Consumer Protection (which was referred on July 20, 2022) to amend Section 9-4-010 of the Municipal Code of Chicago by modifying requirements for electric-powered personal delivery devices, begs leave to recommend that Your Honorable Body Pass the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 9-4-010 of the Municipal Code of Chicago is hereby amended by adding the language underscored, and by deleting the language struck through, as follows:

9-4-010 Definitions.

Whenever the following words and phrases are used in Chapter 9-4 through 9-103, they shall have the meanings respectively ascribed to them in this section:

(Omitted text is unaffected by this ordinance.)

"Low-speed electric mobility device" means a device which: (i) has no operable pedals; (ii) is no more than 26 inches wide; (iii) weighs less than 100 pounds; ~~and~~ (iv) is powered by an electric motor that is capable of propelling the device with or without human propulsion at a maximum speed of 15 miles per hour on a paved level surface; and (v) is intended for transporting one individual.

(Omitted text is unaffected by this ordinance.)

## SECTION 2. Personal delivery devices.

### (a) Definitions.

“Personal delivery device” means an electric-powered device that is intended to transport property primarily on areas normally designated for pedestrians.

“Personal delivery device operator” means an individual who, through electronic communication, controls, or who monitors and has the ability to control, the movement of a personal delivery device. A “personal delivery device operator” does not include an individual who requests the services of a personal delivery device.

### (b) Personal delivery devices on the public way shall operate only:

(1) after its personal delivery device operator has received a permit allowing their operation on the public way and within the geographic zones permitted by the Department of Business Affairs and Consumer Protection.

(2) on sidewalks and crosswalks.

(3) in a manner that does not

(A) endanger the health, safety, or welfare of any user of the public way.

(B) unreasonably interfere with the use of the public way by others.

### (c) Personal delivery devices shall

(1) obey all traffic control devices.

(2) yield the right-of-way to all other users of the public way.

(3) not transport hazardous materials in a quantity requiring placarding by a regulation issued under the Hazardous Material Transportation Act, 49 USC Section 5101, et seq.

## SECTION 3. Enforcement.

Violation of the requirements of Section 2 may result in impoundment of a personal delivery device from the public way and prosecution in a court or administrative adjudicative agency. Any permittee who violates this chapter or any rule promulgated

hereunder shall be subject to a fine of not less than \$500.00 and not more than \$10,000.00 for each such violation. Each day that any violation shall continue shall be deemed a separate and distinct offense.

SECTION 4.

- (a) Sections 1 and 2 of this ordinance shall take effect upon passage and approval.
- (b) Section 3 of this ordinance shall be in full force and effect 10 days following due passage and publication.
- (c) Sections 2 and 3 of this ordinance shall self-repeal on May 31, 2025.

---

AMENDMENT OF SECTION 9-48-045 OF MUNICIPAL CODE TO PROHIBIT  
OPERATION OF PEDICABS DURING CERTAIN HOURS WITHIN AREA BOUNDED  
BY E. OHIO ST., LAKE SHORE DR., LAKE MICHIGAN AND CHICAGO RIVER.  
[O2022-2475]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Brendan Reilly (which was referred on July 20, 2022) to amend the Municipal Code of Chicago regarding operation of pedicabs, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 9-48-045 of the Municipal Code of the City of Chicago is hereby amended by inserting the language underlined, as follows:

9-48-045 Restrictions On Operation Of Pedicabs.

(a) The City Council may from time to time define areas, in the interest of preserving public health and safety or avoiding traffic congestion, in which no pedicabs shall be operated. The City Clerk shall maintain for public inspection and copying a file of all ordinances defining such areas. In addition, any ordinance defining such areas shall be codified as an amendment to this section.

(Omitted text unaffected by this ordinance.)

(e) No pedicabs shall be operated between 6:00 P.M. and 9:00 A.M. on public ways under the jurisdiction of the City in the area bounded on the north by Ohio Street, on the west by Lake Shore Drive, on the east by Lake Michigan, and on the south by the Chicago River.

SECTION 2. This ordinance shall take effect 10 days after passage and publication.

AMENDMENT OF SECTION 9-112-600 OF MUNICIPAL CODE REGARDING FUEL SURCHARGES FOR TAXICABS.

[O2022-2373]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Mayor Lightfoot and the Commissioner of Business Affairs and Consumer Protection (which was referred on July 20, 2022) to amend Section 9-112-600 of the Municipal Code of Chicago regarding fuel surcharges for taxicabs, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Section 9-112-600 of the Municipal Code of Chicago is hereby amended by adding the language underscored, as follows:

9-112-600 Taxicab Rates Of Fare.

(Omitted text is unaffected by this ordinance.)

(j) (1) Licensees may charge compensation for service based on a flat prearranged fare (for purposes of this subsection, "flat rate") for transportation of passengers between two locations.

(2) Any licensee shall display the licensee's flat rate on such licensee's website and Internet-enabled application, or digital platform used by the licensee to connect drivers and passengers.

(3) Except as otherwise provided in Section 9-114-265, it is unlawful for a licensee to charge passengers a fare greater than the fare rate shown on the taximeter or the licensee's Internet-enabled application or digital platform.

(k) A fuel surcharge may be added by the chauffeur of a taxicab to every taxicab fare, as follows:

(1) Except as otherwise provided in item (4) of this subsection, if the price of gasoline equals or exceeds \$5.00 per gallon and the Commissioner issues a public vehicle industry notice authorizing fuel surcharge on the rates of fare, the chauffeur of a taxicab may add to the total taxicab fare that would otherwise apply a fuel surcharge as provided in Table 9-112-600. The total fare used to calculate the fuel surcharge shall be based upon the rates of fare listed in Section 9-112-0600(a), except for any additional passenger or vomit clean-up fees.

Table 9-112-600.

Fuel Surcharge By Total Fare.

<u>Total fare before applicable taxes or fees</u>	<u>Fuel surcharge</u>
<u>\$20.00 or less</u>	<u>\$1.00</u>

<u>Total fare before applicable taxes or fees</u>	<u>Fuel surcharge</u>
<u>\$20.01 to \$40.00</u>	<u>\$2.00</u>
<u>\$40.01 or more</u>	<u>\$3.00</u>

(2) If the price of gasoline falls below \$5.00 per gallon at any time after such public vehicle industry notice is issued under subsection (k)(1), the Commissioner is authorized to issue a public vehicle industry notice terminating the fuel surcharge. No taxicab chauffeur shall impose a fuel surcharge after the Commissioner has issued a public vehicle industry notice terminating the fuel surcharge.

(3) If a fuel surcharge is authorized by the Commissioner under subsection (k)(1) of this section, no taxicab chauffeur shall add such fuel surcharge to any rate of fare unless the relevant public vehicle industry notice authorizing the fuel surcharge, is posted in a prominent place within the taxicab. The Commissioner may, by rule, specify the location, size, and other features of the public vehicle industry notice required by this subsection (k)(3). After the Commissioner issues a public vehicle industry notice terminating the fuel surcharge, taxicab chauffeurs shall remove the public vehicle industry notice authorizing the fuel surcharge from the taxicab.

(4) It shall be unlawful for any person to add any fuel surcharge to any rate of fare in violation of this subsection (k). In addition to any other penalty provided by law, any person who violates this subsection (k) shall be fined not less than \$100.00 nor more than \$500.00 for each offense. Each improperly imposed fuel surcharge shall constitute a separate and distinct offense to which a separate fine shall apply.

(5) All public vehicle industry notice issued by the Commissioner under this subsection (k) shall be posted on the Department's website and may be made available by the Commissioner to taxicab chauffeurs and their affiliates using other appropriate means as determined by the Commissioner.

(6) As used in this subsection (k), "Price of gasoline" means the "month ago avg." regular gasoline price for the City of Chicago Statistical Area as published in AAA's Online Gas Prices Report.

SECTION 2. This ordinance shall be in full force and effect 10 days after its passage and publication.

RENEWAL OF DESIGNATION OF 28<sup>TH</sup>, 30<sup>TH</sup> AND 41<sup>ST</sup> PRECINCTS OF 13<sup>TH</sup> WARD AS RESTRICTED RESIDENTIAL ZONES TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2022-2436]

The Committee on License and Consumer Protection submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having under consideration an ordinance introduced by Alderman Marty Quinn (which was referred on July 20, 2022) renewing restricted residential zones pursuant to Chapter 4-17 of the Municipal Code, begs leave to recommend that Your Honorable Body *Pass* the proposed ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Respectfully submitted,

(Signed) EMMA MITTS,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

WHEREAS, Chapter 4-17 of the Municipal Code of Chicago ("the Code") authorizes the establishment of restricted residential zones ("RR Zones") pursuant to an opt-out process, which requires a petition to trigger an ordinance; and

WHEREAS, RR Zones, defined in Section 4-17-010 as precincts that are essentially ineligible for shared housing units or vacation rentals, have been established by ordinance in various precincts and wards across the City; and

WHEREAS, Section 4-17-040 of the Code provides, in relevant part, that: "An ordinance ... to establish a restricted residential zone shall: ... (d) be in effect for four years following the effective date of such ordinance ...; and (e) once in effect, be subject to renewal by ordinance at the expiration of the four-year period without the need for another supporting Petition."; and

WHEREAS, The RR Zones identified below have not been repealed pursuant to Section 4-17-050 and are thus currently in effect; and

WHEREAS, The City Council desires to enact an ordinance renewing the status of the RR Zone status for an additional four years; now, therefore,

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

SECTION 1. The ordinance establishing the RR Zone in the 41<sup>st</sup> Precinct of the 13<sup>th</sup> Ward (City Clerk Document Number O2018-7020), effective on November 7, 2018, and expiring on November 7, 2022, is hereby renewed for an additional four-year period expiring on November 7, 2026.

SECTION 2. The ordinance establishing the RR Zone in the 28<sup>th</sup> Precinct of the 13<sup>th</sup> Ward (City Clerk Document Number O2018-7738), effective on November 7, 2018, and expiring on November 7, 2022, is hereby renewed for an additional four-year period expiring on November 7, 2026.

SECTION 3. The ordinance establishing the RR Zone in the 30<sup>th</sup> Precinct of the 13<sup>th</sup> Ward (City Clerk Document Number O2018-7739), effective on November 7, 2018, and expiring on November 7, 2022, is hereby renewed for an additional four-year period expiring on November 7, 2026.

SECTION 4. This ordinance shall take full force and effect upon its passage and publication. Following due passage and publication of this ordinance, each section renewing a precinct prohibition shall be deemed effective to coincide with the date of expiration of that precinct's prohibition.

*Action Deferred* -- AMENDMENT OF CHAPTER 4-6 OF MUNICIPAL CODE BY REPEALING SECTION 4-6-230(g)(5) TO ALLOW BOOTING OF MOTOR VEHICLES ON PRIVATE PROPERTY.

[O2022-1217]

The Committee on License and Consumer Protection submitted the following report which was, on motion of Aldermen Reboyras and Mitts, *Deferred* and ordered published:

CHICAGO, September 21, 2022.

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

Your Committee on License and Consumer Protection, having had under consideration an ordinance introduced by Alderman Ariel Reboyras (which was referred on April 27, 2022) amending the Municipal Code of Chicago regarding regulation of booting of motor vehicles on private property (O2022-1217), begs leave to recommend that Your Honorable Body pass the ordinance which is transmitted herewith.

This recommendation was concurred in by the members of the License Committee on September 15, 2022.

Sincerely,

(Signed) EMMA MITTS,  
*Chairman.*

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

WHEREAS, Chicago's retail establishments and restaurants have endured great economic hardship over the previous year and a half due to the COVID-19 pandemic, with many businesses suffering dramatic reductions in customer traffic; and

WHEREAS, In addition to providing financial assistance to struggling businesses, the City of Chicago has modified many of its business regulations at little or no cost to the taxpayers, such as allowing year-round sidewalk cafes and expanded outdoor dining, to assist businesses in attracting more customers, which makes it easier for businesses to survive in these difficult economic times; and

WHEREAS, The City Council recently enacted the "Chi Biz Strong Initiative", a wide-ranging business relief package that provided much-needed financial assistance to thousands of businesses and cut red tape across numerous City processes, all in recognition of the fact that local businesses need help in order to succeed; and

WHEREAS, Safe and convenient off-street parking is an important amenity for many businesses, including restaurants, fast food establishments, convenience stores, laundromats, and the like, who depend for their success on customers who travel to their business in automobiles; and

WHEREAS, These businesses suffer great financial harm when their off-street parking lots are occupied by vehicles belonging to non-customers and other unauthorized users, depriving paying customers of the ability to park at their businesses and sending those customers elsewhere; and

WHEREAS, Because the financial viability of these businesses depends on maintaining the accessibility of their parking lots, many of them have availed themselves of parking management services which attach a "boot" to illegally parked vehicles; and

WHEREAS, Many businesses find the booting service far preferable to towing companies because the property owner is not required to monitor his or her parking lot and call a towing company, which may not arrive until after the illegally parked vehicle has left the premises; and

WHEREAS, The documented stories of a "Wild West" of rogue tow truck drivers, which prompted the City Council recently to license tow truck drivers, underscores why business owners are reluctant to engage in tow truck companies to patrol their lots; and

WHEREAS, The business owner and the surrounding community enjoy the additional benefit of having a uniformed employee of the parking management service on site who will call the police if they witness any illegal or suspicious activity on the premises or in the nearby area; and

WHEREAS, The owner of the illegally parked vehicle benefits as well by paying the fine to have the boot removed at the location where the trespass occurred and need not undergo the inconvenience and expense of identifying the towing company who removed their vehicle and traveling often at great distances to recover their vehicle and pay towing and storage fees; and

WHEREAS, To prevent unwary motorists from receiving a boot on their car, City ordinance requires parking management services to post signs conspicuously at the entrance to the parking lot and throughout the parking lot property advising motorists that parking is reserved for patrons visiting the business only and that by parking on the lot, non-customers consent to the immobilization of their vehicle with a boot; and

WHEREAS, Parking management services have operated booting services for local businesses in the City of Chicago for the last 21 years with no major incidents and, like towing companies, should have the option of offering this service to all Chicago wards; and

WHEREAS, Despite the clear benefit to retailers, restaurants and their customers, businesses in approximately one-third of the City of Chicago are unable to avail themselves of this parking management service to protect their parking lots from unauthorized users; and

WHEREAS, Expanding this service citywide will greatly assist struggling businesses, who are operating at a financial loss or with only thin profit margins, at no cost to the taxpayers; and

WHEREAS, Every 10 years, the City Council is legally required to redraw ward boundaries to ensure all wards are approximately equal in population; and

WHEREAS, Due to the remap process, many businesses that for years lawfully enjoyed this parking management benefit will no longer be able to do because they will be mapped into a ward that does not allow private booting; now, therefore,

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

SECTION 1. Section 4-6-230 of the Municipal Code of Chicago is hereby amended by deleting the text struck through, as follows:

4-6-230 Booting Of Motor Vehicles.

(Omitted text is unaffected by this ordinance.)

(g) Prohibited Acts. It shall be unlawful for any licensee engaged in the business of booting to:

(Omitted text is unaffected by this ordinance.)

~~(5) engage in booting operations at any location that is outside the 2<sup>nd</sup> Ward, 6<sup>th</sup> Ward, 10<sup>th</sup> Ward, 11<sup>th</sup> Ward, 12<sup>th</sup> Ward, 15<sup>th</sup> Ward, 16<sup>th</sup> Ward, 21<sup>st</sup> Ward, 22<sup>nd</sup> Ward, 23<sup>rd</sup> Ward, 24<sup>th</sup> Ward, 25<sup>th</sup> Ward, 26<sup>th</sup> Ward, 27<sup>th</sup> Ward, 28<sup>th</sup> Ward, 29<sup>th</sup> Ward, 30<sup>th</sup> Ward, 31<sup>st</sup> Ward, 32<sup>nd</sup> Ward, 33<sup>rd</sup> Ward, 34<sup>th</sup> Ward, 35<sup>th</sup> Ward, 36<sup>th</sup> Ward, 37<sup>th</sup> Ward, 38<sup>th</sup> Ward, 40<sup>th</sup> Ward, 42<sup>nd</sup> Ward, 43<sup>rd</sup> Ward, 44<sup>th</sup> Ward, 45<sup>th</sup> Ward, 46<sup>th</sup> Ward, 47<sup>th</sup> Ward, 48<sup>th</sup> Ward, or 49<sup>th</sup> Ward, all bounded as provided in Article III of Chapter 2-8 of the Code.~~

(Omitted text is unaffected by this ordinance.)

SECTION 2. This ordinance shall be in full force and effect following due passage and publication.

**COMMITTEE ON PEDESTRIAN AND TRAFFIC SAFETY.****ESTABLISHMENT AND AMENDMENT OF LOADING/STANDING ZONES.  
[SO2022-2797]**

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 21, 2022.

*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 loading zones/standing 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) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 160 of the Municipal Code of Chicago, the following locations are hereby designated as loading/standing zones for the distances specified, during the hours indicated:

Ward	Location
27	349 North Morgan Street -- no parking loading zone -- 6:00 A.M. to 6:00 P.M. -- all days; [O2021-3693]
28	West Bowler Street (south side) east side from South Leavitt Street to the first alley east thereof -- 15-minute standing zone -- no parking/tow-away zone (except with flashing lights); [O2022-2531]
45	North Milwaukee Avenue (east side) from a point 25 feet north of West Foster Avenue to a point 30 feet north thereof -- 15-minute standing zone, use flashing lights -- tow-away zone -- 7:00 A.M. to 11:00 P.M. -- all days (private benefit) (22-01487149); [O2022-2334]
47	1757 West Wilson Avenue -- loading zone -- 10:00 A.M to 5:00 P.M. -- Monday through Friday; [O2022-2279]
47	2033 West Montrose Avenue (south side) -- standing zone -- 8:00 A.M. to 4:30 P.M. -- school days (public property). [O2022-2278]

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)

[SO2022-2796]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances to establish and/or amend parking restrictions at all times, except for disabled parking 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) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 ways, as indicated:

*Establishment Of Disabled Permit Parking:*

Ward	Location And Permit Number
1	1813 West Ellen Street -- Disabled Parking Permit Number 128985; [O2022-2075]
1	1538 North Leavitt Street -- Disabled Parking Permit Number 128851; [O2022-2119]
1	1236 West Huron Street -- Disabled Parking Permit Number 119627; [O2022-2523]
1	1901 North Richmond Street -- Disabled Parking Permit Number 129482; [O2022-2525]
1	1922 North Richmond Street -- Disabled Parking Permit Number 129546; [O2022-2526]
2	2058 West Augusta Boulevard -- Disabled Parking Permit Number 128841; [O2022-2174]
3	4317 South Vincennes Avenue -- Disabled Parking Permit Number 128121; [O2022-2118]
4	4800 South Lake Park Avenue (signs to be placed at 4821 South Dorchester Avenue) -- Disabled Parking Permit Number 111541; [O2022-2257]
5	5318 South Blackstone Avenue -- Disabled Parking Permit Number 128431; [O2022-2173]
5	6624 South Minerva Avenue -- Disabled Parking Permit Number 128183; [O2022-2206]
6	6514 South Peoria Street -- Disabled Parking Permit Number 128621; [O2022-2090]

Ward	Location And Permit Number
6	7116 South Vernon Avenue -- Disabled Parking Permit Number 128295; [O2022-2117]
6	7309 South Dr. Martin Luther King, Jr. Drive -- Disabled Parking Permit Number 118404; [O2022-2150]
6	7205 South St. Lawrence Avenue -- Disabled Parking Permit Number 123187; [O2022-2163]
6	7619 South Rhodes Avenue -- Disabled Parking Permit Number 128735; [O2022-2164]
6	7532 South Vernon Avenue -- Disabled Parking Permit Number 128637; [O2022-2165]
6	924 West 71 <sup>st</sup> Street -- Disabled Parking Permit Number 128771; [O2022-2167]
6	7417 South Emerald Avenue -- Disabled Parking Permit Number 125339; [O2022-2169]
6	47 East Marquette Road -- Disabled Parking Permit Number 128161; [O2022-2184]
6	7603 South Langley Avenue -- Disabled Parking Permit Number 118408; [O2022-2194]
6	7141 South St. Lawrence Avenue -- Disabled Parking Permit Number 128460; [O2022-2270]
6	7247 South Rhodes Avenue -- Disabled Parking Permit Number 128517; [O2022-2271]
7	8206 South Muskegon Avenue -- Disabled Parking Permit Number 128294; [O2022-2131]
7	7406 South Paxton Avenue -- Disabled Parking Permit Number 117892; [O2022-2132]
7	2921 East 78 <sup>th</sup> Street -- Disabled Parking Permit Number 128772; [O2022-2166]

Ward	Location And Permit Number
7	7649 South Yates Boulevard -- Disabled Parking Permit Number 128406; [O2022-2193]
8	9211 South Drexel Avenue -- Disabled Parking Permit Number 128062; [O2022-2024]
8	8022 South Drexel Avenue -- Disabled Parking Permit Number 128749; [O2022-2025]
8	608 East 92 <sup>nd</sup> Street -- Disabled Parking Permit Number 128716; [O2022-2026]
8	7723 South Cregier Avenue -- Disabled Parking Permit Number 128440; [O2022-2027]
8	8601 South Jeffery Boulevard -- Disabled Parking Permit Number 127990; [O2022-2028]
8	1616 East 93 <sup>rd</sup> Street -- Disabled Parking Permit Number 128903; [O2022-2043]
8	8049 South Avalon Avenue -- Disabled Parking Permit Number 128420; [O2022-2128]
8	1116 East 83 <sup>rd</sup> Street -- Disabled Parking Permit Number 128533; [O2022-2129]
8	8059 South Dobson Avenue -- Disabled Parking Permit Number 128200; [O2022-2259]
9	12646 South Stewart Avenue -- Disabled Parking Permit Number 127789; [O2022-2114]
9	10554 South Prairie Avenue -- Disabled Parking Permit Number 124344; [O2022-2115]
9	10021 South LaSalle Street -- Disabled Parking Permit Number 125706; [O2022-2116]
9	12051 South Perry Avenue -- Disabled Parking Permit Number 128776; [O2022-2146]
9	10547 South Eberhart Avenue -- Disabled Parking Permit Number 128499; [O2022-2147]

Ward	Location And Permit Number
9	9935 South Yale Avenue -- Disabled Parking Permit Number 128419; [O2022-2148]
9	10604 South Forest Avenue -- Disabled Parking Permit Number 128434; [O2022-2192]
9	9748 South Dr. Martin Luther King, Jr. Drive -- Disabled Parking Permit Number 128483; [O2022-2205]
9	10120 South Yale Avenue -- Disabled Parking Permit Number 127772; [O2022-2249]
9	561 East 105 <sup>th</sup> Place -- Disabled Parking Permit Number 128653; [O2022-2357]
10	11234 South Avenue M -- Disabled Parking Permit Number 128139; [O2022-2082]
11	3424 South Wallace Street -- Disabled Parking Permit Number 128641; [O2022-2113]
11	729 West 17 <sup>th</sup> Place -- Disabled Parking Permit Number 128836; [O2022-2126]
11	4552 South Wallace Street -- Disabled Parking Permit Number 128839; [O2022-2127]
11	470 West 28 <sup>th</sup> Street -- Disabled Parking Permit Number 128467; [O2022-2191]
11	2929 South Farrell Street -- Disabled Parking Permit Number 128490; [O2022-2268]
11	738 West 48 <sup>th</sup> Place -- Disabled Parking Permit Number 128850; [O2022-2269]
11	1145 West 25 <sup>th</sup> Street -- Disabled Parking Permit Number 129123; [O2022-2358]
12	1616 West 34 <sup>th</sup> Street -- Disabled Parking Permit Number 124885; [O2022-2183]

Ward	Location And Permit Number
12	3839 South Honore Street -- Disabled Parking Permit Number 128815; [O2022-2190]
12	3136 West 39 <sup>th</sup> Place -- Disabled Parking Permit Number 129112; [O2022-2255]
13	6838 South Keeler Avenue -- Disabled Parking Permit Number 129011; [O2022-2267]
13	6129 South Kildare Avenue -- Disabled Parking Permit Number 129688; [O2022-2363]
13	5516 West 64 <sup>th</sup> Street -- Disabled Parking Permit Number 129682; [O2022-2364]
13	5725 South Oak Park Avenue -- Disabled Parking Permit Number 129685; [O2022-2366]
13	6727 South Kolin Avenue -- Disabled Parking Permit Number 129687; [O2022-2367]
13	6134 South Austin Avenue -- Disabled Parking Permit Number 129684; [O2022-2368]
13	5717 South Newcastle Avenue -- Disabled Parking Permit Number 129781; [O2022-2369]
13	6155 South Kilbourn Avenue -- Disabled Parking Permit Number 129755; [O2022-2370]
13	7126 South Ridgeway Avenue -- Disabled Parking Permit Number 129527; [O2022-2371]
13	6459 South Long Avenue -- Disabled Parking Permit Number 129779; [O2022-2372]
14	5209 South Artesian Avenue -- Disabled Parking Permit Number 127922; [O2022-2112]
14	5138 South Troy Street -- Disabled Parking Permit Number 129083; [O2022-2120]
14	5238 South Christiana Avenue -- Disabled Parking Permit Number 128690; [O2022-2275]

Ward	Location And Permit Number
14	5616 South Trumbull Avenue -- Disabled Parking Permit Number 104593; [O2022-2291]
14	5223 South Washtenaw Avenue -- Disabled Parking Permit Number 128958; [O2022-2509]
14	5208 South Mulligan Avenue -- Disabled Parking Permit Number 128959; [O2022-2511]
15	4438 South Artesian Avenue -- Disabled Parking Permit Number 129366; [O2022-1798]
15	4612 South Paulina Street -- Disabled Parking Permit Number 111212; [O2022-2084]
16	6841 South Aberdeen Street -- Disabled Parking Permit Number 128162; [O2022-2125]
17	6454 South Washtenaw Avenue -- Disabled Parking Permit Number 128607; [O2022-2086]
17	7629 South Marshfield Avenue -- Disabled Parking Permit Number 126572; [O2022-2111]
17	2138 West 73 <sup>rd</sup> Street -- Disabled Parking Permit Number 128589; [O2022-2124]
17	8011 South Wentworth Avenue -- Disabled Parking Permit Number 127909; [O2022-2145]
17	6510 South Troy Street -- Disabled Parking Permit Number 128673; [O2022-2189]
18	8342 South Hamilton Avenue -- Disabled Parking Permit Number 128874; [O2022-2072]
18	3821 West 86 <sup>th</sup> Place -- Disabled Parking Permit Number 127925; [O2022-2108]
18	8238 South Francisco Avenue -- Disabled Parking Permit Number 121133; [O2022-2109]
18	3542 West 75 <sup>th</sup> Place -- Disabled Parking Permit Number 126049; [O2022-2110]

Ward	Location And Permit Number
18	2619 West 83 <sup>rd</sup> Street -- Disabled Parking Permit Number 127110; [O2022-2144]
18	7805 South Hoyne Avenue -- Disabled Parking Permit Number 128582; [O2022-2188]
18	3446 West 84 <sup>th</sup> Street -- Disabled Parking Permit Number 121189; [O2022-2202]
18	4634 West 87 <sup>th</sup> Street (signs to be posted at 8658 South Knox Avenue) -- Disabled Parking Permit Number 127926; [O2022-2203]
18	7210 South Francisco Avenue -- Disabled Parking Permit Number 12684; [O2022-2300]
18	7955 South Kolin Avenue -- Disabled Parking Permit Number 128350; [O2022-2301]
18	7158 South Fairfield Avenue -- Disabled Parking Permit Number 129153; [O2022-2302]
19	11125 South Christiana Avenue -- Disabled Parking Permit Number 129469; [O2022-2106]
19	11154 South Esmond Street -- Disabled Parking Permit Number 128033; [O2022-2107]
20	6733 South Prairie Avenue -- Disabled Parking Permit Number 127992; [O2022-2105]
20	6509 South Minerva Avenue -- Disabled Parking Permit Number 128605; [O2022-2142]
20	6131 South Rhodes Avenue -- Disabled Parking Permit Number 128603; [O2022-2143]
20	5322 South Bishop Street -- Disabled Parking Permit Number 128580; [O2022-2187]
20	6448 South Vernon Avenue -- Disabled Parking Permit Number 128512; [O2022-2198]

Ward	Location And Permit Number
20	6641 South Michigan Avenue -- Disabled Parking Permit Number 128584; [O2022-2201]
20	817 West 51 <sup>st</sup> Place -- Disabled Parking Permit Number 125787; [O2022-2510]
21	8547 South Loomis Boulevard -- Disabled Parking Permit Number 128021; [O2022-2070]
21	8237 South Aberdeen Street -- Disabled Parking Permit Number 124192; [O2022-2071]
21	8055 South Peoria Street -- Disabled Parking Permit Number 128039; [O2022-2076]
21	321 West 96 <sup>th</sup> Street -- Disabled Parking Permit Number 125794; [O2022-2098]
21	9148 South Normal Avenue -- Disabled Parking Permit Number 127955; [O2022-2099]
21	8655 South Throop Street -- Disabled Parking Permit Number 127892; [O2022-2100]
21	8131 South Loomis Boulevard -- Disabled Parking Permit Number 128487; [O2022-2101]
21	9121 South Wallace Street -- Disabled Parking Permit Number 128543; [O2022-2102]
21	8021 South May Street -- Disabled Parking Permit Number 127683; [O2022-2103]
21	8618 South Throop Street -- Disabled Parking Permit Number 127146; [O2022-2104]
21	9123 South Laflin Street -- Disabled Parking Permit Number 128797; [O2022-2186]
21	415 West 97 <sup>th</sup> Street -- Disabled Parking Permit Number 115057; [O2022-2197]
21	8029 South Marshfield Avenue -- Disabled Parking Permit Number 127031; [O2022-2200]

Ward	Location And Permit Number
21	8225 South Loomis Boulevard -- Disabled Parking Permit Number 125460; [O2022-2207]
21	8233 South Morgan Street -- Disabled Parking Permit Number 128568; [O2022-2246]
21	8544 South Morgan Street -- Disabled Parking Permit Number 128444; [O2022-2247]
21	9351 South Peoria Street -- Disabled Parking Permit Number 128216; [O2022-2248]
21	9207 South May Street -- Disabled Parking Permit Number 128373; [O2022-2253]
21	9517 South Lowe Avenue -- Disabled Parking Permit Number 128118; [O2022-2254]
21	8437 South Throop Street -- Disabled Parking Permit Number 124223; [O2022-2379]
22	3134 South Millard Avenue -- Disabled Parking Permit Number 128982; [O2022-2069]
22	2236 South Hamlin Avenue -- Disabled Parking Permit Number 128919; [O2022-2083]
22	2541 South Lawndale Avenue -- Disabled Parking Permit Number 128954; [O2022-2085]
22	2811 South Springfield Avenue -- Disabled Parking Permit Number 128267; [O2022-2096]
22	4408 West 28 <sup>th</sup> Street -- Disabled Parking Permit Number 128051; [O2022-2097]
22	3022 South Karlov Avenue -- Disabled Parking Permit Number 128870; [O2022-2123]
22	2824 South Kostner Avenue -- Disabled Parking Permit Number 128286; [O2022-2260]
23	3331 West 60 <sup>th</sup> Place -- Disabled Parking Permit Number 128169; [O2022-2081]

Ward	Location And Permit Number
23	3804 West 56 <sup>th</sup> Place -- Disabled Parking Permit Number 128611; [O2022-2094]
23	5612 South Nashville Avenue -- Disabled Parking Permit Number 108156; [O2022-2095]
23	3847 West 63 <sup>rd</sup> Place -- Disabled Parking Permit Number 129526; [O2022-2204]
23	3722 West 63 <sup>rd</sup> Place -- Disabled Parking Permit Number 126875; [O2022-2256]
23	3742 West 61 <sup>st</sup> Street -- Disabled Parking Permit Number 129443; [O2022-2266]
24	4326 West 17 <sup>th</sup> Street -- Disabled Parking Permit Number 128807; [O2022-2068]
24	1531 South Homan Avenue -- Disabled Parking Permit Number 128525; [O2022-2141]
24	761 South Kenneth Avenue -- Disabled Parking Permit Number 128606; [O2022-2264]
24	1239 South Millard Avenue -- Disabled Parking Permit Number 128448; [O2022-2265]
24	1918 South Drake Avenue -- Disabled Parking Permit Number 128781; [O2022-2514]
25	2023 South Throop Street -- Disabled Parking Permit Number 128738; [O2022-2067]
25	2318 South Oakley Avenue -- Disabled Parking Permit Number 128862; [O2022-2080]
25	2221 West 23 <sup>rd</sup> Place -- Disabled Parking Permit Number 128644; [O2022-2157]
25	1009 West 19 <sup>th</sup> Street -- Disabled Parking Permit Number 128124; [O2022-2199]
25	1740 West 19 <sup>th</sup> Street -- Disabled Parking Permit Number 128494; [O2022-2261]

Ward	Location And Permit Number
25	1819 South Carpenter Street -- Disabled Parking Permit Number 128441; [O2022-2262]
25	2125 West Cullerton Street -- Disabled Parking Permit Number 128165; [O2022-2263]
26	3105 West Augusta Boulevard -- Disabled Parking Permit Number 128386; [O2022-2079]
26	1534 North Monticello Avenue -- Disabled Parking Permit Number 129253; [O2022-2089]
26	2631 West Potomac Avenue -- Disabled Parking Permit Number 128722; [O2022-2182]
27	3445 West Franklin Boulevard -- Disabled Parking Permit Number 125651; [O2022-2093]
27	649 North Spaulding Avenue -- Disabled Parking Permit Number 104835; [O2022-2180]
27	1640 North Mason Avenue -- Disabled Parking Permit Number 129061; [O2022-2181]
27	422 North Central Park Avenue -- Disabled Parking Permit Number 128355; [O2022-2196]
27	1100 North Ridgeway Avenue -- Disabled Parking Permit Number 127738; [O2022-2258]
28	2908 West Lexington Street -- Disabled Parking Permit Number 128756; [O2022-2121]
29	1027 North Massasoit Avenue -- Disabled Parking Permit Number 129180; [O2022-2077]
29	4846 West Polk Street -- Disabled Parking Permit Number 128615; [O2022-2078]
29	1620 North Merrimac Avenue -- Disabled Parking Permit Number 129093; [O2022-2092]
29	1755 North Mayfield Avenue -- Disabled Parking Permit Number 129137; [O2022-2139]

Ward	Location And Permit Number
29	107 South Menard Avenue -- Disabled Parking Permit Number 128920; [O2022-2140]
29	5330 West Van Buren Street -- Disabled Parking Permit Number 129231; [O2022-2156]
30	2948 North Hamlin Avenue -- Disabled Parking Permit Number 128916; [O2022-2155]
30	6046 West Barry Avenue -- Disabled Parking Permit Number 128619; [O2022-2252]
31	2912 North Kilbourn Avenue -- Disabled Parking Permit Number 128700; [O2022-2179]
31	4815 West Nelson Street -- Disabled Parking Permit Number 128450; [O2022-2251]
31	5221 West Parker Avenue -- Disabled Parking Permit Number 121016; [O2022-2314]
32	3061 West Lyndale Street -- Disabled Parking Permit Number 120880; [O2022-2250]
33	2825 West Barry Avenue -- Disabled Parking Permit Number 129213; [O2022-2153]
33	3730 North Mozart Street -- Disabled Parking Permit Number 128953; [O2022-2154]
33	4825 North St. Louis Avenue -- Disabled Parking Permit Number 129161; [O2022-2178]
34	10042 South Emerald Avenue -- Disabled Parking Permit Number 128065; [O2022-2195]
34	11728 South Throop Street -- Disabled Parking Permit Number 128604; [O2022-2319]
35	1825 North Keystone Avenue -- Disabled Parking Permit Number 128788; [O2022-2137]
36	2100 North Mason Avenue (signs to be posted at 5940 West Dickens Avenue) -- Disabled Parking Permit Number 126485; [O2022-2066]

Ward	Location And Permit Number
36	3219 North Rutherford Avenue -- Disabled Parking Permit Number 129103; [O2022-2088]
37	4832 West Rice Street -- Disabled Parking Permit Number 128581; [O2022-2087]
37	739 North Harding Avenue -- Disabled Parking Permit Number 128884; [O2022-2136]
37	4934 West Rice Street -- Disabled Parking Permit Number 128282; [O2022-2177]
38	5251 West Hutchinson Street -- Disabled Parking Permit Number 129244; [O2022-2091]
38	3624 North Sayre Avenue -- Disabled Parking Permit Number 129185; [O2022-2135]
38	3508 North Oriole Avenue -- Disabled Parking Permit Number 128937; [O2022-2176]
38	3645 North Nottingham Avenue -- Disabled Parking Permit Number 129254; [O2022-2326]
38	3923 North Ottawa Avenue -- Disabled Parking Permit Number 113065; [O2022-2327]
39	5651 North Spaulding Avenue -- Disabled Parking Permit Number 129727; [O2022-2122]
39	4855 North Kilbourn Avenue -- Disabled Parking Permit Number 114841; [O2022-2329]
45	5137 West Warwick Avenue -- Disabled Parking Permit Number 128912; [O2022-2134]
49	1632 West Pratt Boulevard -- Disabled Parking Permit Number 129168; [O2022-2133]
50	6337 North Talman Avenue -- Disabled Parking Permit Number 128879; [O2022-2151]
50	6208 North Rockwell Street -- Disabled Parking Permit Number 128828. [O2022-2152]

*Repeal Of Disabled Permit Parking:*

Ward	Location And Permit Number
11	Repeal Disabled Parking Permit Number 120585 at 916 West 35 <sup>th</sup> Place; [O2022-2284]
13	Repeal Disabled Parking Permit Number 43443 at 6645 South Kilpatrick Avenue; [O2022-2285]
13	Repeal Disabled Parking Permit Number 90396 at 6130 South Neenah Avenue; [O2022-2286]
13	Repeal Disabled Parking Permit Number 80160 at 6047 South Normandy Avenue; [O2022-2287]
13	Repeal Disabled Parking Permit Number 77746 at 6154 South Neenah Avenue; [O2022-2288]
13	Repeal Disabled Parking Permit Number 99617 at 6047 South Merrimac Avenue; [O2022-2289]
13	Repeal Disabled Parking Permit Number 64056 at 6105 South Keating Avenue; [O2022-2359]
13	Repeal Disabled Parking Permit Number 106944 at 6030 South Kenneth Avenue; [O2022-2360]
13	Repeal Disabled Parking Permit Number 70520 at 6355 South Lamont Avenue; [O2022-2361]
13	Repeal Disabled Parking Permit Number 97082 at 6148 South Major Avenue; [O2022-2362]
28	Repeal Disabled Parking Permit Number 71882 at 3309 West Van Buren Street; [O2022-2308]

Ward	Location And Permit Number
31	Repeal Disabled Parking Permit Number 12316 at 4925 West Henderson Street; [O2022-2313]
31	Repeal Disabled Parking Permit Number 98755 at 2943 North Luna Avenue. [O2022-2315]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF RESERVED DISABLED PARKING.  
[SO2022-2801]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 21, 2022.

*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 2 percent disabled parking signs on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
Chairman.

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 2 percent disabled parking signs at the below listed locations:

Ward	Location
1	2020 -- 2030 North Campbell Avenue (behind 2031 North Milwaukee Avenue) -- 2 percent disabled parking -- at all times -- all days; [O2022-2528]
28	Amend ordinance passed on September 8, 2011 at page 7220, which reads: "West Hastings Street (north and south sides) from a point 30 feet east of South Ashland Avenue to a point 25 feet east thereof" by striking: "25 feet east thereof" and inserting in lieu thereof: "40 feet east thereof -- 2 percent disabled reserved parking -- at all times -- all days" (22-01211569); [O2022-1823]
47	4127 North Ravenswood Avenue -- 2 percent disabled reserved parking -- 8:00 A.M. to 5:00 P.M. -- Monday through Friday (public benefit). [O2022-2280]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

## ESTABLISHMENT AND AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

[SO2022-2798]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances and orders to establish and/or amend residential permit parking zones on portions of sundry streets, begs leave to recommend that Your Honorable Body do *Pass* the proposed substitute ordinance submitted herewith.

This recommendation was concurred in by all members of the committee present, with no dissenting votes.

Respectfully submitted,

(Signed) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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:

*Establishment Of Residential Permit Parking Zones:*

Ward	Location And Permit Number
1	Amend Residential Permit Parking Zone 154 passed on October 11, 2017 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 57118) for 1804 -- 1898 West Ellen Street (north side) and 1805 -- 1899 West Ellen Street (south side) -- at all times -- all days; [O2022-238]
1	1615 North Fairfield Avenue (east side) -- Residential Permit Parking Zone 102; [O2022-2524]
1	1215 -- 1255 North Damen Avenue, 1301 -- 1311 North Damen Avenue and 1347 -- 1351 North Damen Avenue (east side) -- Residential Permit Parking Buffer Zone 154; and 1214 -- 1248 North Damen Avenue, 1300 -- 1328 North Damen Avenue (west side) -- Residential Permit Parking Buffer Zone 154; [O2022-2529]
1	1700 -- 1702 North Fairfield Avenue (west side) and 2732 -- 2798 West Wabansia Avenue (north side) -- Residential Permit Parking Buffer Zone 102; [O2022-2530]
10	1913 -- 1931 South Peoria Street -- Residential Permit Parking Zone 2359; [O2022-2513]
27	2400 -- 2499 West Gladys Avenue -- Residential Permit Parking Zone 2368; [O2022-2276]
28	5000 -- 5099 West Gladys Avenue (west and south sides) from South Lavergne Avenue to South Leamington Avenue -- Residential Permit Parking Zone 2372 -- at all times -- all days; [Or2022-197]
28	16 -- 99 South Springfield Avenue (east and west sides) between West Monroe Street and the first alley north thereof -- Residential Permit Parking Zone 2369 -- at all times -- all days; [O2022-2311]

Ward	Location And Permit Number
28	<p>Amend Residential Permit Parking Zone 80 ordinance passed June 19, 2018: 2300 -- 2324 West Harrison Street, between South Oakley Boulevard and South Claremont Avenue (north side) -- at all times -- all days, except 6:00 P.M. to 9:00 P.M. on Wednesdays, 9:00 A.M. to 3:00 P.M. on Saturdays and 8:30 A.M. to 6:00 P.M. on Sundays;</p> <p>[O2022-2591]</p>
28	<p>Amend ordinance which was passed February 23, 2022: 122 -- 298 South Hamlin Avenue, between West Wilcox Street and West Jackson Boulevard (west side) -- amend Residential Permit Parking Zone 2339 -- at all times -- all days, except 8:00 A.M. to 2:00 P.M. on Sundays and 6:00 P.M. to 9:00 P.M. on Tuesdays and Wednesdays by adding: "3800 -- 3817 West Adams Street, between South Hamlin Avenue and the first alley west thereof (east and west sides) -- Residential Permit Parking Zone 2339 -- at all times -- all days, except 8:00 A.M. to 2:00 P.M. on Sundays and 6:00 P.M. to 9:00 P.M. on Tuesdays and Wednesdays";</p> <p>[O2022-2592]</p>
30	<p>5800 West Wrightwood Avenue (north and south sides) between North Mason Avenue and North Austin Avenue -- Residential Permit Parking Zone 2370 -- 6:00 P.M. to 6:00 A.M. -- all days;</p> <p>[Or2019-315]</p>
30	<p>4012 -- 4038 and 4015 -- 4039 West Eddy Street, between North Pulaski Road and North Karlov Avenue (east and west sides) -- Residential Permit Parking Zone 2371 -- 6:00 P.M. to 6:00 A.M. -- all days;</p> <p>[Or2021-223]</p>
31	<p>5200 -- 5299 West Deming Place (north and south sides) -- Residential Permit Parking Zone 2367 -- at all times -- all days;</p> <p>[Or2021-177]</p>
35	<p>3212 -- 3324 West Diversey Avenue -- Residential Permit Parking Zone 95 -- at all times -- all days and 3213 -- 3315 West Diversey Avenue -- Residential Permit Parking Zone 100 -- at all times -- all days;</p> <p>[O2022-2501]</p>
38	<p>Amend Residential Permit Parking Zone Number 341 at 4100 -- 4157 North Mango Avenue -- 7:00 A.M. to 7:00 P.M.;</p> <p>[O2022-2328]</p>
50	<p>6500 block of North Washtenaw Avenue (north and south sides) -- Residential Permit Parking Zone 2166 -- 5:00 P.M. to 9:00 A.M. -- Sunday through Saturday.</p> <p>[Or2022-217]</p>

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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ESTABLISHMENT AND AMENDMENT OF TRAFFIC LANE TOW-AWAY ZONES.  
[SO2022-2799]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 21, 2022.

*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 traffic lane tow-away 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) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the following locations are hereby designated as traffic lane tow-away zones, between the limits and during the times specified, standing or parking of any vehicle shall be considered a definite hazard to the normal movement of traffic:

Ward	Location
6	Repeal ordinance passed April 27, 2022 ( <i>Journal of the Proceedings of the City Council of the City of Chicago</i> , page 46349), which reads: "East 83 <sup>rd</sup> Street (south side) from South Langley Avenue to South Evans Avenue -- no parking/tow-away zone -- 7:00 A.M. to 5:30 P.M. -- Monday through Friday" by striking the above (22-00909741); [O2022-1923]
6	South Champlain Avenue (east side) 60 feet north of East 79 <sup>th</sup> Street -- no parking/tow-away zone -- at all times -- all days; [O2022-1924]
12	West 43 <sup>rd</sup> Street (south side) from South Damen Avenue to South Western Avenue -- no parking/tow-away zone -- at all times -- all days (public benefit) (22-00965715); [O2022-1693]
13	West 59 <sup>th</sup> Street (north side) from a point 87 feet east of South Kostner Avenue to a point 110 feet east thereof -- no parking except school buses -- tow-away zone -- 8:00 A.M. to 4:30 P.M. -- school days (22-00965694); [O2022-1574]
18	South Lawndale Avenue (west side) from West 84 <sup>th</sup> Place to West 85 <sup>th</sup> Place -- no parking/tow-away zone -- 8:00 A.M. to 10:00 A.M. -- Monday through Friday; [O2015-765]
22	South Kostner Avenue (west side) from West 31 <sup>st</sup> Street (frontage road) to West 33 <sup>rd</sup> Street -- no parking/tow-away zone -- no parking except official school personnel -- 7:00 A.M. to 4:30 P.M. -- school days; and West 31 <sup>st</sup> Street (frontage road) (south side) from South Kostner Avenue to South Kilbourn Avenue -- no parking/tow-away zone -- no parking except official school personnel -- 7:00 A.M. to 4:30 P.M. -- school days; [O2022-1862]

Ward	Location
28	West Fulton Street (north and south sides) from North Central Park Avenue to North Central Park Boulevard -- no parking/tow-away zone -- at all times -- all days (22-0121647); [O2022-1907]
28	West Polk Street (north side) from a point 233 feet east of South Leavitt Street to a point 404 feet east thereof -- no parking/tow-away zone -- except school personnel only -- 7:00 A.M. +to 5:00 P.M. -- Monday through Friday; [O2022-2532]
28	Repeal ordinance which reads: "901 -- 911 South Leavitt Street (east side) -- no parking/tow-away zone -- except school buses -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday -- school days"; [O2022-2533]
28	West Bowler Street, from 2165 West Bowler Street to 2191 West Bowler Street -- no stopping, no standing, no parking/tow-away zone -- at all times -- all days; [O2022-2534]
30	West Schubert Avenue (north and south sides) from North Central Avenue to the first alley west thereof -- no parking/tow-away zone -- at all times -- all days (public benefit) (22-01315511); [O2022-2312]
43	600 -- 643 West Kemper Place (north side) and 2320 -- 2328 North Geneva Terrace -- no parking zone -- school days -- 7:00 A.M. to 5:00 P.M. -- Monday through Friday. [Or2022-216]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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INSTALLATION AND AMENDMENT OF TRAFFIC WARNING SIGNS.  
[SO2022-2800]

The Committee on Pedestrian and Traffic Safety submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Pedestrian and Traffic Safety, to which were referred proposed ordinances 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) WALTER BURNETT, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said ordinance as passed:

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

SECTION 1. Pursuant to Title 9, Chapter 64 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to erect and/or amend traffic warning signs and signals, for the following locations as hereby designated:

Ward	Location And Type Of Sign
1	West Augusta Boulevard, from North Western Avenue to North Oakley Boulevard and from North Honore Street to North Ashland Avenue -- speed limitation -- 20 miles per hour; [O2022-2527]
4	South Forrestville Avenue and East 43 <sup>rd</sup> Street -- "All-Way Stop" sign, stopping all approaches; [O2022-1614]
6	East 83 <sup>rd</sup> Street (south side) between South State Street and South Wabash Avenue -- amend "no parking restrictions" to "2 hour parking -- at all times -- all days"; [O2021-2780]
6	East 86 <sup>th</sup> Street and South Prairie Avenue -- "Stop" sign, stopping westbound traffic at South Prairie Avenue; [O2022-2512]
13	South Cicero Avenue and West 64 <sup>th</sup> Street -- "Stop" sign, stopping West 64 <sup>th</sup> Street for South Cicero Avenue (22-01210886); [Or2022-102]
19	West 110 <sup>th</sup> Street (north side) from South Western Avenue to a point 541 feet east thereof -- tow-away zone -- no parking except school personnel only -- 7:00 A.M. to 3:00 P.M. -- school days; [O2022-2522]
23	West 55 <sup>th</sup> Street and South Mayfield Avenue -- "All-Way Stop" sign, stopping all approaches; [O2022-2581]
24	West Cermak Road to South Trumbull Avenue and South Homan Avenue -- "All-Way Stop" sign, stopping all approaches; [O2022-2515]
24	South Keeler Avenue and West Harrison Street -- "All-Way Stop" sign, stopping all approaches; [O2022-2516]
27	832 West Van Buren Street -- "All-Way Stop" sign, stopping all approaches; [O2022-2277]

Ward	Location And Type Of Sign	
36	North Oak Park Avenue and West Altgeld Street -- "All-Way Stop" sign, stopping all approaches;	[O2022-2029]
39	West Catalpa Avenue and North Lawler Avenue -- "All-Way Stop" sign, stopping all approaches;	[O2022-2330]
39	North Leavenworth Avenue and North Lynch Avenue -- "All-Way Stop" sign, stopping all approaches;	[O2022-2331]
49	West Arthur Avenue, from the first alley west of North Sheridan Road to North Magnolia Avenue -- no trucks (public benefit) (22-01375709).	[O2022-2341]

SECTION 2. This ordinance shall take effect and be in force hereinafter its passage and publication.

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**COMMITTEE ON PUBLIC SAFETY.**

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APPOINTMENT OF TOBARA RICHARDSON AS DEPUTY INSPECTOR GENERAL FOR PUBLIC SAFETY FOR OFFICE OF INSPECTOR GENERAL.

[A2022-127]

The Committee on Public Safety submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Public Safety, to which was directly introduced an appointment concerning the Inspector General selection and nomination of Tobara Richardson

for Deputy Inspector General for Public Safety for the Chicago Office of Inspector General (A2022-127), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed appointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on September 16, 2022.

Respectfully submitted,

(Signed) CHRIS TALIAFERRO,  
*Chairman.*

On motion of Alderman Taliaferro, the committee's recommendation was *Concurred In* and the said proposed appointment of Tobara Richardson as Deputy Inspector General for Public Safety for the Office of Inspector General was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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**COMMITTEE ON SPECIAL EVENTS, CULTURAL AFFAIRS  
AND RECREATION.**

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REAPPOINTMENT OF MYETIE H. HAMILTON AS COMMISSIONER OF CHICAGO  
PARK DISTRICT.

[A2022-126]

The Committee on Special Events, Cultural Affairs and Recreation submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Special Events, Cultural Affairs and Recreation, to which was referred a reappointment of Myetie H. Hamilton as a commissioner of the Chicago Park District (A2022-126), having the same under advisement, begs leave to report and recommend that Your Honorable Body *Approve* the proposed reappointment transmitted herewith.

This recommendation was concurred in by a unanimous vote of the members of the committee present, with no dissenting votes on September 13, 2022.

Respectfully submitted,

(Signed) NICHOLAS SPOSATO,  
*Chairman.*

On motion of Alderman Sposato, the committee's recommendation was *Concurred In* and the said proposed reappointment of Myetie H. Hamilton as a commissioner of the Chicago Park District was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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**COMMITTEE ON TRANSPORTATION AND PUBLIC WAY.**

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GRANT OF PRIVILEGE IN PUBLIC WAY FOR ASHLAND & 79<sup>TH</sup> CURRENCY.

[O2022-2437]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a grant of privilege for Ashland & 79<sup>th</sup> Currency to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7901 South Ashland Avenue. This ordinance was referred to the committee on July 20, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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. Permission and authority are hereby given and granted to Ashland & 79<sup>th</sup> Currency, upon the terms and subject to the conditions of this ordinance, to maintain and use one (1) sign projecting over the public right-of-way attached to its premises known as 7901 South Ashland Avenue. Said sign structure measures as follows: along South Ashland Avenue, at six (6) feet in length, eleven (11) feet in height and eleven (11) feet above grade level. The location of said privilege shall be as shown on print(s) kept on file with the Department of Business Affairs and Consumer Protection and the Office of the City Clerk. Said privilege shall be constructed in accordance with plans and specifications approved by the Department of Transportation (Division of Project Development) and the Zoning Department -- Signs.

This grant of privilege in the public way shall be subject to the provisions of Section 10-28-015 and all other required provisions of the Municipal Code of Chicago.

The grantee shall pay to the City of Chicago as compensation for the Privilege Number 1127445 herein granted the sum of Three Hundred and no/100 Dollars (\$300.00) per annum, in advance.

A 25 percent penalty will be added for payments received after due date.

The permit holder agrees to hold the City of Chicago harmless for any damage, relocation or replacement costs associated with damage, relocation or removal of private property caused by the City performing work in the public way.

Authority herein given and granted for a period of five (5) years from and after January 11, 2017.

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ACQUISITION OF VARIOUS PARCELS OF LAND FOR CONSTRUCTION OF BELT RAILWAY COMPANY OF CHICAGO GRADE-SEPARATED CROSSING AT W. COLUMBUS AVE.

[SO2022-2450]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed substitute ordinance transmitted herewith for acquisition of various parcels of land on portions of South Rockwell Street, South California Avenue, South Fairfield Avenue, South Washtenaw Avenue, West Columbus Avenue and South Western Avenue for Belt Railway Company of Chicago for construction of grade-separated crossing at West Columbus Avenue in the 18<sup>th</sup> Ward. This substitute ordinance was referred to the committee on July 20, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 ordinance (the "1928 Ordinance") passed by the City Council of the City (the "City Council") on July 11, 1928, and published in the *Journal of the Proceedings of the City Council of the City of Chicago* (the "*Journal*") for such date at page 3310, et seq., the City authorized and required the Belt Railway Company of Chicago ("Belt Railway") to elevate its track and construct a grade separated crossing of its tracks over Columbus Avenue, in the City of Chicago; and

WHEREAS, Beginning with a Joint Statement of Understandings ("JSOU") in 2003, the Chicago Regional Environmental and Transportation Efficiency ("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, The grade separation of the Belt Railway line and Columbus Avenue was never constructed as required; and

WHEREAS, IDOT, CDOT, and the Belt Railway have agreed upon an alternative plan to construct a grade separation in the same location in order to separate the grades of rail traffic from surface street traffic at that location with the purpose of improving traffic safety and reducing delays and other negative impacts of traffic; and

WHEREAS, As part of the CREATE Program, IDOT, CDOT and Belt Railway propose to construct such a bridge and viaduct as agreed ("Project"); and

WHEREAS, The Belt Railway agrees to maintain the bridge and other railroad improvements that are components of the Project and, in accordance with maintenance agreements between them, IDOT and the City have agreed to maintain the public way components of the Project; and

WHEREAS, Pursuant to Section 2-102-030 of the Municipal Code of the City, the Commissioner of CDOT ("Commissioner") has the power and duty to control the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the public ways, and to supervise and control such projects; and

WHEREAS, The City has determined that it is useful, desirable, and necessary that the City acquire for public ownership and control those parcels of real property located along and adjacent to Columbus Avenue, as listed on the attached Exhibit A, or portions thereof (the "Acquisition Parcels"), for the public purpose of the acquisition of rights-of-way for and the improvement, construction, maintenance, and repair of the Project; and

WHEREAS, The City has determined that the acquisition of the Acquisition Parcels, free and clear of leases, agreements and encumbrances for the Project is useful, advantageous or desirable for municipal purposes and public welfare; 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 Greater Southwest Industrial Corridor (East) Redevelopment Area Project and Plan, dated November 23, 1998, and Amendment Number 1 thereto dated October 25, 2005, thereby finding that statutory criteria for blighted area eligibility were met in this area; 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 is useful and necessary to use quick-take to acquire the Acquisition Parcels for these same purposes; and

WHEREAS, Pursuant to Resolution Number 22-CDC-13 adopted on May 11, 2022, by the Commission, the Commission authorized CDOT to acquire the designated Acquisition Parcels listed on Exhibit A in furtherance of the plans in the areas 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 1928 Ordinance is hereby amended to permit the construction of the Project in accordance with the terms and conditions of this ordinance, in lieu of the construction of the grade separated crossing described therein, on the condition that the Belt Railway shall cooperate in the construction, accept ownership and perform maintenance of such grade separation structure, pursuant to an agreement detailing the same, which agreement is subject to the approval of the Corporation Counsel ("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 and for purposes of implementing the objectives of the plans for CDOT.

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 owner(s) for the purchase of the Acquisition Parcels or portions thereof. If the Corporation Counsel and the owner(s) are able to agree on the terms of the purchase, including the 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 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 condemnation proceedings, including a motion for immediate vesting of title, on behalf of the City for

the purpose of acquiring fee simple title to the Acquisition Parcels as listed on Exhibit A under the City's power of eminent domain and in accordance with the schedule for the acquisition of the Acquisition Parcels adopted above. Such acquisition efforts shall commence within four (4) years of the date of the publication of this ordinance. For the Acquisition Parcels, commencement shall be deemed to have occurred upon the City's delivery of an offer letter to the owner(s) of such Acquisition Parcel.

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 a 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 whether the acquisition of each of the Acquisition Parcels, or a portion thereof, or less than fee simple title is 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 0MX0001:

Common Addresses:

Permanent Index Numbers:

7501 South Rockwell Street;

19-25-224-014;

7459 South California Avenue;

19-25-400-001;

7458 South Fairfield Avenue;

19-25-400-002;

7529 South California Avenue;

19-25-400-003;

7457 South Fairfield Avenue;	19-25-401-001;
7458 South Washtenaw Avenue;	19-25-401-002;
2750 West Columbus Avenue; and	19-25-401-003; and
2630 West Columbus Avenue Chicago, Illinois.	19-25-402-004.

## Parcel 0MX0002:

## Common Addresses:

7444 South Rockwell Street;  
7453 South Rockwell Street;  
7457 South Rockwell Street;  
7410 South Western Avenue; and  
7451 South Rockwell Street  
Chicago, Illinois.

## Permanent Index Numbers:

19-25-125-004;  
19-25-224-029;  
19-25-224-030;  
19-25-228-038; and  
19-25-500-003.

## Parcel 0MX0005:

## Common Address:

7453 South Rockwell Street  
Chicago, Illinois.

## Permanent Index Number:

19-25-224-029.

## Parcel 0MX0006:

## Common Address:

7453 South Rockwell Street  
Chicago, Illinois.

## Permanent Index Number:

19-25-224-029.

## Parcel 0MX0007:

## Common Address:

2516 West Columbus Avenue  
Chicago, Illinois.

## Permanent Index Number:

19-25-225-028.

## Parcel OMX0008:

## Common Address:

2442 West Columbus Avenue  
Chicago, Illinois.

## Permanent Index Number:

19-25-226-018.

## Parcel OMX0009:

## Common Address:

7400 South Western Avenue  
Chicago, Illinois.

## Permanent Index Number:

19-25-227-001.

## Parcel OMX0010:

## Common Addresses:

7410 South Western Avenue;  
7410 South Western Avenue;  
7410 South Western Avenue; and  
7410 South Western Avenue  
Chicago, Illinois.

## Permanent Index Numbers:

19-25-228-034;  
19-25-228-035;  
19-25-228-037; and  
19-25-228-039.

## Parcel OMX0011:

## Common Addresses:

2543 West Columbus Avenue;  
2545 West Columbus Avenue;  
2701 West Columbus Avenue;  
2629 West Columbus Avenue; and  
7502 South Columbus Avenue  
Chicago, Illinois.

## Permanent Index Numbers:

19-25-403-001;  
19-25-403-002;  
19-25-404-001;  
19-25-405-001; and  
19-25-501-001.

*Exhibit "B".*

*Schedule For Project.*

1. Acquire all property interests, including fee simple interests, permanent easements, and temporary easements, in those portions of the Acquisition Parcels designated on the plats on or before December 31, 2022.
2. Commence bridge and highway construction project on or before June 30, 2023.

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VACATION OF PORTION OF S. GREEN ST., BETWEEN W. 63<sup>RD</sup> PKWY. AND S. PEORIA DR.

[O2022-2424]

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinance transmitted herewith for a vacation of a dead-end on South Green Street at South Peoria Drive, located in the 16<sup>th</sup> Ward. This ordinance was referred to the committee on July 20, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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 lots at 6200 -- 6208 South Green Street and 6201 -- 6209 South Green Street are owned by the City of Chicago, an Illinois municipal corporation; and

WHEREAS, The Department of Planning and Development ("DPD") proposes to assemble certain City-owned adjacent properties in the Greater Englewood community area and located in the vicinity of West 63<sup>rd</sup> Parkway and South Peoria Drive, including a portion of the street to be vacated pursuant to this ordinance; and

WHEREAS, On April 24, 2020, DPD issued a request for proposals for the sale and development of the to-be-assembled parcels; and

WHEREAS, DPD has identified Englewood Connect LLC ("Developer") as the successful respondent to the request for proposals; and

WHEREAS, Developer will redevelop the site as a mixed-use commercial complex with a community center, as part of the City's Invest South/West Initiative, and in accordance with DPD approved plans; and

WHEREAS, The City Council of the City of Chicago, after due investigation and consideration, has determined that the nature and extent of public use and the public interest to be subserved is such as to warrant the vacation of the public street described below; now, therefore,

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

SECTION 1. Legal description of that part of South Green Street 66-foot-wide public right-of-way dedicated by Document 192175 recorded on September 24, 1874, in the southeast quarter of Section 17, Township 38 North, Range 14, East of the Third Principal Meridian, more particularly described as follows: beginning at the most northerly northeast corner of Lot 3 in Halsted Parkway Subdivision recorded March 30, 2015 as Document 1508916071, being on the south line of South Peoria Street established by said

Halsted Parkway Subdivision and on the west line of said South Green Street; thence north 88 degrees, 29 minutes, 00 seconds east along the easterly extension of the north line of said Lot 3, 66.00 feet to its intersection with the east line of said South Green Street extended north; thence south 01 degree, 31 minutes, 47 seconds east along the east line of said South Green Street and its northerly extension, 123.48 feet to the most easterly northeast corner of said Lot 3, said point being on the south line of said South Green Street; thence south 88 degrees, 28 minutes, 13 seconds west along a north line of said Lot 3, a distance of 66.00 feet to a point on the west line of said South Green Street and an east line of said Lot 3; thence north 01 degree, 31 minutes, 47 seconds west along said last described line, 123.50 feet to the point of beginning, all in Cook County, Illinois, total area in said parcel described being 8,150 square feet or 0.187 acre, more or less, as shaded and legally described by the words "Hereby Vacated" on the plat hereto attached as Exhibit A, which drawing for greater clarity, is hereby made a part of this ordinance, be and the same is hereby vacated and closed, inasmuch as the same is no longer required for public use and the public interest will be subserved by such vacation.

SECTION 2. The City of Chicago hereby reserves for the benefit of Commonwealth Edison and AT&T/SBC, and their successors or assigns, a non-exclusive utility easement to operate, maintain, construct, replace and renew overhead wires, poles, and associated equipment and underground conduit, cables, and associated equipment for the transmission and distribution of electrical energy, telephonic and associated services under, over and along the street herein vacated, with the right of ingress and egress. The grade of the vacated public way shall not be altered in a manner so as to interfere with the operation and maintenance of said facilities. No construction, buildings, permanent structures, or obstructions shall occur or be placed over the area herein vacated without express written release of easement by the involved utilities. Any future relocation of facilities lying within the area being vacated, being done at the behest and expense of the Developer will be accomplished by the involved utility, and be done at the expense of the Developer, its successors, or assigns.

SECTION 3. DPD and the Developer acknowledge that the current water service line and water service appurtenances serving the former City Fire House 84 will be transferred to the new Department of Water Management ("DWM") water main once that is installed, said service line remaining the maintenance responsibility of the Developer, in accordance with DWM correspondence dated May 11, 2022, and its attachment, hereto attached and included in this ordinance as Exhibit B. All future water mains required to serve and protect the new development shall be built by DWM and paid for with Tax Increment Financing (TIF), as approved by the TIF Investment Committee on January 25 and April 8, 2022.

SECTION 4. DPD acknowledges that all currently public DWM sewers and associated appurtenances within the area to be vacated shall become the property and financial responsibility of DPD, with reimbursement to the DWM, until such time as the surrounding lots, vacation area, and ownership including said responsibilities are conveyed to the successor Developer along with additional responsibilities and terms as detailed in Exhibit B. In the event that the Developer wishes to abandon, modify or install new facilities, plans must be reviewed, approved and permitted by the DWM Sewer Design Section prior to the commencement of any work, on the development. Developer shall provide the

DWM Sewer Design Section with as-built drawings submitted within 45 days of completion. The Developer acknowledges that no public sewer will serve Lots 20 -- 25 (inclusive), as a result of the vacation herein contemplated.

SECTION 5. The vacation herein provided for is made upon the express condition that within 180 days of the City Council passage of this ordinance and its related plat, the Developer shall pay to the City Treasury of the City of Chicago, a quoted security deposit equal to the costs of the Developer's work for public paving, curb, and related appurtenances in accordance with the most current version of the Chicago Department of Transportation's Regulations for Opening, Repair and Construction in the Public Way and its appendices. Upon completion of work, a request for final field inspection and approval of the Developer's construction, shall be made to the COOT Division of Infrastructure Management, Construction Compliance Unit, Room 905, City Hall, prior to return of said security deposit, less any service fee.

SECTION 6. The vacation herein provided for is made upon the express condition that within one hundred eighty (180) days after the passage of this ordinance, the Developer or its assign shall file or cause to be filed for recordation with the Office of the Cook County Clerk/Recordings Division a certified copy of this ordinance, together with the associated full-sized plat as approved by the Department of Transportation's Superintendent of Maps and Plats.

SECTION 7. This ordinance shall take effect and be in force from and after its passage and publication. The vacation shall take effect and be in force from and after the recording of the published ordinance and approved plat.

Vacation Approved:

(Signed) Gia Biagi  
Commissioner,  
Department of Transportation

Introduced By:

(Signed) Stephanie Coleman  
Alderman, 16<sup>th</sup> Ward

COOT File Number:

17-16-21-3974

[Exhibit "A" referred to in this ordinance printed  
on pages 52059 and 52060 of this *Journal*.]

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

*Exhibit "B".*

*December 21, 2021.*

City Of Chicago

Department Of Water Management

December 21, 2021

Mclaurin Development  
120 North Racine Avenue, 2<sup>nd</sup> Floor  
Chicago, Illinois 60607

Attention: Zeb Mclaurin  
Chief Executive Officer

Subject: Proposed 8-inch Water Main Installation  
Englewood Connect  
South Peoria Drive -- West 63<sup>rd</sup> Parkway to South Halsted Street  
BES Project No. 21-08:030  
OUC File No. VD-110543

Mr. Mclaurin:

This correspondence is in response to an Office of Underground Coordination request for the proposed street vacation for the subject project and pursuant to the meeting between the Department of Planning and Development (DPD) and the Department of Water Management (DWM) on July 23, 2021.

The proposed development consists of conceptual site improvement plans for the subject project. Mclaurin Development shall submit final civil engineering plans for the overall project to the Department of Water Management (DWM) for review and approval prior to the start of construction. Upon review of the final civil engineering plans, additional DWM involvement may be required in the overall project, resulting in additional costs to Mclaurin Development. This correspondence only addresses the installation of a new water main to accommodate the future development and to allow the vacation of South Green Street proposed under VD-110543.

The Department Of Water Management -- Water Section.

In order to accommodate the proposed development, the Department of Water Management must install approximately 725 feet of 8-inch ductile iron water main in South Peoria Drive, from West 63<sup>rd</sup> Parkway to South Halsted Street. The proposed water main must meet all DWM design requirements, including being located under street pavement areas in the public right-of-way. Since the proposed water main will be located within 10 feet of existing shallow sewer facilities, this Department must replace those existing sewer facilities in South Peoria Drive located within 10 feet of the proposed water main alignment with water main quality pipe in order to meet Illinois Environmental Protection Agency (IEPA) requirements. Additionally, this Department must transfer the existing water service from the fire house to the proposed water main in South Peoria Drive.

The existing water service piping is owned by and the responsibility of the owner of 6204 South Green Street (fire house). This proposed vacation of South Green Street does not change or affect the ownership of, or responsibility for, the water service. Per your request to keep this existing water service to the fire house, DWM will cut off the existing water service at South Green Street and West 63<sup>rd</sup> Parkway and provide temporary service -- not for potable use -- from the new water main.

The fire house will be redeveloped as part of the Englewood Square Phase II development. The existing water service will not be allowed to continue serving the former fire house once the fire house is rehabilitated. At that time, the existing temporary service must be permanently terminated as part of the proposed development by permit per DWM standards.

Should a new water service be required to accommodate the rehabilitated fire house, Mclaurin Development shall submit final civil engineering plans for the overall project to the Department of Water Management (DWM) for review and approval prior to the start of construction. Additionally, Mclaurin Development must submit for adequate water approval prior to construction. Upon review of the final civil engineering plans and adequate water, additional DWM involvement may be required in the overall project, resulting in additional costs to Mclaurin Development.

The scope of the DWM's involvement in the water main installation work is limited to water pipe, two (2) line valves, one (1) fire hydrant installation, construction of two (2) valve basins, one (1) temporary water service transfer, one (1) water service termination (including restoration), existing sewer facility replacements, valve operations, engineering design services, resident engineering services, water quality services, adjusting the existing sewer facilities, and all restoration to COOT standards at an estimated cost of \$482,710.00.

Please note that this estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. Mclaurin Development will be responsible for all costs for utility and alignment conflicts associated with the water main installation.

A certified check in the amount mentioned above, payable to the City of Chicago, must be hand delivered to the Department of Buildings, Plumbing Permit and Plan Section, 121 North LaSalle Street, Room 906, Chicago, Illinois, 60602, with a copy of this letter.

Please be advised, the time frame required to design, construct, and place the water main in service is approximately 9 to 12 months from the date the deposit is received.

Please forward all the CAD files and any resource/reference files for this project electronically to Susan McKee at Susan.McKee@ctrwater.net so that they can be utilized to create the water main installation plans.

Please contact the Department of Buildings, Plumbing Permit and Plan Section by email at Bpermits@cityofchicago.org regarding the proposed water service for the building. Per the Municipal Code, meters shall be installed before the building is connected to the water system. These crossing must follow all applicable Illinois Environmental Protection Agency (IEPA) vertical separation requirements for water and sewer pipe crossings per IEPA Title 35.

Any traffic and pedestrian protection structures such as canopies, scaffolding, jersey walls, construction barricades, et cetera, which are located within 10 feet of water main facilities will restrict this Department's continuous access to its facilities for maintenance or repair work. Therefore, should this Department require access to its existing facilities, the Mclaurin Development will be responsible for either removing the traffic and pedestrian protection structures or performing any necessary excavation required to provide this Department safe access to its existing facilities within 24-hour notice. Traffic and pedestrian protection structures must be installed to allow for complete accessibility to all DWM facilities, including fire hydrants, valve basins, sewer manholes, and catch basins.

All new sewer installations must meet IEPA separation requirements for water and sewer pipes. All proposed/replaced sewer laterals from catch basins/inlets, sewer mains, and private drains (collectively known as "sewer facilities") that are parallel to water mains, services or fire hydrant leads (collectively known as "water facilities") that are less than 18 inches below the water facility and have less than 10 feet of horizontal separation from the outside edge of the water facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Additionally, all sewer facilities that cross perpendicularly below water facilities with less than 18 inches vertical separation must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. If any sewer facility crosses perpendicularly above a water facility, then the sewer facility shall be at least 18 inches above the water facility and the sewer facility must be made out of ductile iron/water main quality pipe for 10 feet on either side of the outside edge of the water facility. Sewer laterals that require ductile iron/water main quality pipe shall be ductile iron/water main quality pipe from the catch basin to a point 10 feet beyond the edge of the water facility.

Proposed trees must not be planted within 5 feet of the exterior pipe wall for all water mains 24-inches in diameter and larger. This 5-foot rule excludes mains that are separated from the tree by a hardscape feature or other root growth limiting conditions such as water mains located in the street.

This Department discourages tree planting over water mains that are less than 24 inches in diameter located in the parkway, but if necessary will allow trees with a maximum mature height of 30 feet and a maximum mature root depth of 2½ feet. Potential plantings that meet this requirement include the following:

1. Ornamental shrubs or bushes meeting the mature height and mature root depth discussed above.
2. Flowers or other non-woody herbaceous plants.
3. Above ground, movable planting containers that can be relocated by the owner of the plantings in the event that access to the water main is required.

Existing trees planted above water mains that do not meet these requirements do not need to be removed. However, if such existing trees are removed, all proposed trees installed in their place must meet the above-mentioned requirements. Should it be necessary for the DWM to access any of its facilities, the Department shall only be responsible for typical pavement, sidewalk, and hydroseed restoration.

If construction requires the use of water from a City fire hydrant, or adjustments or repairs are required to any City sewer facilities in proximity to the project site, permits must be obtained from the Department of Water Management, Water and Sewer Sections.

Extreme caution is to be taken to ensure that no facility owned and maintained by this Department is damaged during construction. If damage occurs to any facilities, Mclaurin Development will be held responsible for the cost of repairing or replacing them.

Please note that the details described above are valid for 90 days from the date of this letter, after which time, Mclaurin Development will be responsible for re-submitting plans to this Department for review and revision of the estimate of cost, as needed. Failure To Comply With The Provisions In This Correspondence May Result In Additional Expenses To The Proposed Project To Verify That All Work Conforms To DWM's Standards.

If there are any questions regarding the water facilities, please contact Angela Krueger at [Angela.Krueger@cityofchicago.org](mailto:Angela.Krueger@cityofchicago.org).

Sincerely,

(Signed) Andrea R.H. Cheng, Ph.D., P.E.  
Commissioner

WC

Email cc: DOB Plan Desk  
Denis E. Riordan, Chief Plumbing Inspector

*Exhibit "B".*

*May 11, 2022.*

City Of Chicago

Department Of Water Management

May 11, 2022

City of Chicago  
Department of Transportation  
Division of Project Development/Public Way  
2 North LaSalle Street, Suite 950  
Chicago, Illinois 60602-2570

Attention: Mr. Jai Kalayil  
Deputy Commissioner

Re: Proposed Vacation Ordinance  
16<sup>th</sup> Ward  
For: Department of Planning and Development

Vacation of South Green Street (stub) from South Peoria Drive to a line approximately 123.5 feet south of and parallel to South Peoria Drive

OUC File Number VD-110543  
M&P Project Number 17-16-21-3974  
Water Atlas Page 479  
Sewer Atlas Page 38-2-46

Dear Mr. Kalayil:

This letter is in response to your inquiry dated June 14, 2021 concerning the proposed vacation.

l) The Department of Water Management -- Water Section.

There are no public water facilities within the limits of the area proposed for vacation.

There is, however, an active water service to 6204 South Green Street (Former Engine Company 84 Fire House) within the limits of the area proposed for vacation. The service consists of the following connected piping and components:

- a. a 2-inch tap installed in 2019 on an 8-inch water main in South Green Street north of West 63<sup>rd</sup> Parkway, which connects to
- b. approximately 50 feet of 2-inch pipe installed in 1967, which connects to
- c. approximately 310 feet of 6-inch pipe installed in 1890 in the South Green Street ROW that was vacated around 1968, which connects to
- d. approximately 70 feet of 1 inch pipe installed in 1929 that enters the fire house.

All this water service piping is owned by and the responsibility of the owner of 6204 South Green Street. This proposed vacation of South Green Street does not change or affect the ownership of, or responsibility for, the water service.

The fire house will be redeveloped as part of the Englewood Connect development. The existing water service will not be allowed to continue serving the former fire house once development begins. At that time, the service must be permanently terminated as part of the proposed development by permit per DWM standards.

In addition, approximately 544 feet of new 8-inch new water main must be installed in South Peoria Drive (approximately West 62<sup>nd</sup> Street) from west of South Halsted Street to West 63<sup>rd</sup> Parkway to provide adequate domestic water and fire protection to the proposed development.

The estimated cost for this work is \$866,461.00. Please note that this estimate is based on current rates for labor (straight time), material, equipment, and overhead charges, but actual costs will be submitted for payment upon completion of the work. See the attached letter dated December 21, 2021 for payment instructions. The amount in that letter was updated to \$866,461.00 after the letter was issued. All other terms remain in effect.

Once the deposit is received, the Water Section has no objection to the proposed vacation.

For questions regarding water facilities, please contact Andrew McFarland at [andrew.mcfarland@cityofchicago.org](mailto:andrew.mcfarland@cityofchicago.org).

ii) The Department Of Water Management -- Sewer Section.

Based on sewer records, there is a dead-end 15-inch sewer on South Green Street, serving South Green Street ROW and the former firehouse. The Sewer Section will approve the proposed street vacation, provided the beneficiary must assume ownership of the sewer and appurtenances. These sewer facilities will be private property of the beneficiary. The beneficiary must assume all liability for these facilities and be responsible for all maintenance and repairs for reuse. Please be advised that as a result of the proposed vacation, there will be no public sewer to serve Lots 20, 21, 22, 23, 24 and 25 located on the east side of the area to be vacated.

If there are any questions regarding the sewer facilities, contact Anupam Verma at [Anupam.Verma@CityofChicago.org](mailto:Anupam.Verma@CityofChicago.org).

Very truly yours,

(Signed) (Signature Illegible)  
Commissioner





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, September 21, 2022.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation and/or the Director of Finance to exempt various applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to parking facilities at sundry locations. These ordinances were referred to the committee on July 20 and September 14, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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):

*Archers Metal Deco, Inc./Guillermo Archer.*

[O2022-2466]

*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 Guillermo Archer of Archers Metal Deco, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 2215 North Knox Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*Barbara Vick Early Childhood Center (Chicago Public Schools/Board Of Education Of The City Of Chicago).*

[O2022-2175]

*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 Barbara Vick Early Childhood Center (Chicago Public Schools/Board of Education of the City of Chicago), 2554 West 113<sup>th</sup> Street, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Chi City Auto Sales, Inc./Andres Esquivel.*

[O2022-2467]

*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 Andres Esquivel of Chi City Auto Sales, Inc. from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 1914 -- 1916 North Cicero Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Damen Walnut LLC.*

[O2022-2159]

*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 Damen Walnut LLC, 1957 West Walnut Street, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*DBA-Chrysler Dodge Jeep Ram Of Chicago.*

[O2022-2443]

*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 DBA-Chrysler Dodge Jeep Ram of Chicago from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 5950 North Western Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*JRS Automotive Repair Corporation/Rosalva Lozano.*

[O2022-2469]

*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 Rosalva Lozano of JRS Automotive Repair Corporation from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress at 6907 West Grand Avenue.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

*Limitless Towing & Recovery, Inc.*

[O2022-2171]

*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 Limitless Towing & Recovery, Inc., 1832 West Walnut Street, Chicago, Illinois 60612, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Midwest Academy For Gifted Education, NFP.*

[O2022-2168]

*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 Academy for Gifted Education, NFP, 900 North Franklin Street, Chicago, Illinois 60610, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*NARE 2935 LLC.*

[O2022-2444]

*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 NARE 2935 LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 2935 West Peterson Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*PCC Community Wellness Center-Primary Care Pavilion.*

[O2022-2520]

*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 PCC Community Wellness Center-Primary Care Pavilion, 5425 West Lake Street (Lotus and Lake), Chicago, Illinois 60644, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*RealVet Westloop LLC.*

[O2022-2170]

*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 RealVet Westloop LLC, 451 North Elizabeth Street, Chicago, Illinois 60642, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*Sustainabuild LLC-4930/Igor Petrushchak.*

[O2022-2445]

*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 Igor Petrushchak of Sustainabuild LLC-4930, property owners at 4930 North Kenmore Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*Yong Le LLC.*

[O2022-2431]

*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 3300 South Halsted Street, Chicago, Illinois 60608, Yong Le LLC, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*1217 West Washington LLC.*

[O2022-2162]

*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 1217 West Washington LLC, 1217 West Washington Boulevard, Chicago, Illinois 60607, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

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*1245 West Fulton LLC.*

[O2022-2172]

*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 1245 West Fulton LLC, 225 North Elizabeth Street, Chicago, Illinois 60607, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

*5173 South Archer Avenue/Raul Rivera And Mirna Rivera.*

[O2022-2441]

*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 5173 South Archer Avenue (Raul Rivera and Mirna Rivera) from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to the parking facility for 5173 South Archer Avenue, Chicago, Illinois.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

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*5216 Lincoln LLC.*

[O2022-2442]

*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 5216 Lincoln LLC from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities at 2501 -- 2505 West Farragut Avenue/5216 -- 5224 North Lincoln Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

---

*5422 South University.*

[O2022-2519]

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

SECTION 1. Pursuant to Section 10-20-430 (33-19.1) of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 5422 South University from the provisions requiring barrier as a prerequisite to prohibit alley ingress and/or egress to parking facilities for 5422 South University Avenue.

SECTION 2. This ordinance shall take effect and be in force from and after its passage and publication.

EXEMPTION OF APPLICANTS FROM PROVISIONS PROHIBITING ALLEY ACCESSIBILITY TO PARKING GARAGES IF CAPACITY OF LOT OR GARAGE EXCEEDS SIX SPACES.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Department of Transportation to exempt applicants from the provisions requiring barriers as a prerequisite to prohibit alley ingress and/or egress to the parking facilities if capacity of lot or garage exceeds six spaces. These ordinances were referred to the committee on July 20, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadiowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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):

*DAC Developments.*

[O2022-2477]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt DAC Developments, 424 South Wabash Avenue, from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address and to allow alley access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*538 East 38<sup>th</sup> Street.*

[O2022-2476]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 538 East 38<sup>th</sup> Street from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address and to allow alley access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

---

*624 East Pershing Road.*

[O2022-2478]

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

SECTION 1. Pursuant to Sections 10-20-430 and 10-20-435 of the Municipal Code of Chicago, the Commissioner of Transportation is hereby authorized and directed to exempt 624 East Pershing Road from the provisions requiring barriers as a prerequisite to prohibit alley ingress and egress to parking facilities for premises address and to allow alley access to said parking facilities which are in excess of six spaces.

SECTION 2. This ordinance shall take effect and be in force upon its passage and publication.

## STANDARDIZATION OF PORTIONS OF PUBLIC WAYS.

The Committee on Transportation and Public Way submitted the following report:

CHICAGO, September 21, 2022.

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

Your Committee on Transportation and Public Way begs leave to report and recommend that Your Honorable Body *Pass* the proposed ordinances transmitted herewith authorizing and directing the Commissioner of Transportation to take the actions necessary for the honorary designation/standardization of various portions of the public way. These ordinances were referred to the committee on July 20, 2022.

This recommendation was concurred in unanimously by a viva voce vote of the members of the committee, with no dissenting vote.

Respectfully submitted,

(Signed) HOWARD BROOKINS, JR.,  
*Chairman.*

On motion of Alderman Brookins, the said proposed ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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):

*E. 75<sup>th</sup> St., Between S. Champlain Ave. And S. Langley Ave., To Be Known As "Honorary Charlie 'Boot' Allen Way".*

[O2022-2185]

WHEREAS, Charlie Herman "Boot" Allen was an exceptional educator, a remarkable businessman, and an outstanding member of his community; and

WHEREAS, Charlie began his life on December 10, 1941, and passed away February 8, 2017, in Chattanooga, Tennessee. Charlie earned a bachelor's degree from Tennessee State A&I University where he was inducted into the Alpha Theta Chapter of Kappa Alpha Psi Fraternity, Inc., and maintained lifetime membership. He matriculated to Northeastern Illinois University in Chicago where he received a master's degree in education that prepared him for a 35-year career with the Chicago Public Schools; and

WHEREAS, Charlie taught at Mason Upper Grade Center, and later transitioned to high school where he taught at James Bowen High School. He counseled his students concerning owning businesses and buying real estate at an early age. He demonstrated his continuing commitment to the youth of this city by voluntarily tutoring and encouraging them to remain in school to achieve the highest possible level of education while emphasizing discipline, respect of others, and the importance of self-love to all he tutored; and

WHEREAS, Charlie was a devoted member of Shiloh Missionary Baptist Church in Chicago. As a faithful member of the choir and Deacons Ministry, Charlie was well respected by his church family who sought his guidance and counseling as well as his financial support; and

WHEREAS, Known affectionately as "Boot" Allen by the early 1970s, his energetic spirit led him to a successful venture as the owner and operator of the immensely popular "President's Lounge" in the heart of Chicago's South Side on 75<sup>th</sup> Street. It is an establishment in the community known to be frequented by prominent professionals and well-known athletes as well as people from all walks of life and a place to unwind and relax in the company of good friends and acquaintances. According to the *Chicago Tribune* feature article in September of 2003, President's Lounge is truly a local joint where everybody knows your name like the fictional "Cheers"; and

WHEREAS, "Boot" Allen wanted to give back to his community through various venues by helping students graduating from high school. He started the Liquor Association Scholarship Fund, a foundation he established with other local bar owners in the Chicagoland area. Students applied annually and were given a thousand-dollar scholarship to the university of their choice. Each year in August, the recipients were presented with the scholarships at the Liquor Association's Annual Scholarship Gala, and each year, during the Christmas season, President's Lounge collected "Toys for Tots" to give to the less fortunate; and

WHEREAS, "Boot" Allen had a very generous spirit who could see potential in his students as well as the young men and women in the neighborhood whom he would mentor. To this date, his former students tell his family how he is the reason they have been successful as well as how great and positive an influence he has had on their lives; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which allows erection of honorary street-name designations, the Commissioner of the Chicago Department of Transportation shall take the necessary action for the standardization of East 75<sup>th</sup> Street, between South Champlain Avenue and South Langley Avenue, as "Honorary Charlie 'Boot' Allen Way".

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

---

*6100 Block Of N. McVicker Ave., From W. Matson Ave. To N. Indian Rd., To Be Known As "James (Jimmy) Cummings Way".*

[O2022-2149]

*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 6100 block of North McVicker Avenue, from West Matson Avenue to North Indian Road, as "James (Jimmy) Cummings Way".

SECTION 2. The ordinance shall take effect upon its passage and publication.

---

*W. Grenshaw St., From S. Central Park Ave. To S. Homan Ave., To Be Known As "Shirley Deer Way".*

[O2022-2473]

WHEREAS, Shirley Deer, nee Calyen, was born August 4, 1947; and

WHEREAS, On September 2, 1967, she married Herman Deer; and

WHEREAS, Shirley Deer has three sons, Reginald Deer, Dennis Deer and Darryl Deer; and

WHEREAS, Shirley Deer was a longtime resident of the Lawndale community and a beloved mother, wife, sister and friend to many; and

WHEREAS, Shirley Deer tirelessly served the Lawndale community and many other civil organizations; and

WHEREAS, Shirley Deer passed away on June 22, 1995, at the age of 47; and

WHEREAS, August 4, 2022, would have been Shirley Deer's 75<sup>th</sup> birthday; and

WHEREAS, An honorary sign for Shirley Deer is a fitting tribute to her life and the impact she made on her family and her community; now, therefore,

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, the Commissioner of Transportation shall take the necessary action for the standardization of West Grenshaw Street, from South Central Park Avenue to South Homan Avenue (3400 to 3558 West Grenshaw Street), as "Shirley Deer Way".

SECTION 2. This ordinance shall be in full force and effect upon its passage and publication.

---

*S. Leamington Ave., From W. 44<sup>th</sup> St. To W. 45<sup>th</sup> St., To Be Known As "Ronald Everette McKee, Sr. Way".*

[O2022-2439]

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

SECTION 1. Pursuant to Section 2-8-040 of the Municipal Code of Chicago, which permits the erection of honorary street-name designations, the Commissioner of Transportation shall take all necessary action for the standardization of South Leamington Avenue, from West 44<sup>th</sup> Street to West 45<sup>th</sup> Street, as "Ronald Everette McKee, Sr. Way".

SECTION 2. This ordinance shall take effect upon passage and publication.

**COMMITTEE ON ZONING, LANDMARKS  
AND BUILDING STANDARDS.**

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**APPOINTMENT OF JONATHAN E. FAIR AS MEMBER OF COMMISSION ON  
CHICAGO LANDMARKS.**

[A2022-124]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

Page 13 contains a fee waiver for the historical landmark property located at 1100 East Hyde Park Boulevard.

Page 13 further contains various large signs over 100 square feet in area and 24 feet above grade in the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 32<sup>nd</sup>, 42<sup>nd</sup>, 45<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for approval of the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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APPOINTMENT OF CLAUDETTE SOTO AS MEMBER OF CHICAGO PLAN COMMISSION.

[A2022-117]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

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I hereby move for approval of the appointment of Claudette Soto as a member of the Chicago Plan Commission.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Claudette Soto as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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#### APPOINTMENT OF DANIELLE TILLMAN AS MEMBER OF CHICAGO PLAN COMMISSION.

[A2022-116]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

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Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

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I hereby move for approval of the appointment of Danielle Tillman as a member of the Chicago Plan Commission.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed appointment of Danielle Tillman as a member of the Chicago Plan Commission was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

**REAPPOINTMENT OF RICHARD L. TOLLIVER AS MEMBER OF COMMISSION ON CHICAGO LANDMARKS.**

[A2022-125]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

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I hereby move for approval of the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the committee's recommendation was *Concurred In* and the said proposed reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks was *Approved* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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AMENDMENT OF MUNICIPAL CODE BY DELETING TITLE 14N, 2019 CHICAGO ENERGY CONSERVATION CODE, AND REPLACING WITH NEW TITLE 14N, 2022 CHICAGO ENERGY TRANSFORMATION CODE.

[SO2022-2008]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

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I hereby move for passage of the substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman 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:**

This ordinance is organized into 3 Articles, as follows:

- Article I: 2022 Chicago Energy Transformation Code
- Article II: Correlating Amendments
- Article III: Effective Date

**ARTICLE I.**  
**2022 CHICAGO ENERGY TRANSFORMATION CODE**

**SECTION 1.** The Municipal Code of Chicago is hereby amended by repealing Title 14N (the 2019 Chicago Energy Conservation Code) in its entirety and replacing it, as follows:

**TITLE 14N 2022 ENERGY TRANSFORMATION CODE**

**PART I – COMMERCIAL PROVISIONS**

**CHAPTER 14N-C1 SCOPE AND PURPOSE**

**14N-C1-C001 Adoption of the commercial provisions of the International Energy Conservation Code by reference.**

The commercial provisions of the *International Energy Conservation Code*, 2021 edition, second printing, and any erratum thereto identified by the publisher (hereinafter referred to as "IECC-CE"), excluding the appendices, are adopted by reference and shall be considered part of the requirements of this title except as modified by the specific provisions of this title.

If a conflict exists between a provision modified by this title and a provision adopted without modification, the modified provision shall control.

**14N-C1-C002 Citations.**

Provisions of IECC-CE which are incorporated into this title by reference may be cited as follows:

14N-C[IECC-CE chapter number]-[IECC-CE section number]

**14N-C1-C003 Global modifications.**

The following modifications shall apply to each provision of IECC-CE incorporated into this title:

1. Replace each occurrence of "*International Building Code*" with "*Chicago Building Code*."

2. Replace each occurrence of "ASME A17.1" or "ASME A17.1/CSA B44" with "the *Chicago Conveyance Device Code*."
3. Replace each occurrence of "NFPA 70" with "the *Chicago Electrical Code*."
4. Replace each occurrence of "*International Fire Code*" with "*Chicago Fire Prevention Code*."
5. Replace each occurrence of "*International Fuel Gas Code*" with "*Chicago Fuel Gas Code*."
6. Replace each occurrence of "*International Mechanical Code*" with "*Chicago Mechanical Code*."
7. Replace each occurrence of "*International Plumbing Code*" with "*Chicago Plumbing Code*."
8. Replace each occurrence of "*International Existing Building Code*" with "*Chicago Building Rehabilitation Code*."
9. Replace each occurrence of "*International Property Maintenance Code*" with "*Chicago Minimum Requirements for Existing Buildings*."
10. Replace each occurrence of "*code official*" or "code official" with "*building official*."

#### 14N-C1-C100 Chapter C1.

The provisions of Chapter 1 of IECC-CE are not adopted. The following is adopted as Chapter C1:

#### **"CHAPTER C1 SCOPE AND PURPOSE**

##### **C101 GENERAL**

###### **C101.1 Title.**

This Part I of Title 14N of the Municipal Code of Chicago shall be known as the *Chicago Energy Transformation Code—Commercial Provisions*, hereinafter referred to as "this code."

###### **C101.2 Scope.**

This code applies to *commercial buildings*, the *building site* and associated systems and equipment.

**Exception:** *Temporary buildings other than conditioned construction trailers.*

###### **C101.3 Intent.**

The intent of this code is to regulate the design and construction of *commercial buildings* for the effective use and conservation of energy over the useful life of each *building* and for the reduction of carbon emissions caused by use and occupancy of *buildings* built and renovated under this code. This code is intended to provide flexibility to allow the use of innovative and cost-effective approaches and techniques to achieve these

objectives. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

**C101.4 Compliance.**

*Commercial buildings* shall meet the requirements of this code. *Residential buildings* shall meet the requirements of the *Chicago Energy Transformation Code—Residential Provisions*.

**C101.4.1 Mixed commercial and residential buildings.**

Where a *building* includes both *commercial building* and *residential building* portions, each portion shall be separately considered and meet applicable requirements of this code and the *Chicago Energy Transformation Code—Residential Provisions*.

**C101.4.2 Evidence of compliance.**

The *building official* may designate specific computer software, worksheets, forms, compliance manuals and other similar materials as providing evidence of compliance with the requirements of this code.

**C102 CONSTRUCTION DOCUMENTS**

**C102.1 General.**

Construction documents shall comply with the *Chicago Construction Codes Administrative Provisions*, including specifically Section 14A-4-411.3.13.”

**CHAPTER 14N-C2 DEFINITIONS**

**14N-C2-C201 General.**

The provisions of Section C201 of IECC-CE are not adopted. The following is adopted as Section C201:

**“C201 GENERAL**

**C201.1 Definitions.**

The definitions in Section C202 shall apply to italicized words throughout this code except where specifically limited to a particular chapter or section. Unless the context requires otherwise, the definitions in Section C202 shall also apply to non-italicized words throughout this code.

**C201.2 Interchangeability.**

Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

**C201.3 Words defined in other codes.**

Where non-italicized words are not defined in this code and are defined in the *Chicago Construction Codes Administrative Provisions*, *Chicago Building Code*, *Chicago Conveyance Device Code*, *Chicago Electrical Code*, *Chicago Fire Prevention Code*, *Chicago Fuel Gas Code*, *Chicago Mechanical Code*, *Chicago Energy Transformation Code—Residential Provisions*, *Chicago Plumbing Code*, *Chicago Building Rehabilitation*

*Code*, or *Chicago Minimum Requirements for Existing Buildings*, such words shall have the meanings ascribed to them in those codes unless the context requires otherwise.

**C201.4 Words not defined.**

Where italicized words are not defined in Section C202 or non-italicized words are not defined in Section C202 or any of the codes referenced in Section C201.3, such words shall have the meaning given in the latest edition of Merriam-Webster's Collegiate Dictionary as the context implies."

**14N-C2-C202 Definitions.**

The provisions of Section C202 of IECC-CE are adopted by reference with the following modifications:

1. Revise the definition of "addition" to read:

**"ADDITION (for this code only).** An extension or increase in the *conditioned floor area*, number of *stories above grade plane* or *building height* of an *existing building*."

2. Revise the definition of "alteration" to read:

**"ALTERATION.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."

3. Revise the definition of "approved" to read:

**"APPROVED.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*."

4. Revise the definition of "approved agency" to read:

**"APPROVED AGENCY.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*."

5. Revise the definition of "building" to read:

**"BUILDING.** As defined in Chapter 2 of the *Chicago Building Code*."

6. Insert the following definitions:

**"BUILDING HEIGHT.** As defined in Chapter 2 of the *Chicago Building Code*.

**BUILDING OFFICIAL.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*."

7. Revise the definition of "building thermal envelope" to read:

**"BUILDING THERMAL ENVELOPE.** The *exterior walls*, floors, ceilings, roofs and any other building element assemblies that enclose *conditioned space* or provide a boundary between *conditioned space* and exempt or unconditioned space."

8. Delete the definition of "captive key override."

9. Revise the definition of "change of occupancy" to read:

**"CHANGE OF OCCUPANCY.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code.*"

10. Insert the following definitions:

**"CHICAGO BUILDING CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO BUILDING REHABILITATION CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO CONSTRUCTION CODES.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO CONSTRUCTION CODES ADMINISTRATIVE PROVISIONS.** Title 14A of the Municipal Code of Chicago.

**CHICAGO CONVEYANCE DEVICE CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO ELECTRICAL CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO ENERGY TRANSFORMATION CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**Chicago Energy Transformation Code—Commercial Provisions.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**Chicago Energy Transformation Code—Residential Provisions.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO FIRE PREVENTION CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO FUEL GAS CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO MECHANICAL CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO MINIMUM REQUIREMENTS FOR EXISTING BUILDINGS.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO PLUMBING CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO ZONING ORDINANCE.** Title 17 of the Municipal Code of Chicago."

11. Delete the definition of "code official."

12. Revise the definition of "computer room" to read:

**"COMPUTER ROOM.** A room whose primary function is to house equipment for the processing and storage of electronic data which has a design total *information technology equipment (ITE)* equipment power density less than or equal to 20 watts per square foot (20 watts per 0.092 m<sup>2</sup>) of *conditioned floor area* or a design total *ITE* equipment load less than or equal to 10 kW."

13. Revise the definition of "dwelling unit" to read:

**"DWELLING UNIT.** As defined in Chapter 2 of the *Chicago Building Code.*"

14. Revise the definition of "energy simulation tool" to read:

**"ENERGY SIMULATION TOOL.** A software program or calculation-based methodology that projects the annual energy use of a *building.*"

15. Insert the following definition:

**"ENERGY STORAGE SYSTEM (ESS).** One or more devices, assembled together, capable of storing energy in order to supply electrical energy at a future time."

16. Insert the following definition:

**"EXISTING BUILDING.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code.*"

17. Revise the definition of "exterior wall" to read:

**"EXTERIOR WALL.** A wall that is either an *above-grade wall* or *below-grade wall.*"

18. Insert the following definition:

**"FENESTRATION AREA.** The total area of the *fenestration* measured using the rough opening and including the glazing, sash and frame. For doors where the glazed vision area is less than 50% of the door area, the fenestration area is the glazed vision area. For all other doors, the fenestration area is measured using the rough opening and including the slab and the frame."

19. Revise the definition of "floor area, net" to read:

**"FLOOR AREA, NET.** As defined in Chapter 2 of the *Chicago Building Code.*"

20. Insert the following definition:

**"FUEL GAS.** A natural gas, manufactured gas, liquefied petroleum gas or mixture of any of these gases."

21. Revise the definition of "greenhouse" to read:

**"GREENHOUSE.** As defined in Chapter 2 of the *Chicago Building Code.*"

22. Insert the following definition:

**"GRID-INTEGRATED CONTROL.** An *automatic* control that can receive and automatically respond to demand response requests from and send information back to a utility, electrical system operator or third-party demand response program provider."

23. Delete the definition of "Group R."

24. Revise the definition of "historic building" to read:

**"HISTORIC BUILDING.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code.*"

25. Insert the following definition:

**"INSULATED SIDING.** A type of *continuous insulation* with manufacturer-installed insulating material having an *R-value* of not less than R-2 as an integral part of the cladding product."

26. Revise the definition of "labeled" to read:

**"LABELED.** As defined in Chapter 2 of the *Chicago Building Code.*"

27. Revise the definition of "listed" to read:

**"LISTED.** As defined in Chapter 2 of the *Chicago Building Code.*"

28. Revise the definition of "low-sloped roof" to read:

**"LOW-SLOPED ROOF.** As defined in Chapter 2 of the *Chicago Building Code.*"

29. Revise the definition of "networked guestroom control system" to read:

**"NETWORKED GUESTROOM CONTROL SYSTEM.** A control system, with access from the front desk or other central location associated with a Group R-1 occupancy, that is capable of identifying the rented and unrented status of each *sleeping unit* according to a timed schedule and controlling HVAC in each *sleeping unit* separately."

30. Revise the definition of "on-site renewable energy" to read:

**"ON-SITE RENEWABLE ENERGY.** Energy from *renewable energy resources* harvested at the *building site.*"

31. Insert the following definition:

**"PHOTOSYNTHETIC PHOTON EFFICACY (PPE).** A photosynthetic photon flux divided by input electric power in units of micromoles per second per watt, or micromoles per joule as defined by ANSI/ASABE S640."

32. Revise the definition of "registered design professional" to read:

**"REGISTERED DESIGN PROFESSIONAL.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*"

33. Revise the definition of "renewable energy resources" to read:  
**"RENEWABLE ENERGY RESOURCES.** Energy derived from solar radiation, wind, waves, tides, *biogas*, *biomass* or extracted from fluid or steam heated within the earth."
34. Revise the definition of "repair" to read:  
**"REPAIR.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
35. Revise the definition of "reroofing" to read:  
**"REROOFING.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
36. Revise the definition of "residential building" to read:  
**"RESIDENTIAL BUILDING (for this code only).** Group R-2, R-3, R-4 and R-5 occupancies with no more than four *stories above grade plane*."
37. Revise the definition of "roof assembly" to read:  
**"ROOF ASSEMBLY.** As defined in Chapter 2 of the *Chicago Building Code*."
38. Revise the definition of "roof recover" to read:  
**"ROOF RECOVER.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
39. Revise the definition of "roof repair" to read:  
**"ROOF REPAIR.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
40. Revise the definition of "roof replacement" to read:  
**"ROOF REPLACEMENT.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
41. Insert the following definition:  
**"SKYLIGHT.** See "*fenestration*."
42. Revise the definition of "sleeping unit" to read:  
**"SLEEPING UNIT.** As defined in Chapter 2 of the *Chicago Building Code*."
43. Insert the following definition:  
**"SOLAR-READY ZONE.** A section of the roof deck designated and reserved for the future installation of a solar photovoltaic or solar thermal system."
44. Insert the following definition:  
**"STORY ABOVE GRADE PLANE.** As defined in Chapter 2 of the *Chicago Building Code*."

45. Insert the following definition:
- "TEMPORARY.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*"
46. Insert the following definitions:
- "THERMAL RESISTANCE.** See "*R-value (thermal resistance).*"
- THERMAL TRANSMITTANCE.** See "*U-factor (thermal transmittance).*"
47. Revise the definition of "vegetative roof" to read:
- "VEGETATIVE ROOF.** As defined in Chapter 2 of the *Chicago Building Code.*"
48. Revise the definition of "ventilation" to read:
- "VENTILATION.** As defined in Chapter 2 of the *Chicago Building Code.*"
49. Insert the following definition:
- "VERTICAL FENESTRATION.** See "*fenestration.*"

## CHAPTER 14N-C3 GENERAL REQUIREMENTS

### 14N-C3-C301 Climate zone.

The provisions of Section C301 of IECC-CE are not adopted. The following is adopted as Section C301:

#### **"C301 CLIMATE ZONE**

##### **C301.1 General.**

*Climate zone 5A* shall be used to determine the applicable requirements in Chapter 4."

### 14N-C3-C302 Design conditions.

The provisions of Section C302 of IECC-CE are adopted by reference without modification.

### 14N-C3-C303 Materials, systems and equipment.

The provisions of Section C303 of IECC-CE are adopted by reference with the following modifications:

1. Revise Section C303.1.1 by replacing "insulated siding" with "*insulated siding.*"
2. Revise Section C303.1.4.1 by replacing "insulated siding" with "*insulated siding.*"
3. Revise Section C303.2.1 by replacing "basement walls, crawl space walls" with "*below-grade walls, crawl space walls.*"

## CHAPTER 14N-C4 COMMERCIAL ENERGY EFFICIENCY

**14N-C4-C401 General.**

The provisions of Section C401 of IECC-CE are adopted by reference with the following modifications:

1. Revise Section C401.1 by replacing "commercial" with "*commercial*."
2. Revise Section C401.2 and its subsections to read:

**"C401.2 Application.**

*Commercial buildings* shall comply with Chapter C6 and either Section C401.2.1, C401.2.2, C401.2.3 or C401.2.4.

**C401.2.1 Chicago Energy Transformation Code.**

*Commercial buildings* shall comply with one of the following:

1. Prescriptive Compliance. The Prescriptive Compliance option requires compliance with Sections C402 through C406 and Section C408. *Dwelling units and sleeping units* in Group R-2 occupancies without systems serving multiple units shall be deemed to be in compliance with this chapter, provided that they comply with Section R406.
2. Total Building Performance. The Total Building Performance option requires compliance with Section C407.

**Exception:** *Additions, alterations, repairs and changes of occupancy to existing buildings* complying with Chapter C5.

**C401.2.2 ASHRAE 90.1.**

*Commercial buildings* shall comply with the requirements of ANSI/ASHRAE/IESNA 90.1.

**C401.2.3 Phius certification.**

*Commercial buildings* shall obtain certification in accordance with Sections 401.2.3.1 and 403.2.3.2.

**C401.2.3.1 Construction documents.**

The construction documents submitted to the *building official* shall establish that the project is eligible for certification in accordance with the *PHIUS Passive Building Standard Certification Guidebook*, including all co-requisite programs applicable to the project type. Such documentation shall include:

1. A design certification letter issued by an *approved* third-party certification organization.
2. A list of compliance features.

**C401.2.3.2 Certification.**

Within 180 days of project completion, as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as

applicable in accordance with the *Chicago Construction Codes Administrative Provisions*, the owner shall submit to the *building official* a written certification establishing that the project has been certified in accordance with the *PHIUS Passive Building Standard Certification Guidebook*, including all co-requisite programs applicable to the project type.

**C401.2.4 National Green Building Standard certification.**

Eligible *commercial buildings* shall obtain certification in accordance with Sections 401.2.4.1 and 401.2.4.2.

**C401.2.4.1 Construction documents.**

The construction documents submitted to the *building official* shall establish that the project is eligible for certification at the gold or emerald level in accordance with ICC 700. Such documentation shall include:

1. Evidence that the project has been registered with an *approved* third-party certification organization that certifies compliance with ICC 700.
2. Evidence that the project, as designed, is eligible for certification at the gold or emerald level.
3. A list of compliance features.

**C401.2.4.2 Certification.**

Within 180 days of project completion, as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable in accordance with the *Chicago Construction Codes Administrative Provisions*, the owner shall submit to the *building official* a written certification that the project has achieved certification at the gold or emerald level under ICC 700. The written certification shall be issued by an *approved* third-party certification organization."

3. Revise Section C401.3 by replacing "an *approved party*" with "the builder."
4. Revise Section C401.3, item 1, by replacing "*basement walls, crawl space walls*" with "*below-grade walls, crawl space walls.*"

**14N-C4-C402 Building envelope requirements.**

The provisions of Section C402 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "above-grade wall," "air barrier," "air curtain," "below-grade wall," "building thermal envelope," "commercial building," "conditioned space," "continuous insulation," "daylight responsive control," "daylight zone," "dwelling unit," "dynamic glazing," "enclosed space," "entrance door," "equipment room," "exterior wall," "fenestration," "fenestration area," "greenhouse," "infiltration," "internal curtain system," "net floor area," "opaque doors," "roof assembly," "rooftop monitor," "skylight," "sleeping

- unit," "solar heat gain coefficient (SHGC)," "testing unit enclosure area," "thermostat," "vertical fenestration," "visible transmittance (VT)," "walk-in cooler," and "walk-in freezer."
2. Revise Section C402.1 by deleting item 2 and replacing "skylight area" with "*skylight fenestration area*."
  3. Revise the exception to Section C402.1.1.1, item 1 by replacing "Low energy" with "Low-energy."
  4. Revise Section C402.1.2 by deleting item 5 and revising item 4 to read:  
"Have an average wall and roof *U*-factor less than 0.200."
  5. Revise Section C402.1.3 by replacing each "*Group R*" with "Group R."
  6. Revise Table C402.1.3 by deleting all columns except "5 and Marine 4," deleting "and Marine 4," and deleting footnote c.
  7. Revise Section C402.1.4 by replacing each "*Group R*" with "Group R."
  8. Revise Table C402.1.4 by deleting all columns except "5 and Marine 4," deleting "and Marine 4," replacing "permitted" with "allowed" in footnote b, and deleting "in Climate Zones 0 through 6 and less than or equal to 0.36 in Climate Zones 7 and 8" in footnote h.
  9. Revise Section C402.1.4.2 to read:  
**"C402.1.4.2 Thermal resistance of cold-formed steel assemblies.**  
*U*-factors of walls with cold-formed steel framed ceilings and walls shall be allowed to be determined in accordance with AISI S250 as modified herein.
    1. Where the steel-framed wall contains no *cavity insulation* and uses *continuous insulation* to satisfy the *U*-factor maximum, the steel-framed wall member spacing is allowed to be installed at any on-center spacing.
    2. Where the steel-framed wall contains framing at 24 inches (600 mm) on center with a 23% framing factor or framing at 16 inches (400 mm) on-center with a 25% framing factor, the next lower framing member spacing input values shall be used when calculating using AISI S250.
    3. Where the steel-framed wall contains less than 23% framing factors the AISI S250 shall be used without any modifications.
    4. Where the steel-framed wall contains other than standard C-shape framing members the AISI S250 calculation option for other than standard C-shape framing is allowed to be used."
  10. Delete Equation 4-1.
  11. Delete Table C402.1.4.2.
  12. Revise Section C402.2.2 by replacing "permitted" with "allowed."

13. Revise the exceptions to Section C402.2.3 by replacing each "permitted" with "allowed."
14. Revise Section C402.2.5 by replacing each "below-grade exterior walls" with "*below-grade walls.*"
15. Insert a new Section C402.2.8 to read:

**"C402.2.8 Balconies and parapets.**  
See Section C605."

16. Revise Section C402.3 and its subparts to read:

**"C402.3 Roof solar reflectance.**  
See Section 1515 of the *Chicago Building Code.*"

17. Delete Table C402.3.
18. Delete Equation 4-3.
19. Revise Table C402.4 by deleting all columns except "5 and Marine 4," deleting "and Marine 4," and deleting "NR = No Requirement."
20. Revise Section C402.4.1 by replacing "skylight area" with "*skylight fenestration area.*"
21. Revise Section C402.4.1.1 to read:

**"C402.4.1.1 Increased vertical fenestration area with daylight responsive controls.**  
Not more than 40 percent of the gross *above-grade wall area* shall be *vertical fenestration*, provided that all of the following requirements are met:

1. In *buildings with no more than two stories above grade plane*: not less than 50 percent of the *net floor area* is within a *daylight zone*.
2. In *buildings with three or more stories above grade plane*: not less than 25 percent of the *net floor area* is within a *daylight zone*.
3. *Daylight responsive controls* are installed in *daylight zones*.
4. *Visible transmittance (VT) of vertical fenestration* is not less than 1.1 times *solar heat gain coefficient (SHGC)*.

**Exception:** *Fenestration* that is outside the scope of NFRC 200 is not required to comply with Item 4."

4. Revise Section C402.4.1.2 by replacing "*toplit*" with "*toplit.*"
5. Insert a new Section C402.4.1.3 and Equations 4-3a through 4-3d to read:

**"C402.4.1.3 Orientation.**

The *fenestration area for vertical fenestration* shall comply with either equations 4-3a and 4-3b or 4-3c and 4-3d.

**Exceptions:**

1. Buildings with shade on 75% of the east- and west-oriented *vertical fenestration area* from permanent projections, *existing buildings*, existing permanent infrastructure, or topography at 9 a.m. and 3 p.m., respectively, on the summer solstice (June 21).
2. *Alterations* and *additions* with no increase in *vertical fenestration area*.
3. Buildings where the west-oriented and east-oriented *vertical fenestration area* does not exceed 20% of the gross wall area for each of those facades and the actual SHGC for vertical fenestration on those facades is no greater than 90% of the maximum specified in Table C402.4.

$$A_w \leq (A_t)/4 \quad \text{(Equation 4-3a)}$$

$$A_e \leq (A_t)/4 \quad \text{(Equation 4-3b)}$$

$$A_w \times \text{SHGC}_w \leq (A_t \times \text{SHGC}_c)/5 \quad \text{(Equation 4-3c)}$$

$$A_e \times \text{SHGC}_e \leq (A_t \times \text{SHGC}_c)/5 \quad \text{(Equation 4-3d)}$$

where:

$A_e$  = The *fenestration area* of east-oriented *vertical fenestration* (oriented within 45 degrees of true east to the south and within 22.5 degrees of true east to the north) in square feet.

$A_w$  = The *fenestration area* of west-oriented *vertical fenestration* (oriented within 45 degrees of true west to the south and within 22.5 degrees of true west to the north) in square feet.

$A_t$  = The total *fenestration area* of *vertical fenestration* in square feet, measured using the rough opening and including the glazing, sash and frame.

$\text{SHGC}_c$  = Maximum allowed SHGC from Table C402.4.

$\text{SHGC}_e$  = Actual SHGC for east-oriented *vertical fenestration*.

$\text{SHGC}_w$  = Actual SHGC for west-oriented *vertical fenestration*.

6. Revise Section C402.4.2 by replacing each "*toplit*" with "toplit."
7. Revise the exception to Section C402.4.2 by deleting item 1 and replacing "*sidelit*" with "sidelit."
8. Revise Section C402.4.3.1 to read:

"*Skylights* shall be allowed a maximum SHGC of 0.60 where located above *daylight zones* provided with *daylight responsive controls*."

9. Revise Section C402.4.3.2 to read:

"Where *skylights* are installed above *daylight zones* provided with *daylight responsive controls*, a maximum *U-factor* of 0.75 shall be allowed."
10. Revise Sections C402.4.3.3 and C402.4.3.4 by replacing "permitted" with "allowed."
11. Revise Section C402.4.4 by replacing "*toplit*" with "toplit."
12. Revise Section C402.4.5.2 to read:

"Opaque nonswinging doors that are horizontally hinged sectional doors with a single row of fenestration shall have an assembly *U-factor* less than or equal to 0.440, provided that the *fenestration area* is not less than 14 percent and not more than 25 percent of the total door area."
13. Delete the exception to Section C402.5.1.
14. Revise Section C402.5.1.1 by replacing "*continuous*" with "continuous" and "in places and changes in" with "at joints between dissimilar."
15. Delete all exceptions to Section C402.5.1.2.
16. Revise Table C402.5.4 by replacing "High-speed doors" with "High speed doors."
17. Revise the first sentence of Section C402.5.5 to read:

"Where combustion air is supplied through openings in an *exterior wall* to a room or space containing a space-conditioning fuel-burning appliance, one of the following shall apply:"
18. Revise the exception to Section C402.5.9 by replacing "Exceptions:" with "Exception:" and deleting item 1.
19. Revise exception 2 to Section C402.5.11 by deleting "where approved by the *code official*."

#### **14N-C4-C403 Building mechanical systems.**

The provisions of Section C403 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "air curtain," "air economizer," "boiler system," "computer room," "data center system," "demand control ventilation," "duct system," "embedded fan," "enthalpy recovery ratio," "fan array," "fan brake horsepower," "fan energy index," "fan nameplate electrical input power," "fan system design condition," "fault detection and diagnostics system," "fault detection and diagnostics (FDD) system," "large-diameter ceiling fan," "nameplate horsepower," "radiant heating system," "thermostat," "ventilation air," "walk-in cooler," "walk-in freezer," and "water economizer."

2. Revise items 1 and 2 in Section C403.1.2 to read:
  1. Replace design mechanical load component (MLC) values specified in Table 6.2.1.1 of ASHRAE 90.4 with 0.22.
  2. Replace annualized MLC values specified in Table 6.2.1.2 of ASHRAE 90.4 with 0.17."
3. Delete Tables C403.1.2(1) and C403.1.2(2).
4. Revise Table C403.3.2(5) by deleting rows applicable to "outside the US."
5. Revise Table C403.3.2(6), footnote g, by replacing "constant" with "continuously."
6. Revise the exception to Section C403.4.3.3.1 by replacing "permitted" with "allowed."
7. Revise Section C403.4.3.3.2 by deleting "in Climate Zones 3 through 8."
8. Revise Section C403.4.4, item 3.2 by replacing "indicated in Table C403.4.4 based on the climate zone and system served" with "of 7.5 horsepower (5.6 kW) or greater."
9. Delete Table C403.4.4.
10. Revise Section C403.5 by replacing "air or water economizer" with "air economizer or water economizer" and each "Group R" with "Group R."
11. Revise the exception to Section C403.5 by replacing "Exceptions:" with "Exception:" and deleting items 1 and 5.
12. Revise Table C403.5(1) by deleting all rows except for climate zone 5A.
13. Delete Table C403.5(2).
14. Revise the exception to Section C403.5.3.2 by replacing "permitted" with "allowed."
15. Revise Table C403.5.3.3 by deleting all rows except for climate zone 5A and deleting footnote a.
16. Revise Section C403.6.5 by deleting "in Climate Zones 0B, 1B, 3B, 3C and 4 through 8."
17. Delete exceptions 3, 4 and 5 to Section C403.6.5.
18. Delete Section C403.6.5.1.
19. Revise Section C403.7.1 and its exceptions by replacing each "Table 403.3.1.1" with "Section 403."
20. Revise the title of Section C403.7.4 to read "Energy recovery ventilation systems."
21. Revise Section C403.7.4.1 and its exceptions to read:

**"C403.7.4.1 Nontransient dwelling units.**

*Dwelling units* intended for occupancy by the same persons for more than 30 days shall be provided with outdoor air *energy recovery ventilation systems* with an *enthalpy recovery ratio* of not less than 60 percent at heating design condition."

22. Revise Section C403.7.4.2, excluding its exceptions, to read:

"Where the supply airflow rate of a fan system serving a space other than a *dwelling unit* covered by Section C403.7.4.1 exceeds the values specified in Tables C403.7.4.2(1) and C403.7.4.2(2), the system shall include an *energy recovery ventilation system*. The *energy recovery ventilation system* shall provide an *enthalpy recovery ratio* of not less than 50 percent at design conditions. Where an *air economizer* is required, the *energy recovery ventilation system* shall include a bypass or controls that allow operation of the economizer as required by Section C403.5."

23. Revise the exception to Section C403.7.4.2 by replacing "*energy recovery systems*" with "*energy recovery ventilation systems*" in item 1 and deleting items 5 and 6.
24. Revise Table C403.7.4.2(1) by deleting all rows except for climate zone 5A and by deleting "NR = Not Required."
25. Revise Table C403.7.4.2(2) by deleting all rows except for climate zone 5A.
26. Revise Section C403.7.6 by replacing "Group R-1 buildings" with "Group R-1 occupancies."
27. Revise the exception to Section C403.7.7, item 1 to read: "In buildings with fewer than three *stories above grade plane*" and deleting item 2.
28. Revise exception 1 to Section C403.8.1 by replacing "permitted" with "allowed."
29. Revise Section C403.8.4 by replacing "permitted" with "allowed."
30. Delete exception 2 to Section C403.10.6.
31. Revise Section C403.12.1 by deleting each "not less than R-8 insulation in *Climate Zones* 0 through 4 and" and each "in *Climate Zones* 5 through 8."
32. Revise Table C403.12.3, footnotes a and c, by replacing each "permitted" with "allowed."
33. Revise Section C403.12.3.1 by replacing "permitted" with "allowed."

**14N-C4-C404 Service water heating.**

The provisions of Section C404 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "demand recirculation water system," "dwelling unit," "heat trap," "on-site renewable energy," and "water heater."

2. Revise Section C404.5.2 by replacing "circulating water systems" with "*circulating hot water systems.*"
3. Revise Section C404.7 by replacing "*Group R*" with "Group R."
4. Revise Section C404.8.3 by deleting "*approved.*"

#### **14N-C4-C405 Electrical power and lighting systems.**

The provisions of Section C405 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "daylight responsive control," "daylight zone," "dwelling unit," "general lighting," "occupant sensor controls," "rooftop monitor," and "time switch control."
2. Throughout the body of each provision of this section, reset the following terms in non-italic type: "*toplit*" and "*sidelit.*"
3. Revise Section C405.2.1 by replacing "*Occupant sensor controls*" with "*Occupant sensor controls.*"
4. Revise the exception to Section C405.2.1.1 by replacing "permitted" with "allowed."
5. Revise Section C405.2.1.3, item 2, by replacing each "permitted" with "allowed."
6. Revise Section C405.2.2.1, item 6, by replacing "permit" with "allow."
7. Revise the exception to Section C405.2.2.1 by replacing "permitted" with "allowed."
8. Revise the exceptions to Section C405.2.4.1 by replacing each "permitted" with "allowed."
9. Revise Equation 4-10 by replacing "*approved*" with "reliable."
10. Revise Section C405.3.2.2.1, including the exception, by replacing each "permitted" with "allowed."
11. Revise Section C405.4 to read:

#### **"C405.4 Lighting for plant growth and maintenance.**

All permanently installed luminaires used for plant growth and maintenance shall have a *photosynthetic photon efficacy* as defined in accordance with ANSI/ASABE S640 of not less than 1.7  $\mu\text{mol/J}$  for *greenhouses* and 2.2  $\mu\text{mol/J}$  for all other indoor growing spaces.

#### **Exceptions:**

1. Buildings with no more than 40kW of aggregate horticultural lighting load.
2. Cannabis facilities subject to the Cannabis Regulation and Tax Act, 410 ILCS 705."

12. Revise Section C405.5.3 to read:  
**"C405.5.3 Gas lighting.**  
 See Section C606."
13. Revise Section C405.6 by replacing "Group R-2 building" with "Group R-2 occupancy."
14. Revise Section C405.7 by replacing "Low-voltage dry-type distribution electric transformers" with "*Low-voltage dry-type distribution transformers.*"
15. Revise Section C405.9.2 by replacing "permitted" with "allowed" and deleting "and applicable local code."
16. Revise exception 3 to Section C405.11.1 by replacing "permitted" with "allowed."
17. Revise Section C405.12.2 by deleting "*approved*" and by replacing "permitted" with "allowed."
18. Revise Table C405.12.2 by replacing "permitted" with "allowed."
19. Revise Section C405.12.3 by replacing each "permitted" with "allowed."

#### 14N-C4-C406 Additional efficiency requirements.

The provisions of Section C406 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "dwelling unit," "fault detection and diagnostics system," "fault detection and diagnostics (FDD) system," "general lighting," "infiltration," "on-site renewable energy," "service water heating," "sleeping unit," and "water heater."
2. Revise Section C406.1 by inserting items 12 and 13 to read:  
  - "12. *Grid-integrated controls* for HVAC and more efficient HVAC performance in accordance with Sections C406.2 and C406.13.
  13. *Grid-integrated controls* for water heating and high-efficiency *service water heating* in accordance with Sections C406.7 and C406.14."
3. Revise Tables C406.1(1) through C406.1(5) to read:

**"TABLE C406.1(1)  
 ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP B OCCUPANCIES**

SECTION	CREDIT(S)
C406.2.1: 5% heating efficiency improvement <sup>a</sup>	1
C406.2.2: 5% cooling efficiency improvement <sup>a</sup>	2
C406.2.3: 10% heating efficiency improvement <sup>a</sup>	2
C406.2.4: 10% cooling efficiency improvement <sup>a</sup>	4 or Equation 4-12
C406.3: Reduced lighting power	7 or Equation 4-13

C406.4: Enhanced digital lighting controls	2
C406.5: On-site renewable energy	9 or Equation 4-14
C406.6: Dedicated outdoor air	5
C406.7.2: Recovered or renewable water heating	NA
C406.7.3: Efficient fossil fuel water heater	NA
C406.7.4: Heat pump water heater	NA
C406.8: Enhanced envelope performance	10
C406.9: Reduced air infiltration	11
C406.10: Energy monitoring	2
C406.11: Fault detection and diagnostics system	1
C406.12: Efficient commercial kitchen equipment	Equation 4-15
C406.13: Grid integrated HVAC controls	2 <sup>b</sup>
C406.14: Grid integrated water heating controls	1

NA = Not Applicable.

a. Only one type of credit may be claimed for heating efficiency and only one type of credit may be claimed for cooling efficiency.

b. Reduce in accordance with Section C406.13.1.

**TABLE C406.1(2)  
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR  
GROUP R AND I OCCUPANCIES**

SECTION	CREDIT(S)
C406.2.1: 5% heating efficiency improvement <sup>a</sup>	1
C406.2.2: 5% cooling efficiency improvement <sup>a</sup>	1
C406.2.3: 10% heating efficiency improvement <sup>a</sup>	2
C406.2.4: 10% cooling efficiency improvement <sup>a</sup>	1 or Equation 4-12
C406.3: Reduced lighting power	2 or Equation 4-13
C406.4: Enhanced digital lighting controls	NA
C406.5: On-site renewable energy	7 or Equation 4-14
C406.6: Dedicated outdoor air	8
C406.7.2: Recovered or renewable water heating	14
C406.7.3: Efficient fossil fuel water heater	9 <sup>b</sup>
C406.7.4: Heat pump water heater	5
C406.8: Enhanced envelope performance	4
C406.9: Reduced air infiltration	9
C406.10: Energy monitoring	1
C406.11: Fault detection and diagnostics system	1
C406.12: Efficient commercial kitchen equipment	Equation 4-15
C406.13: Grid integrated HVAC controls	3 <sup>c</sup>

C406.14: Grid integrated water heating controls	1
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NA = Not Applicable.

a. Only one type of credit may be claimed for heating efficiency and only one type of credit may be claimed for cooling efficiency.

b. Reduce in accordance with Section C406.4.3.

c. Reduce in accordance with Section C406.13.1.

**TABLE C406.1(3)**  
**ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP E OCCUPANCIES**

SECTION	CREDIT(S)
C406.2.1: 5% heating efficiency improvement <sup>a</sup>	1
C406.2.2: 5% cooling efficiency improvement <sup>a</sup>	1
C406.2.3: 10% heating efficiency improvement <sup>a</sup>	3
C406.2.4: 10% cooling efficiency improvement <sup>a</sup>	2 or Equation 4-12
C406.3: Reduced lighting power	8 or Equation 4-13
C406.4: Enhanced digital lighting controls	2
C406.5: On-site renewable energy	6 or Equation 4-14
C406.6: Dedicated outdoor air	NA
C406.7.2: Recovered or renewable water heating	1
C406.7.3: Efficient fossil fuel water heater	2 <sup>b</sup>
C406.7.4: Heat pump water heater	1
C406.8: Enhanced envelope performance	2
C406.9: Reduced air infiltration	1
C406.10: Energy monitoring	2
C406.11: Fault detection and diagnostics system	1
C406.12: Efficient commercial kitchen equipment	Equation 4-15
C406.13: Grid integrated HVAC controls	4 <sup>c</sup>
C406.14: Grid integrated water heating controls	1

NA = Not Applicable.

a. Only one type of credit may be claimed for heating efficiency and only one type of credit may be claimed for cooling efficiency.

b. Reduce in accordance with Section C406.4.3.

c. Reduce in accordance with Section C406.13.1.

**TABLE C406.1(4)**  
**ADDITIONAL ENERGY EFFICIENCY CREDITS FOR GROUP M OCCUPANCIES**

SECTION	CREDIT(S)
C406.2.1: 5% heating efficiency improvement <sup>a</sup>	2
C406.2.2: 5% cooling efficiency improvement <sup>a</sup>	1
C406.2.3: 10% heating efficiency improvement <sup>a</sup>	3
C406.2.4: 10% cooling efficiency improvement <sup>a</sup>	2 or Equation 4-12
C406.3: Reduced lighting power	12 or Equation 4-13

C406.4: Enhanced digital lighting controls	3
C406.5: On-site renewable energy	7 or Equation 4-14
C406.6: Dedicated outdoor air	2
C406.7.2: Recovered or renewable water heating	NA
C406.7.3: Efficient fossil fuel water heater	NA
C406.7.4: Heat pump water heater	NA
C406.8: Enhanced envelope performance	4
C406.9: Reduced air infiltration	3
C406.10: Energy monitoring	3
C406.11: Fault detection and diagnostics system	1
C406.12: Efficient commercial kitchen equipment	Equation 4-15
C406.13: Grid integrated HVAC controls	3 <sup>p</sup>
C406.14: Grid integrated water heating controls	NA

NA = Not Applicable.

a. Only one type of credit may be claimed for heating efficiency and only one type of credit may be claimed for cooling efficiency.

b. Reduce in accordance with Section C406.13.1.

**TABLE C406.1(5)  
ADDITIONAL ENERGY EFFICIENCY CREDITS FOR OTHER<sup>a</sup> OCCUPANCIES**

SECTION	CREDIT(S)
C406.2.1: 5% heating efficiency improvement <sup>c</sup>	1
C406.2.2: 5% cooling efficiency improvement <sup>c</sup>	1
C406.2.3: 10% heating efficiency improvement <sup>c</sup>	3
C406.2.4: 10% cooling efficiency improvement <sup>c</sup>	2 or Equation 4-12
C406.3: Reduced lighting power	7 or Equation 4-13
C406.4: Enhanced digital lighting controls	2
C406.5: On-site renewable energy	7 or Equation 4-14
C406.6: Dedicated outdoor air	5
C406.7.2: Recovered or renewable water heating <sup>b</sup>	14
C406.7.3: Efficient fossil fuel water heater <sup>b</sup>	9 <sup>d</sup>
C406.7.4: Heat pump water heater <sup>b</sup>	5
C406.8: Enhanced envelope performance	5
C406.9: Reduced air infiltration	6
C406.10: Energy monitoring	2
C406.11: Fault detection and diagnostics system	1
C406.12: Efficient commercial kitchen equipment	Equation 4-15
C406.13: Grid integrated HVAC controls	3 <sup>e</sup>
C406.14: Grid integrated water heating controls	2

NA = Not Applicable.

- a. Other occupancy groups include all groups except Groups B, E, I, M and R.
  - b. For other occupancy groups listed in Section C406.7.1.
  - c. Only one type of credit may be claimed for heating efficiency and only one type of credit may be claimed for cooling efficiency.
  - d. Reduce in accordance with Section C406.4.3.
  - e. Reduce in accordance with Section C406.13.1."
4. Revise the last sentence of Section C406.1.1 to read: "Where the entire building complies using credits from Section C406.5, C406.8, C406.9 or C406.13, tenant spaces shall be deemed to comply with this section."
  5. Revise Section C406.10.2 by deleting "*approved*" and replacing "permitted" with "allowed."
  6. Revise Table C406.10.2 by replacing "permitted" with "allowed."
  7. Revise Section C406.10.3 by replacing each "permitted" with "allowed."
  8. Revise Section C406.12, item 2 to read:  
"Be installed prior to the final ventilation inspection."
  9. Add a new Section C406.13 to read:

**"C406.13 Grid-integrated HVAC controls.**

All thermostatic HVAC controls shall be provided with *grid-integrated controls* capable of the following:

1. Automatically increasing the *zone* operating cooling set points by a minimum of 4°F (2.2°C).
2. Automatically decreasing the *zone* operating heating set points by a minimum of 4°F (2.2°C).
3. Both ramp-up and ramp-down logic to prevent the building peak demand from exceeding that expected without the *grid-integrated control* implementation.

**Exception:** Controls shall not be installed for any *zone* serving a Group E-2, I-1, I-2, I-4 or R-4 occupancy, serving a space subject to cooling requirements in accordance with Section 803 of the *Chicago Minimum Requirements for Existing Buildings* or serving a process where reset of the *zone* temperature setpoint during a demand shed event might disrupt the process, including but not limited to computer rooms, data centers, telecom and private branch exchange (PBX) rooms, and laboratories.

The thermostatic controls shall be capable of performing all other functions provided by the control when the *grid-integrated controls* are not available. Systems with *direct digital control* of individual *zones* reporting to a central control panel shall be capable of remotely complying.

**C406.13.1 Credit reduction.**

If *grid-integrated controls* cannot be installed in a portion of a facility in accordance with the exception to Section C406.13, the credit for this option shall

be reduced in proportion to the gross floor area not served by *grid-integrated controls*.”

10. Add a new Section C406.14 to read:

**“C406.14 Grid integrated water heating controls.**

All electric storage *water heaters* in a building with a total storage tank capacity greater than 37 gallons (140 L) shall be provided with *grid-integrated controls* that comply with ANSI/CTA-2045-B or another *approved grid-integrated control*.”

**14N-C4-C407 Total building performance.**

The provisions of Section C407 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: “air economizers,” “energy cost,” “proposed design,” “service water heating,” “standard reference design,” and “thermostat.”
2. Throughout this section, reset the singular and plural forms of the following terms in non-italic type: “*construction document*,” and “*Group R*.”
3. Revise Section C407.2, item 2 to read:

“An annual *energy cost* that is less than or equal to 80 percent of the annual *energy cost* of the *standard reference design*. Energy prices shall be taken from a reliable source, such as the Department of Energy, Energy Information Administration’s *State Energy Data System Prices and Expenditures* reports. The *building official* shall be allowed to require time-of-use pricing in *energy cost* calculations. The reduction in *energy cost* of the *proposed design* associated with *on-site renewable energy* shall be not more than 5 percent of the total *energy cost*. The amount of renewable energy purchased from off-site sources shall be the same in the *standard reference design* and the *proposed design*.”
4. Revise Table C407.2 by inserting a new row under “Envelope” to read:

“C402.4.1.3 | Fenestration—orientation”
5. Revise Section C407.3.2 by replacing “permitted” with “allowed.”

(Remainder of this page intentionally blank.)

6. Revise Table C407.4.1(1) by replacing the following rows to read:

Vertical fenestration other than opaque doors	Area 1. The proposed vertical fenestration area where the proposed vertical fenestration area is less than 40 percent of above-grade wall area. 2. 40 percent of above-grade wall area where the proposed vertical fenestration area is 40 percent or more of the above-grade wall area. 3. Fenestration orientation shall comply with Section C402.4.1.3.	As proposed
	<i>U</i> -factor: as specified in Table C402.4	As proposed
	1. SHGC: as specified in Table C402.4 2. Fenestration SHGC shall comply with Section C402.4.1.3.	As proposed
	External shading and PF: none	As proposed
Skylights	Area 1. The proposed skylight fenestration area; where the proposed skylight fenestration area is less than that allowed by Section C402.1. 2. The area allowed by Section C402.1; where the proposed skylight fenestration area exceeds that allowed by Section C402.1.	As proposed
	<i>U</i> -factor: as specified in Table C402.4	As proposed
	SHGC: as specified in Table C402.4	As proposed

7. Revise Table C407.4.1(3), footnote e by replacing "permits" with "allows."
8. Revise Section C407.4.2.2 by replacing "permitted" with "allowed."
9. Revise Section C407.4.2.3 by replacing "permitted" with "allowed."
10. Revise Section C407.5 by deleting "approved."
11. Revise Section C407.5.1 to read:  
"Performance analysis tools complying with the applicable subsections of Section C407 and tested according to ASHRAE Standard 140 shall be accepted."
12. Revise Section C407.5.2 by replacing "an approved" with "a reliable."

**14N-C4-C408 Maintenance information and system commissioning.**

The provisions of Section C408 of IECC-CE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "air economizer," "enclosed space," and "nameplate horsepower."
2. Throughout this section, reset the following term in non-italic type: "*construction documents*."
3. Revise Section C408.2 by replacing "permitted" with "allowed."
4. Revise Section C408.2.4.1 by deleting "pursuant to Section C105.2.6."
5. Revise Section C408.2.4.2 by replacing "permitted" with "allowed."
6. Revise Section C408.2.5 to read:

"The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of project completion as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable in accordance with the *Chicago Construction Codes Administrative Provisions*."

7. Revise Section C408.3.1.1 by replacing "permitted" with "allowed."
8. Revise Section C408.3.2 to read:

"The construction documents shall specify that the documents described in this section be provided to the building owner or owner's authorized agent within 90 days of project completion as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable in accordance with the *Chicago Construction Codes Administrative Provisions*."

**CHAPTER 14N-C5 EXISTING BUILDINGS****14N-C5-C501 General.**

The provisions of Section C501 of IECC-CE are adopted by reference with the following modifications:

1. Revise Sections C501.1 and C501.1.1 to read:

**"C501.1 Scope.**

The provisions of this chapter shall control *additions, alterations, repairs, and changes of occupancy* to and relocation of *existing buildings*.

**C501.1.1 Existing buildings.**

Except as specified in this chapter, this code shall not be used to require the

removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an *existing building* or building system lawfully in existence at the time of adoption of this code.”

2. Revise Section C501.2 to read:

**“C501.2 Compliance.**

*Additions, alterations, repairs, and changes of occupancy* to or relocation of *existing buildings* shall comply with Sections C502, C503, C504 and C505 of this code, as applicable, and with the provisions for *alterations, repairs, additions and changes of occupancy* or relocation, respectively, in the other *Chicago Construction Codes*. *Alterations* where unconditioned or low-energy space is changed to *conditioned space* shall comply with Section C502.

**Exception:** *Additions, alterations, repairs or changes of occupancy* complying with ANSI/ASHRAE/IESNA 90.1.”

3. Revise Section C501.3 to read:

“Devices and systems required by this code shall be maintained in conformance to the code edition under which they were installed. The requirements of this chapter shall not provide the basis for removal or abrogation of energy conservation, fire protection or safety systems and devices in *existing buildings*.”

4. Revise Section C501.4 by replacing each “permitted” with “allowed.”

5. Revise Section C501.5 to read:

“Provisions of this code relating to the *repair, alteration, relocation and change of occupancy of existing buildings* shall not be mandatory for *historic buildings* provided that a report has been submitted to the *building official* and signed by a *registered design professional* demonstrating that compliance with that provision would threaten, degrade or destroy the historic form, fabric or function of the *historic building*.”

#### **14N-C5-C502 Additions.**

The provisions of Section C502 of IECC-CE are adopted by reference with the following modifications:

1. Revise Section C502.1 to read:

“*Additions to an existing building* shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portion of the *existing building* to comply with this code. *Additions* shall not create an unsafe or hazardous condition or overload existing building systems. An *addition* shall be deemed to comply with this code if the *addition* alone complies, if the *existing building and addition* comply with this code as a single building or if the *building with the addition* will use no more energy than the *existing building*.”

2. Revise Section C502.2 by replacing “*nonconditioned*” with “unconditioned.”

3. Revise exception 2 to Section C502.2 to read:

"Where the total building performance option in Section C407 is used to comply with this section, the annual *energy cost* of the *proposed design* shall be not greater than 110 percent of the annual *energy cost* otherwise allowed by Section C407.2."

4. Revise Section C502.3.1 to read:

"*Additions* shall comply with the following:

1. Where an *addition* has *vertical fenestration* that results in a total building *vertical fenestration area* less than or equal to that allowed by Section C402.4.1, the *addition* shall comply with Section C402.1.5, C402.4.3 or C407.
2. Where an *addition* has *vertical fenestration* that results in a total building *vertical fenestration area* greater than that allowed by Section C402.4.1, the *vertical fenestration* shall comply with Section C402.4.1.1 for the *addition* only.
3. Where an *addition* has a *vertical fenestration area* greater than that allowed by Section C402.4.1, the *vertical fenestration* shall comply with Section C402.4.1.1 for the *addition* only.
4. Where an *addition* has *vertical fenestration* that results in a total building *vertical fenestration area* exceeding that allowed by Section C402.4.1.1, the *addition* shall comply with Section C402.1.5 or C407."

5. Revise Section C502.3.2 to read:

**"C502.3.2 Skylight area.**

*Additions* shall comply with the following:

1. Where an *addition* has a *skylight fenestration area* that results in a total building *skylight fenestration area* less than or equal to that allowed by Section C402.4.1, the *addition* shall comply with Section C402.1.5 or C407.
2. Where an *addition* has a *skylight fenestration area* that results in a total building *skylight fenestration area* greater than allowed by Section C402.4.1, the *skylights* shall comply with Section C402.4.1.2 for the *addition* only.
3. Where an *addition* has a *skylight fenestration area* greater than that allowed by Section C402.4.1, the *skylights* shall comply with Section C402.4.1.2 for the *addition* only.
4. Where an *addition* has a *skylight fenestration area* that results in a total building *skylight fenestration area* exceeding that allowed by Section C402.4.1.2, the *addition* shall comply with Section C402.1.5 or C407."

6. Revise Section C502.3.3 by replacing "building" with "*existing building's*."

**14N-C5-C503 Alterations.**

The provisions of Section C503 of IECC-CE are adopted by reference with the following modifications:

1. Revise Section C503.1 to read:

**"C503.1 General.**

*Alterations to any existing building shall comply with the requirements of Section C503. Alterations shall be such that the existing building is not less conforming to the provisions of this code than the existing building was prior to the alteration. Alterations to an existing building, building system or portion thereof shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portions of the existing building or building system to comply with this code. Alterations shall not create an unsafe or hazardous condition or overload existing building systems.*

**Exception:** The following *alterations* need not comply with the requirements for new construction, provided that the energy use of the *building* is not increased:

1. Storm windows installed over existing *fenestration*.
2. Surface-applied window film installed on existing *fenestration* assemblies reducing solar heat gain, provided that the code does not require the glazing or *fenestration* to be replaced.
3. Existing ceiling, wall or floor cavities exposed during construction, provided that these cavities are filled with insulation with a *thermal resistance* of at least R-3 per inch. Insulation shall not be required to be added to existing wall cavities for masonry *above-grade walls* where a *registered design professional* indicates in the construction documents that insulation would block air circulation in the cavity and create moisture problems that would potentially lead to differential expansion and contraction.
4. Construction where the existing roof, wall or floor cavity is not exposed.
5. *Roof recover*.
6. *Air barriers* shall not be required for *roof recover* and *roof replacement* where the scope of work does not include *alterations* or *repairs* to the remainder of the building envelope."

2. Revise the exception to Section C503.2 to read:

**"Exception:** Where the *existing building* exceeds the *fenestration area* limitations of Section C402.4.1 prior to *alteration*, the building is exempt from Section C402.4.1 provided that there is not an increase in *fenestration area*."

3. Revise Section C503.2.1 to read:

*"Roof replacements shall comply with Section C402.1.3, C402.1.4, C402.1.5 or C407 where the existing roof assembly is part of the building thermal envelope and contains insulation entirely above the roof deck. In no case shall the thermal resistance (R-value) of the roof insulation be reduced or the thermal transmittance (U-factor) of the roof*

assembly be increased as part of the *roof replacement*. For *low-sloped roofs*, where the required *R-value* cannot be provided due to flashing height limitations presented by existing rooftop conditions that are not being altered, such as HVAC equipment, door or window sill height, parapet height, weep holes, and roof flashing heights not meeting the manufacturer's specifications if reduced, the maximum thickness of insulation compatible with the available space and existing conditions shall be installed. New insulation shall have a minimum *R-value* of R-5 per inch. In no case shall a *roof replacement* reduce the *R-value* of the *roof assembly*."

4. Revise Section C503.2.2 to read:

"The addition of *vertical fenestration* that results in a total building *fenestration area* less than or equal to that specified in Section C402.4.1 shall comply with Section C402.1.5, C402.4.3 or C407. The addition of *vertical fenestration* that results in a total building *fenestration area* greater than Section C402.4.1 shall comply with Section C402.4.1.1 for the space adjacent to the new *fenestration* only. *Alterations* that result in a total building *vertical fenestration area* exceeding that specified in Section C402.4.1.1 shall comply with Section C402.1.5 or C407. Provided that the *vertical fenestration area* is not changed, using the same *vertical fenestration area* in the *standard reference design* as the *building* prior to *alteration* shall be an alternative to using the *vertical fenestration area* specified in Table C407.4.1(1)."

5. Revise the exception to Section C503.2.2.1 by replacing "permitted" with "allowed."

6. Revise Section C503.2.3 to read:

**"C503.2.3 Skylight fenestration area.**

New *skylight fenestration area* that results in a total building *skylight fenestration area* less than or equal to that specified in Section C402.4.1 shall comply with Section C402.1.5, C402.4 or C407. The addition of *skylight fenestration area* that results in a total building *skylight fenestration area* greater than Section C402.4.1 shall comply with Section C402.4.1.2 for the space adjacent to the new *skylights*. *Alterations* that result in a total building *skylight fenestration area* exceeding that specified in Section C402.4.1.2 shall comply with Section C402.1.5 or C407. Provided that the *skylight fenestration area* is not changed, using the same *skylight fenestration area* in the *standard reference design* as the *building* prior to *alteration* shall be an alternative to using the *skylight fenestration area* specified in Table C407.4.1(1)."

7. Revise Section C503.3 by replacing "duct systems" with "*duct systems*."

#### 14N-C5-C504 Repairs.

The provisions of Section C504 of IECC-CE are adopted by reference with the following modifications:

1. Revise Section C504.1 to read:

"*Existing buildings* shall be repaired in compliance with Section C501.3 and this section. Work on nondamaged components that is necessary for the required *repair* of damaged components shall be considered to be part of the *repair* and shall not be subject to the requirements for *alterations* in this chapter. Routine maintenance required by Section

C501.3, *repairs* exempt from *permit* and abatement of wear due to normal service conditions shall not be subject to the requirements for *repairs* in this section.

Where a building was constructed to comply with ANSI/ASHRAE/IESNA 90.1, *repairs* shall comply with the standard and need not comply with Sections C402, C403, C404 and C405."

2. Revise Section C504.2, item 3 to read:

"Air barriers shall not be required to be added as part of *roof repair* where the scope of work does not include *alterations* to the remainder of the building envelope."

#### 14N-C5-C505 Change in use.

The provisions of Section C505 of IECC-CE are not adopted. The following is adopted as Section C505:

##### **"C505 CHANGE IN USE**

###### **C505.1 General.**

Spaces undergoing a change in use that will result in an increase in demand for either fossil fuel or electrical energy and that requires a building permit shall comply with this code. Where the use of a space changes from one use in Table C405.3.2(1) or C405.3.2(2) to another use in Table C405.3.2(1) or C405.3.2(2), the installed lighting wattage shall comply with Section C405.3. Where the space undergoing a change in use is in a building with a *fenestration area* that exceeds the limitations of Section C402.4.1, the space is exempt from Section C402.4.1 provided that there is not an increase in *fenestration area*.

###### **Exceptions:**

1. Where the component performance alternative in Section C402.1.5 is used to comply with this section, the proposed UA shall not be greater than 110 percent of the target UA.
2. Where the total building performance option in Section C407 is used to comply with this section, the annual *energy cost* of the *proposed design* shall not be greater than 110 percent of the annual *energy cost* otherwise allowed by Section C407.3."

#### **CHAPTER 14N-C6 CHICAGO-SPECIFIC REQUIREMENTS—COMMERCIAL**

##### **14N-C6-C600 Chapter C6.**

The following is adopted as Chapter C6 of this code:

**"CHAPTER C6. CHICAGO-SPECIFIC REQUIREMENTS—COMMERCIAL****C601 SCOPE****C601.1 General.**

The provisions of this appendix shall be applicable to *commercial buildings*.

**C601.2 Implementation of certain requirements that exceed the requirements of the 2021 IECC and 2022 Illinois Energy Conservation Code.**

The provisions of Sections C603 through C605 shall be applicable to permits applied for on and after January 1, 2023, in accordance with Section 14A-1-105.9 of the *Chicago Construction Codes Administrative Provisions*.

**C602 RESERVED****C603 SOLAR-READY ROOFS****C603.1 Scope.**

This section shall be applicable for new construction *buildings and additions*.

**Exception:** A new construction *building or addition* with a ground-level footprint of 7,500 square feet (697 m<sup>2</sup>) or less.

**C603.2 General.**

*Solar-ready zones* shall be provided on *low-slope roofs* of *buildings* with a *building height* of 60 feet (18.3 m) or less. *Solar-ready zones* shall comply with Sections C603.3 through C603.10.

**Exceptions:**

1. A *building* with a permanently installed, *on-site renewable energy system*.
2. A roof that will be shaded by existing structures or existing vegetation for more than 50 percent of daylight hours annually, as certified by a *registered design professional* based on calculations.
3. A roof where the incident solar radiation available is not feasible for a solar photovoltaic or solar thermal system, as certified by a *registered design professional* based on analysis.
4. A roof where a *registered design professional* certifies that the *solar-ready zone* area required by Section C603.4 cannot be met because of extensive rooftop equipment, skylights, occupiable rooftop areas, *vegetative roof* areas or similar obstructions.
5. Group H occupancies.

**C603.3 Construction document requirements for a solar-ready zone.**

Construction documents shall indicate the *solar-ready zone*.

**C603.4 Solar-ready zone area.**

The total *solar-ready zone* surface area shall be not less than 40 percent of the available roof area. The available roof area is the horizontally projected gross roof area less areas

covered by skylights, rooftop parking or helipads, occupiable rooftops, *vegetative roof* areas and mandatory *access* or set back areas as required by Section 1204 of the *Chicago Fire Prevention Code*. The *solar-ready zone* shall be either a single area or smaller, separated sub-zone areas. Each sub-zone shall be not less than 5 feet (1524 mm) in width in the narrowest dimension.

**Exception:** A *solar-ready zone* shall not be required if the available roof area is less than 2,000 square feet (186 m<sup>2</sup>).

#### **C603.5 Obstructions.**

*Solar ready zones* shall be free from obstructions, including pipes, vents, ducts, HVAC equipment, *skylights* and roof-mounted equipment.

#### **C603.6 Roof loads and documentation.**

A collateral dead load of not less than 5 pounds per square foot (5 psf) (24.41 kg/m<sup>2</sup>) shall be included in the gravity and lateral design calculations for the *solar-ready zone*. The structural design loads for roof dead load and roof live load shall be indicated on the construction documents.

#### **C603.7 Interconnection pathway.**

Construction documents shall indicate pathways for future routing of conduit or piping from the *solar-ready zone* to the electrical service panel and *energy storage system-ready area* or *service water heating system*.

#### **C603.8 Energy storage system-ready area.**

The floor area of the *energy storage system-ready area* shall be not less than 2 feet (610 mm) in one dimension and 4 feet (1219 mm) in the perpendicular dimension and located in accordance with the *Chicago Fire Prevention Code*. The location and layout diagram of the *energy storage system-ready area* shall be indicated on the construction documents.

#### **C603.9 Electrical service reserved space.**

The main electrical service panel shall have a reserved space to allow installation of a dual-pole circuit breaker for future solar electric and a dual-pole circuit breaker for future *energy storage system* installation. These spaces shall be labeled "For Future Solar Electric and Storage." The reserved spaces shall be positioned at the end of the panel that is opposite from the panel supply conductor connection.

#### **C603.10 Permanent certificate.**

A permanent certificate, indicating the location and dimensions of the *solar-ready zone* and other requirements of this section, shall be posted near the electrical distribution panel, *water heater* or other conspicuous location by the builder.

### **C604 ELECTRIFICATION-READY RESIDENCES**

#### **C604.1 Scope.**

This section shall apply to equipment within *dwelling units* and rooms and spaces provided with domestic cooking appliances shared by the occupants of more than one *dwelling unit* in Group R-2 occupancies that are created through:

1. New construction.

2. *Change of occupancy.*

**Exception:** *Change of occupancy* within Group R.

This section shall not apply to *alterations, additions, repairs or changes of occupancy* to existing Group R occupancies.

**C604.2 Indoor cooking appliances.**

A receptacle outlet served by an individual branch circuit with a minimum rating of 40 amperes shall be installed within 3 feet (914 mm) of each *fuel gas-fired* range, cooktop, oven or other permanently installed indoor cooking appliance. A minimum of 9,600 VA for 240-volt systems or 8,000 VA for 208-volt systems shall be included in feeder and service load calculations.

**C604.3 Domestic clothes dryers.**

A receptacle outlet served by an individual branch circuit with a minimum rating of 30 amperes shall be installed within 3 feet (914 mm) of each *fuel gas-fired* domestic clothes dryer. A minimum of 5,000 VA shall be included in feeder and service load calculations.

**C604.4 Water heaters.**

A receptacle outlet served by an individual branch circuit with a minimum rating of 30 amperes shall be installed within 3 feet (914 mm) of each *fuel gas-fired water heater* serving a single *dwelling unit*. A minimum of 4,500 VA shall be included in feeder and service load calculations.

**C604.4.1 Clear space.**

A clear space that is at least 3 feet (914 mm) by 3 feet (914 mm) by 7 feet (2134 mm) high shall be provided within 3 feet (914 mm) of the installed *fuel gas-fired water heater*.

**Exception:** Clear space is not required adjacent to heat pump *water heaters* or tankless *water heaters*.

**C604.5 Electrification-ready circuits.**

Both ends of the unused conductors required by Sections C604.2, C604.3 and C604.4 shall be labeled "SPARE" and be electrically isolated. Space shall be reserved in the electrical panel in which the branch circuit originates for the installation of an overcurrent device. Capacity for the circuits required by Sections C604.2, C604.3 and C604.4 shall be included in the electrical load calculations of the original installation.

**C605 EXTERIOR BALCONIES AND PARAPETS**

**C605.1 Continuous insulation.**

In new construction, exterior balconies and parapets that interrupt the *building thermal envelope* shall comply with one of the following:

1. Shall be insulated with *continuous insulation* having a minimum *thermal resistance (R-value)* equivalent to the continuous insulation component required in the adjacent wall assembly as listed in Table C402.1.3. Where more than one wall assembly is interrupted by an adjacent balcony, the higher *thermal resistance (R-value)* shall be used.

2. Shall incorporate a minimum R-3 thermal break at the location where the element penetrates the *building thermal envelope*.

**Exception:** Penetrations in the *building thermal envelope* that do not exceed 1 square foot (0.09 m<sup>2</sup>).

#### **C606 GAS LIGHTING PROHIBITED**

##### **C606.1 General.**

New permanently installed *fuel gas*-fired lighting appliances shall be prohibited.

#### **C607 ROOF SOLAR REFLECTANCE**

##### **C607.1 General.**

Roof coverings shall comply with Section 1515 of the *Chicago Building Code*.

#### **C608 ELECTRIC VEHICLE SUPPLY EQUIPMENT**

##### **C608.1 General.**

Electric vehicle supply equipment or electric vehicle supply equipment-ready parking spaces shall be provided in accordance with Section 17-10-1011 of the *Chicago Zoning Ordinance*."

### **CHAPTER 14N-C7 REFERENCED STANDARDS—COMMERCIAL**

#### **14N-C7-C700 Chapter C7.**

The provisions of Chapter 6 of IECC-CE are adopted by reference as Chapter C7 of this code with the following modifications:

1. Insert a new section to read:

**"AISI**

American Iron and Steel Institute  
25 Massachusetts Avenue, NW, Suite 800  
Washington DC 20001

AISI S250 – 21 (with Supplement #1 dated 2022): North American Standard for Thermal Transmittance of Building Envelopes with Cold-Formed Steel Framing"

2. Delete the entire "ASME" section.

3. Insert a new section to read:

**"CTA**

Consumer Technology Association  
1919 S. Eads Street  
Arlington, VA 22202

ANSI/CTA-2045-B: Modular Communications Interface for Energy Management"

4. Delete the following ICC references: IBC-21, IFC-21, IFCG-21, IMC-21, IPC-21, IPMC-21, and IPSDC-21.

5. Insert the following ICC reference: "ICC 700—2020: National Green Building Standard."
6. Delete the entire "NFPA" section.
7. Insert a new section to read:

## "PHIUS

Phius  
53 West Jackson Boulevard, Suite 1462  
Chicago, IL 60604-3606

PHIUS—2021: Passive Building Standard Certification Guidebook (Version 3.1, July 2022)"

### PART II – RESIDENTIAL PROVISIONS

#### CHAPTER 14N-R1 SCOPE AND PURPOSE

##### **14N-R1-R001 Adoption of the residential provisions of the International Energy Conservation Code by reference.**

The residential provisions of the *International Energy Conservation Code*, 2021 edition, second printing, and any erratum thereto identified by the publisher (hereinafter referred to as "IECC-RE"), excluding the appendices, are adopted by reference and shall be considered part of the requirements of this title except as modified by the specific provisions of this title.

If a conflict exists between a provision modified by this title and a provision adopted without modification, the modified provision shall control.

##### **14N-R1-R002 Citations.**

Provisions of IECC-RE which are incorporated into this title by reference may be cited as follows:

14N-R[IECC-RE chapter number]-[IECC-RE section number]

##### **14N-R1-R003 Global modifications.**

The following modifications shall apply to each provision of IECC-RE incorporated into this title:

1. Replace each occurrence of "*International Building Code*" with "*Chicago Building Code*."
2. Replace each occurrence of "ASME A17.1" or "ASME A17.1/CSA B44" with "the *Chicago Conveyance Device Code*."
3. Replace each occurrence of "NFPA 70" with "the *Chicago Electrical Code*."

4. Replace each occurrence of "*International Fire Code*" with "*Chicago Fire Prevention Code*."
5. Replace each occurrence of "*International Fuel Gas Code*" with "*Chicago Fuel Gas Code*."
6. Replace each occurrence of "*International Mechanical Code*" with "*Chicago Mechanical Code*."
7. Replace each occurrence of "*International Plumbing Code*" with "*Chicago Plumbing Code*."
8. Replace each occurrence of "*International Existing Building Code*" with "*Chicago Building Rehabilitation Code*."
9. Replace each occurrence of "*International Property Maintenance Code*" with "*Chicago Minimum Requirements for Existing Buildings*."
10. Replace each occurrence of "*code official*" or "*code official*" with "*building official*."

#### **14N-R1-R100 Chapter R1.**

The provisions of Chapter 1 of IECC-RE are not adopted. The following is adopted as Chapter R1:

### **"CHAPTER R1 SCOPE AND PURPOSE**

#### **R101 GENERAL**

##### **R101.1 Title.**

This Part II of Title 14N of the Municipal Code of Chicago shall be known as the *Chicago Energy Transformation Code—Residential Provisions*, hereinafter referred to as "this code."

##### **R101.2 Scope.**

This code applies to *residential buildings*, the *building site* and associated systems and equipment.

##### **R101.3 Intent.**

The intent of this code is to regulate the design and construction of *residential buildings* for the effective use and conservation of energy over the useful life of each *building* and for the reduction of carbon emissions caused by use and occupancy of *buildings* built and renovated under this code. This code is intended to provide flexibility to allow the use of innovative and cost-effective approaches and techniques to achieve these objectives. This code is not intended to abridge safety, health or environmental requirements contained in other applicable codes or ordinances.

##### **R101.4 Compliance.**

*Residential buildings* shall meet the requirements of this code. *Commercial buildings* shall meet the requirements of the *Chicago Energy Transformation Code—Commercial Provisions*.

**R101.4.1 Mixed residential and commercial buildings.**

Where a *building* includes both *residential building* and *commercial building* portions, each portion shall be separately considered and meet applicable requirements of this code and the *Chicago Energy Transformation Code—Commercial Provisions*.

**R101.4.2 Evidence of compliance.**

The *building official* may designate specific computer software, worksheets, forms, compliance manuals and other similar materials as providing evidence of compliance with the requirements of this code.

**R102 CONSTRUCTION DOCUMENTS****R102.1 General.**

Construction documents shall comply with the *Chicago Construction Codes Administrative Provisions*, including specifically Section 14A-4-411.3.13."

**CHAPTER 14N-R2 DEFINITIONS****14N-R2-R201 General.**

The provisions of Section R201 of IECC-RE are not adopted. The following is adopted as Section R201:

**"R201 GENERAL****R201.1 Definitions.**

The definitions in Section R202 shall apply to italicized words throughout this code except where specifically limited to a particular chapter or section. Unless the context requires otherwise, the definitions in Section R202 shall also apply to non-italicized words throughout this code.

**R201.2 Interchangeability.**

Words used in the present tense include the future; words in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural includes the singular.

**R201.3 Words defined in other codes.**

Where non-italicized words are not defined in this code and are defined in the *Chicago Construction Codes Administrative Provisions*, *Chicago Building Code*, *Chicago Conveyance Device Code*, *Chicago Electrical Code*, *Chicago Fire Prevention Code*, *Chicago Fuel Gas Code*, *Chicago Mechanical Code*, *Chicago Energy Transformation Code—Commercial Provisions*, *Chicago Plumbing Code*, *Chicago Building Rehabilitation Code*, or *Chicago Minimum Requirements for Existing Buildings*, such words shall have the meanings ascribed to them in those codes unless the context requires otherwise.

**R201.4 Words not defined.**

Where italicized words are not defined in Section R202 or non-italicized words are not defined in Section R202 or any of the codes referenced in Section R201.3, such words

shall have the meaning given in the latest edition of Merriam-Webster's Collegiate Dictionary as the context implies."

#### 14N-R2-R202 Definitions.

The provisions of Section R202 of IECC-RE are adopted by reference with the following modifications:

1. Revise the definition of "addition" to read:

**"ADDITION (for this code only).** An extension or increase in the *conditioned floor area, number of stories above grade plane* or building height of an *existing building.*"

2. Revise the definition of "alteration" to read:

**"ALTERATION.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code.*"

3. Revise the definition of "approved" to read:

**"APPROVED.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*"

4. Revise the definition of "approved agency" to read:

**"APPROVED AGENCY.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*"

5. Revise the definition of "building" to read:

**"BUILDING.** As defined in Chapter 2 of the *Chicago Building Code.*"

6. Insert the following definition:

**"BUILDING OFFICIAL.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*"

7. Insert the following definitions:

**"CHANGE OF OCCUPANCY.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code.*

**CHICAGO BUILDING CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO BUILDING REHABILITATION CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO CONSTRUCTION CODES.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions.*

**CHICAGO CONSTRUCTION CODES ADMINISTRATIVE PROVISIONS.** Title 14A of the Municipal Code of Chicago.

**CHICAGO ELECTRICAL CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO ENERGY TRANSFORMATION CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**Chicago Energy Transformation Code—Commercial Provisions.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**Chicago Energy Transformation Code—Residential Provisions.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO FIRE PREVENTION CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO FUEL GAS CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO MECHANICAL CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO MINIMUM REQUIREMENTS FOR EXISTING BUILDINGS.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO PLUMBING CODE.** As defined in Chapter 2 of the *Chicago Construction Codes Administrative Provisions*.

**CHICAGO ZONING ORDINANCE.** Title 17 of the Municipal Code of Chicago."

8. Delete the definition of "code official."

9. Revise the definition of "dwelling unit" to read:

**"DWELLING UNIT.** As defined in Chapter 2 of the *Chicago Building Code*."

10. Insert the following definition:

**"EXISTING BUILDING.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."

11. Insert the following definition:

**"FUEL GAS.** A natural gas, manufactured gas, liquefied petroleum gas or mixture of any of these gases."

12. Revise the definition of "historic building" to read:

**"HISTORIC BUILDING.** As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."

13. Revise the definition of "insulated siding" by resetting "continuous insulation" in italic type.

14. Revise the definition of "labeled" to read:  
"Labeled. As defined in Chapter 2 of the *Chicago Building Code*."
15. Revise the definition of "listed" to read:  
"Listed. As defined in Chapter 2 of the *Chicago Building Code*."
16. Insert the following definition:  
"LOCAL EXHAUST. An exhaust system that uses one or more fans to exhaust air from a specific room or rooms within a *dwelling unit*."
17. Insert the following definition:  
"LOW-SLOPED ROOF. As defined in Chapter 2 of the *Chicago Building Code*."
18. Revise the definition of "on-site renewable energy" to read:  
"ON-SITE RENEWABLE ENERGY. Energy from *renewable energy resources* harvested at the *building site*."
19. Revise the definition of "renewable energy certificate (REC)" to read:  
"RENEWABLE ENERGY CERTIFICATE (REC). An instrument that represents the environmental attributes of one megawatt hour of *renewable energy resources*; also known as an energy attribute certificate (EAC)."
20. Revise the definition of "renewable energy resources" by deleting "hot."
21. Revise the definition of "repair" to read:  
"REPAIR. As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
22. Revise the definition of "reroofing" to read:  
"REROOFING. As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
23. Revise the definition of "residential building" to read:  
"RESIDENTIAL BUILDING (for this code only). Group R-2, R-3, R-4 and R-5 occupancies with no more than four *stories above grade plane*."
24. Revise the definition of "roof assembly" to read:  
"ROOF ASSEMBLY. As defined in Chapter 2 of the *Chicago Building Code*."
25. Revise the definition of "roof recover" to read:  
"ROOF RECOVER. As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."

26. Revise the definition of "roof repair" to read:  
"ROOF REPAIR. As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
27. Revise the definition of "roof replacement" to read:  
"ROOF REPLACEMENT. As defined in Chapter 2 of the *Chicago Building Rehabilitation Code*."
28. Insert the following definition:  
"SKYLIGHT. See "*fenestration*."
29. Insert the following definition:  
"STORY ABOVE GRADE PLANE. As defined in Chapter 2 of the *Chicago Building Code*."
30. Revise the definition of "sunroom" by replacing "dwelling" with "*dwelling unit*."
31. Insert the following definitions:  
"THERMAL RESISTANCE. See "*R-value (thermal resistance)*."  
THERMAL TRANSMITTANCE. See "*U-factor (thermal transmittance)*."
32. Revise the definition of "ventilation" to read:  
"VENTILATION. As defined in Chapter 2 of the *Chicago Building Code*."
33. Insert the following definition:  
"VERTICAL FENESTRATION. See "*fenestration*."
34. Revise the definition of "whole house mechanical ventilation system" by replacing each "whole house" with "whole-house."

## CHAPTER 14N-R3 GENERAL REQUIREMENTS

### 14N-R3-R301 Climate zone.

The provisions of Section R301 of IECC-RE are not adopted. The following is adopted as Section R301:

#### "R301 CLIMATE ZONE

##### R301.1 General.

*Climate zone 5A* shall be used to determine the applicable requirements in Chapter 4."

**14N-R3-R302 Design conditions.**

The provisions of Section R302 of IECC-RE are adopted by reference without modification.

**14N-R3-R303 Materials, systems and equipment.**

The provisions of Section R303 of IECC-RE are adopted by reference with the following modifications:

1. Revise Section R303.1.1 by resetting "insulated siding" in italic type.
2. Revise the exception to Section R303.1.1 by deleting "or Table R906.2 of the *International Residential Code*, as applicable."
3. Revise Section R303.1.4.1 by resetting "insulated siding" in italic type.
4. Revise Section R303.2 by deleting "or the *International Residential Code*, as applicable."
5. Revise Section R303.2.1 by resetting "crawl space walls" in italic type.

**CHAPTER 14N-R4 RESIDENTIAL ENERGY EFFICIENCY****14N-R4-R401 General.**

The provisions of Section R401 of IECC-RE are adopted by reference with the following modifications:

1. Revise Section R401.1 by resetting "residential building" in italic type.
2. Revise Section R401.2 to read:

**"R401.2 Application.**

*Residential buildings* shall comply with Chapter R6, Section R401.2.5 and either Section R401.2.1, R401.2.2, R401.2.3 or R401.2.4.

**Exception:** *Additions, alterations, repairs and changes of occupancy to existing buildings* complying with Chapters R5 and R6."

3. Revise Section R401.2.4 to read:

**"R401.2.4 Above-code Certification Option.**

The Above-code Certification Option requires compliance with either Section R401.2.4.1 or R401.2.4.2.

**R401.2.4.1 Phius Certification Option.**

The Phius Certification Option requires compliance with Section R409.

**R401.2.4.2 National Green Building Standard Certification Option.**

The National Green Building Standard Certification Option requires compliance with Section R410."

4. Revise Section R401.2.5 by replacing "all compliance approaches" with "all compliance approaches except the Above-code Certification Option"; replacing each "one of the additional efficiency package options" with "two of the additional efficiency package options"; replacing "option" with "options"; and by resetting "energy cost," "proposed design" and "standard reference design" in italic type.

5. Revise the first two sentences of Section R401.3 to read:

"A permanent certificate shall be completed by the builder and posted on a wall in the space where the furnace is located, a utility room or an *approved* location inside the *building*. Where located on an electrical panel, the certificate shall not cover or obstruct the visibility of the circuit directory label, service disconnect label or other required labels."

#### **14N-R4-R402 Building thermal envelope.**

The provisions of Section R402 of IECC-RE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "basement wall," "building thermal envelope," "cavity insulation," "conditioned space," "continuous insulation," "crawl space wall," "dwelling unit," "dwelling unit enclosure area," "dynamic glazing," "fenestration," "infiltration," "insulated siding," "opaque door," "proposed design," and "ventilation air."
2. Revise Section R402.1.1 to read:

"Wall assemblies in the *building thermal envelope* shall comply with the vapor retarder requirements of Section 1404.3 of the *Chicago Building Code*."

(Remainder of this page intentionally blank.)

3. Revise Table R402.1.2 to read:

**"TABLE R402.1.2  
MAXIMUM ASSEMBLY U-FACTORS<sup>a</sup> AND FENESTRATION REQUIREMENTS**

FENESTRATION U-FACTOR	SKYLIGHT U-FACTOR	GLAZED FENESTRATION SHGC <sup>d</sup>	WOOD FRAME ROOF/ CEILING U-FACTOR	WOOD FRAME WALL U-FACTOR	MASS WALL U-FACTOR <sup>b</sup>	FLOOR U-FACTOR	BASEMENT WALL U-FACTOR	CRAWL SPACE WALL U-FACTOR
0.30	0.55	0.40	0.024	0.045	0.082	0.033	0.050	0.055

For SI: 1 foot = 304.8 mm.

- Nonfenestration *U*-factors shall be obtained from measurement, calculation or an approved source.
- Mass walls shall be in accordance with Section R402.2.5. Where more than half the insulation is on the interior, the mass wall *U*-factors shall not exceed 0.065.
- [Reserved.]
- The SHGC column applies to all glazed fenestration."

4. Revise Table R402.1.3 to read:

**"TABLE R402.1.3  
INSULATION MINIMUM R-VALUES AND FENESTRATION  
REQUIREMENTS BY COMPONENT<sup>a</sup>**

FENESTRATION U-FACTOR <sup>b</sup>	SKYLIGHT U-FACTOR <sup>b</sup>	GLAZED FENESTRATION SHGC <sup>b</sup>	WOOD FRAME ROOF/ CEILING R-VALUE	WOOD FRAME WALL R-VALUE <sup>g</sup>	MASS WALL R-VALUE <sup>h</sup>	FLOOR R-VALUE	BASEMENT WALL R-VALUE <sup>c, f</sup>	SLAB R-VALUE & DEPTH <sup>d</sup>	CRAWL SPACE WALL R-VALUE <sup>c, g</sup>
0.30	0.55	0.40	60	30 or 20&5ci <sup>h, i</sup> or 13&10ci <sup>h</sup> or 0&20ci <sup>h</sup>	13/17	30	15ci or 19 or 13&5ci	10ci, 4 ft	15ci or 19 or 13&5ci <sup>h</sup>

For SI: 1 foot = 304.8 mm.

ci = continuous insulation.

- R*-values are minimums. *U*-factors and SHGC are maximums. Where insulation is installed in a cavity that is less than the label or design thickness of the insulation, the installed *R*-value of the insulation shall be not less than the *R*-value specified in the table.

- b. The fenestration *U*-factor column excludes skylights. The SHGC column applies to all glazed fenestration.
  - c. "5ci or 13" means R-5 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "10ci or 13" means R-10 continuous insulation (ci) on the interior or exterior surface of the wall or R-13 cavity insulation on the interior side of the wall. "15ci or 19 or 13&5ci" means R-15 continuous insulation (ci) on the interior or exterior surface of the wall; or R-19 cavity insulation on the interior side of the wall; or R-13 cavity insulation on the interior of the wall in addition to R-5 continuous insulation on the interior or exterior surface of the wall.
  - d. R-5 insulation shall be provided under the full slab area of a heated slab in addition to the required slab edge insulation *R*-value for slabs, as indicated in the table. The slab-edge insulation for heated slabs shall not be required to extend below the slab.
  - e. [Reserved.]
  - f. [Reserved.]
  - g. The first value is cavity insulation; the second value is continuous insulation (ci). Therefore, as an example, "13&5ci" means R-13 cavity insulation plus R-5 continuous insulation.
  - h. Mass walls shall be in accordance with Section R402.2.5. The second *R*-value applies where more than half of the insulation is on the interior of the mass wall.
  - i. To reduce the possibility of condensation within walls during cold weather, the ratio of the *R*-values of continuous insulation to cavity insulation should not be less than 0.30 without hygrothermal analysis."
5. Revise Section R402.2.1 by deleting the first sentence.
  6. Revise Section R402.2.2 to read:

**"R402.2.2 Low-sloped roofs.**  
For *low-sloped roofs*, installing R-42 insulation over 100 percent of the ceiling area requiring insulation shall satisfy the requirement for R-60 insulation. For *low-sloped roofs* with above-deck insulation, installing R-42 *continuous insulation* above the roof deck shall satisfy the requirement for R-60 insulation. This reduction shall not apply to the *U*-factor alternative approach in Section R402.1.4 and the Total UA alternative in Section R402.1.5."
  7. Revise Section R402.2.3 by replacing "permitted" with "allowed."
  8. Revise the exceptions to Section R402.2.4 to read:

**"Exception:** Vertical doors providing access from *conditioned spaces* to unconditioned spaces that comply with the *fenestration* requirements of Table R402.1.3."
  9. Revise Section R402.2.6 to read:

**"R402.2.6 Steel-frame ceilings, walls and floors.**  
Steel-frame ceilings, walls, and floors shall comply with the insulation requirements of Table R402.2.6 or the *U*-factor requirements of Table R402.1.2. The calculation of the *U*-factor for steel-framed ceilings and walls in an envelope assembly shall be determined in accordance with AISI S250 as modified herein.

    1. Where the steel-framed wall contains no *cavity insulation* and uses *continuous insulation* to satisfy the *U*-factor maximum, the steel-framed wall member spacing is allowed to be installed at any on-center spacing.
    2. Where the steel-framed wall contains framing at 24 inches (600 mm) on center with a 23% framing factor or framing at 16 inches (400 mm) on-center with a 25%

framing factor, the next lower framing member spacing input values shall be used when calculating using AISI S250.

3. Where the steel-framed wall contains less than 23% framing factors the AISI S250 shall be used without any modifications.
  4. Where the steel-framed wall contains other than standard C-shape framing members the AISI S250 calculation option for other than standard C-shape framing is allowed to be used."
10. Revise Table R402.2.6 to read:

**"TABLE R402.2.6  
STEEL-FRAME WALL INSULATION R-VALUES**

WOOD FRAME R-VALUE REQUIREMENT	COLD-FORMED STEEL-FRAME EQUIVALENT R-VALUE <sup>a</sup>
<b>Steel-frame Wall, 16 inches on center</b>	
R-13&10ci	R-0&20ci or R-13&15ci or R-15&14ci
R-20&5ci	R-13&12.7ci or R-15&12.3ci or R-19&11.6ci or R-21&11.3ci or R-25&10.9ci
<b>Steel-frame Wall, 24 inches on center</b>	
R-13&10ci	R-0&20ci or R-13&13ci or R-15&12ci or R-19&11ci or R-21&11ci
R-20&5ci	R-13&11.5ci or R-15&10.9ci or R-19&10.1ci or R-21&9.7ci or R-25&9.1ci

ci = continuous insulation.

a. The first value is cavity insulation R-value; the second value is continuous insulation R-value. Therefore, for example, "R-30&3ci" means R-30 cavity insulation plus R-3 continuous insulation."

11. Revise Section R402.2.7 by replacing "permitted" with "allowed."
12. Delete the exception to Section R402.2.9.
13. Revise Section R402.2.9.1 by replacing "permitted" with "allowed."
14. Revise Section R402.2.10.1 by deleting "or *International Residential Code*, as applicable" and replacing "6 inches (153 mm)" with "12 inches (305 mm)."
15. Revise the exception to Section R402.2.12, item 1 to read: "The minimum ceiling insulation R-value shall be R-24."
16. Insert a new Section R402.2.13 to read:  
**"R402.2.13 Balconies and parapets.**  
See Section R605."
17. Revise Section R402.3 and its subsections by replacing each "permitted" with "allowed."
18. Revise the exception to Section R402.3.5 by deleting "In Climate Zones 2 through 8."

- 19. Revise Section R402.4.1.1 by deleting the last sentence.
- 20. Revise Table R402.4.1.1 by replacing the following rows to read:

Rim joists	Rim joists shall include an air barrier. <sup>b</sup>	Rim joists shall be insulated so that the insulation maintains permanent contact with the exterior rim board. <sup>b</sup>
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Basement crawl space and slab foundations	<p>Exposed earth in unvented crawl spaces shall be covered with a Class I vapor retarder/air barrier in accordance with Section R402.2.10.</p> <p>Penetrations through concrete foundation walls and slabs shall be air sealed.</p> <p>Class 1 vapor retarders shall not be used as an air barrier on below-grade walls.</p>	<p>Crawl space insulation, where provided instead of floor insulation, shall be installed in accordance with Section R402.2.10.</p> <p>Conditioned basement foundation wall insulation shall be installed in accordance with Section R402.2.8.1.</p> <p>Slab-on-grade floor insulation shall be installed in accordance with Section R402.2.9.1.</p>
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- 21. Revise Section R402.4.1.2 to read:

**“R402.4.1.2 Testing.**

The *building or dwelling unit* shall be tested for air leakage. The maximum air leakage rate for any *building or dwelling unit* under any compliance path shall not exceed 5.0 air changes per hour or 0.28 cubic feet per minute (CFM) per square foot [0.0079 m<sup>3</sup>/(s × m<sup>2</sup>)] of *dwelling unit enclosure area*. Testing shall be conducted in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). A written report of the results of the test shall be signed by the party conducting the test and made available to the *building official*. Testing shall be performed at any time after all penetrations of the *building thermal envelope* have been sealed.

**Exceptions:**

1. For *additions, alterations, or repairs to existing buildings*, building envelope tightness and insulation installation shall be considered acceptable when the items in Table R402.4.1.1, applicable to the method of construction, are field verified.
2. For heated, attached private garages and heated, detached private garages accessory to Group R-5 occupancies, building envelope tightness and insulation installation shall be considered acceptable where the items in Table R402.4.1.1, applicable to the method of construction, are field verified. Heated, attached private garage space and heated, detached private garage space shall be thermally isolated from all other habitable, *conditioned spaces* in accordance with Sections R402.2.12 and R402.3.5, as applicable.

**R402.4.1.2.1 Procedure.**

During testing:

1. Exterior windows and doors and fireplace and stove doors shall be closed but not sealed beyond the intended weatherstripping or other *infiltration* control measures.
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed but not sealed beyond intended *infiltration* control measures.
3. Interior doors, where installed at the time of the test, shall be open.
4. Exterior or interior terminations for continuous ventilation systems shall be closed and sealed.
5. Heating and cooling systems, where installed at the time of the test, shall be turned off.
6. Supply and return registers, where installed at the time of the test, shall be fully open.

**Exception:** When testing individual *dwelling units*, an air leakage rate not exceeding 0.30 cubic feet per minute per square foot [ $0.008 \text{ m}^3/(\text{s} \times \text{m}^2)$ ] of the *dwelling unit enclosure area*, tested in accordance with ANSI/RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pa), shall be allowed for:

1. Attached single and multiple-family building *dwelling units*.
2. Buildings or *dwelling units* that are 1,500 square feet (139.4  $\text{m}^2$ ) or smaller.

**R402.4.1.2.2 Mechanical ventilation.**

Mechanical *ventilation* shall be provided in accordance with Section 403 of the *Chicago Mechanical Code*."

22. Revise Section R402.4.1.3 to read:

"When complying with Section R401.2.1, the *building* or *dwelling unit* shall have an air leakage rate not exceeding 3.0 air changes per hour, when tested in accordance with Section R402.4.1.2."

23. Revise Section R402.4.4 to read:

**"R402.4.4 Rooms containing fuel-burning appliances.**

Where open combustion air ducts provide combustion air to open combustion fuel-burning appliances, the appliances and combustion air opening shall be located outside the *building thermal envelope* or enclosed in a room that is isolated from inside the thermal envelope. Such rooms shall be sealed and insulated in accordance with the envelope requirements of Table R402.1.3, where the walls, floors and ceilings shall meet a minimum of the *basement wall R-value* requirement. The door into the room shall be fully gasketed and any water lines and ducts in the room insulated in accordance with

Section R403. The combustion air duct shall be insulated where it passes through *conditioned space* to an *R-value* of not less than R-8.

**Exception:** Direct vent appliances with both intake and exhaust pipes installed continuous to the outdoors."

24. Revise Section R402.4.6 to read:

**"R402.4.6 Electrical and communication outlet boxes (air-sealed boxes).**

Where air-sealed boxes are required by Table R402.4.1.1, electrical and communication outlet boxes shall comply with all of the following:

1. Be tested in accordance with NEMA OS 4.
2. Have an air leakage rate of not greater than 2.0 cubic feet per minute (0.944 L/s) at a pressure differential of 1.57 psf (75 Pa).
3. Be marked "NEMA OS 4" or "OS 4" in accordance with NEMA OS 4.
4. Be installed per the manufacturer's instructions and with any supplied components required to achieve compliance with NEMA OS 4."

25. Revise Section R402.5, excluding the exception, to read:

"The area-weighted average maximum *fenestration U-factor* allowed using tradeoffs from Section R402.1.5 or R405 shall be 0.48 for *vertical fenestration* and 0.75 for *skylights*."

#### 14N-R4-R403 Systems.

The provisions of Section R403 of IECC-RE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "building thermal envelope," "cavity insulation," "duct system," "dwelling unit," "on-site renewable energy," "thermostat," and "water heater."
2. Revise Section R403.3.3 by deleting item 3.
3. Revise Section R403.3.4 to read:

"Ducts, air handlers and filter boxes shall be sealed. Joints and seams shall comply with the *Chicago Mechanical Code*."
4. Revise the last sentence of Section R403.3.5 to read: "A written report of the results of the test shall be signed by the party conducting the test and made available to the *building official*."
5. Revise the numbered items in Section R403.3.6 to read:
  - "1. Rough-in test: The total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m<sup>2</sup>) of *conditioned floor area*

where the air handler is installed at the time of the test. Where the air handler is not installed at the time of the test, the total leakage shall be less than or equal to 3.0 cubic feet per minute (85 L/min) per 100 square feet (9.29 m<sup>2</sup>) of *conditioned floor area*.

**Exception:** Where the *duct system* is serving less than or equal to 1,500 square feet (139.4 m<sup>2</sup>) of *conditioned floor area*, the allowable *duct leakage* with the air handler installed shall be less than or equal to 60 cubic feet per minute (1699 L/min).

2. Postconstruction test: Total leakage shall be less than or equal to 4.0 cubic feet per minute (113.3 L/min) per 100 square feet (9.29 m<sup>2</sup>) of *conditioned floor area*.

**Exception:** Where the *duct system* is serving less than or equal to 1,500 square feet (139.4 m<sup>2</sup>) of *conditioned floor area*, the allowable *duct leakage* shall be less than or equal to 60 cubic feet per minute (1699 L/min).

3. Test for *ducts* within thermal envelope: Where all *ducts* and air handlers are located entirely within the *building thermal envelope*, total leakage shall be less than or equal to 8.0 cubic feet per minute (226.6 L/min) per 100 square feet (9.29 m<sup>2</sup>) of *conditioned floor area*.

**Exception:** Where the *duct system* is serving less than or equal to 750 square feet (69.7 m<sup>2</sup>) of *conditioned floor area*, the allowable *duct leakage* shall be less than or equal to 60 cubic feet per minute (1699 L/min)."

6. Revise the last two sentences of R403.5.1 to read: "Access to automatic controls, temperature sensors and pumps shall be provided. Ready access to manual controls shall be provided."
7. Revise Section R403.6 and its subsections to read:

**"R403.6 Mechanical ventilation.**

*Buildings and dwelling units* shall be provided with mechanical *ventilation* that complies with the requirements of the *Chicago Building Code* and *Chicago Mechanical Code*. Outdoor air intakes and exhausts shall have automatic or gravity dampers that close when the *ventilation* system is not operating.

**R403.6.1 [Reserved.]**

**R403.6.2 Whole-house mechanical ventilation system fan efficacy.**

Fans used to provide whole-house mechanical ventilation shall meet the efficacy requirements of Table R403.6.2 at one or more rating points. Fans shall be tested in accordance with HVI 916 and *listed*. The airflow shall be reported in the product listing or on the label. Fan efficacy shall be reported in the product listing or shall be derived from the input power and airflow values reported in the product listing or on the label. Fan efficacy for fully ducted HRV, ERC, balanced, and in-line fans shall be determined at a static pressure of not less than 0.2 inch w.c. (49.85 Pa). Fan efficacy for ducted range hoods and bathroom and utility room fans shall be determined at a static pressure of not less than 0.1 inch w.c. (24.91 Pa).

TABLE R403.6.2  
WHOLE-HOUSE MECHANICAL VENTILATION SYSTEM FAN EFFICACY<sup>a</sup>

SYSTEM TYPE	AIRFLOW RATE (CFM)	MINIMUM EFFICACY (CFM/WATT)
HRV, ERV, or balanced	Any	1.2 cfm/watt
Range hood	Any	2.8 cfm/watt
In-line supply or exhaust fan	Any	3.8 cfm/watt
Other exhaust fan	< 90	2.8 cfm/watt
	≥ 90	3.5 cfm/watt
Air-handler that is integrated to tested and listed HVAC equipment	Any	1.2 cfm/watt

For SI: 1 cubic foot per minute = 28.3 L/min.

- a. Design outdoor airflow rate/watts of fan used.

#### R403.6.3 Testing.

Mechanical ventilation systems shall be tested and verified to provide the minimum ventilation flow rates required by Section R403.6. Testing shall be performed according to the ventilation *equipment* manufacturer's instructions, or by using a flow hood or box, flow grid, or other airflow measuring device at the mechanical ventilation fan's inlet terminals or grilles, outlet terminals or grilles, or in the connected ventilation ducts. Where required by the *building official*, testing shall be conducted by an *approved* third party. A written report of the results of the test shall be signed by the party conducting the test and made available to the *building official*.

**Exception:** Kitchen range hoods that are ducted to the outside with 6-inch (152 mm) or larger duct and not more than one 90-degree (1.57 rad) elbow or equivalent in the duct run.

#### R403.6.4 Local exhaust.

*Local exhaust* systems shall be provided in kitchens, bathrooms and toilet rooms and shall have the capacity to exhaust the minimum airflow rate determined in accordance with Table 403.6.4.

Table 403.6.4  
Minimum Required Local Exhaust Rates

Area to Be Exhausted	Exhaust Rate Capacity
Kitchens	100 cfm intermittent or 50 cfm continuous
Bathrooms and toilet rooms	50 cfm intermittent or 20 cfm continuous

For SI: 1 cubic foot per minute = 0.47 L/s.

#### R403.6.5 Exhaust discharge.

The air removed by every mechanical exhaust system shall be discharged outdoors at a point where it will not cause a public nuisance. The air shall be discharged to a location from which it cannot again be readily drawn in by a ventilating system. Air shall not be exhausted into an attic or crawl space.

**Exceptions:**

1. Whole-house ventilation-type attic fans shall be allowed to discharge into the private attic of the *dwelling unit served*.
2. Domestic ductless range hoods in accordance with the *Chicago Mechanical Code*.

**R403.6.6 Ventilating equipment.**

Fans providing exhaust or outdoor air shall be *listed* and *labeled* to provide the minimum required airflow in accordance with ANSI/AMCA 210-ANSI/ASHRAE 51.

**R403.6.7 Whole-house mechanical ventilation systems.**

*Whole-house mechanical ventilation systems* shall be installed in accordance with Sections R403.6.7.1 through R403.6.7.3.

**R403.6.7.1 System design.**

The *whole-house mechanical ventilation system* shall consist of one or more supply or exhaust fans, or a combination of such, and associated ducts and controls. *Local exhaust* or supply fans are permitted to serve as such a system. Outdoor air ducts connected to the return side of an air handler shall be considered to provide supply *ventilation*.

**R403.6.7.2 System controls.**

The *whole-house mechanical ventilation system* shall be provided with controls that enable manual override. Controls shall include text or a symbol indicating their function.

**R403.6.7.3 Mechanical ventilation rate.**

The *whole-house mechanical ventilation system* shall provide outdoor air at a continuous rate of not less than that determined in accordance with Equation 4-1.

**Exceptions:**

1. The minimum mechanical ventilation rate determined in accordance with Equation 4-1 shall be allowed to be reduced by 30 percent where both of the following conditions apply:
  - 1.1. A ducted system supplies *ventilation air* directly to each bedroom and to one or more of the following:
    - 1.1.1. Living room.
    - 1.1.2. Dining room.
    - 1.1.3. Kitchen.
  - 1.2. The *whole-house mechanical ventilation system* is a balanced *ventilation system*.

2. The *whole-house mechanical ventilation system* is permitted to operate intermittently when the system has controls that enable operation for not less than 25 percent of each 4-hour segment and the *ventilation rate* prescribed in Equation 4 or Exception 1 is multiplied by the factor determined in accordance with Table R403.6.7.3.

$$CFM_{total} = 0.03CFA + 7.5(N_{br} + 1) \quad \text{(Equation 4-1)}$$

where:

- $CFM_{total}$  = total required ventilation rate (cfm)
- $CFA$  = conditioned floor area of dwelling unit (ft<sup>2</sup>)
- $N_{br}$  = number of bedrooms (not less than 1)

**TABLE R403.6.7.3  
INTERMITTENT WHOLE-HOUSE MECHANICAL  
VENTILATION RATE FACTORS<sup>a, b</sup>**

RUN-TIME PERCENTAGE IN EACH 4-HOUR SEGMENT	25%	33%	50%	66%	75%	100%
Factor <sup>a</sup>	4.0	3.0	2.0	1.5	1.3	1.0

a. For run-time percentage values between those given, the factors are permitted to be determined by interpolation.

b. Extrapolation beyond the table is prohibited.

**R403.6.7.3.1 Different occupant density.**

Equation 4-1 assumes two persons per *dwelling unit* and an additional person for each additional bedroom. Where higher occupant densities are known, the airflow rate shall be increased by 7.5 cfm (3.5 L/s) for each additional occupant. When *approved* by the *building official*, lower occupant densities may be used.

**R403.6.7.3.2 Airflow measurement.**

The required *ventilation rate* is the quantity of outdoor *ventilation air* supplied or indoor air exhausted by the *whole-house mechanical ventilation system* installed, and shall be measured using a flow hood, flow grid, or other airflow measuring device. *Ventilation* airflow of systems with multiple operating modes shall be tested in all modes designed to meet Section R403.6.4.3. A written report of the results of the test, indicating the verified airflow rate, shall be signed by the party conducting the test and made available to the *building official*."

8. Revise the first sentence of Section R403.10.2 to read:

"Access to an on-off switch controlling electric power to heaters shall be provided. The on-off switch shall be an integral part of the heater mounted on the exterior of the heater or external to and within 3 feet (914 mm) of the heater."

**14N-R4-R404 Electrical power and lighting systems.**

The provisions of Section R404 of IECC-RE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "dimmer," "occupant sensor control," and "residential building."
2. Revise Section R404.1 by replacing "high-efficacy lighting sources" with "*high-efficacy light sources*."
3. Revise exceptions 1 and 2 to Section R404.1.1 to read:
  1. Group R-5 occupancies.
  2. [Reserved.]
4. Revise Section R404.1.2 to read: "See Section R606."
5. Revise Section R404.3 by replacing "permits" with "allows."

**14N-R4-R405 Total building performance.**

The provisions of Section R405 of IECC-RE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "building thermal envelope," "duct system," "energy cost," "on-site renewable energy," "proposed design," and "rated design."
2. Revise the last sentence of Section R405.2, item 3 to read:

"The *building official* shall be allowed to require time-of-use pricing in *energy cost* calculations."
3. Revise the exception to Section R405.2 by replacing "permitted" with "allowed."
4. Revise the last sentence of the first paragraph of Section R405.3.2 to read:

"Within 180 days of project completion as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable in accordance with the *Chicago Construction Codes Administrative Provisions*, a confirmed compliance report based on the confirmed condition of the building shall be submitted to the *building official*."
5. Revise the heading and first paragraph of Section R405.3.2.2 to read:

**"R405.3.2.2 Confirmed compliance report.**  
A compliance report submitted following project completion shall include the following:"

6. Revise Table R405.4.2(1) by changing the content of the second column of the row for "Air exchange rate" to read:  
  
"The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be 3.0 air changes per hour."
7. Revise Section R405.5.2 by replacing each "permitted" with "allowed."

#### **14N-R4-R406 Energy rating index compliance alternative.**

The provisions of Section R406 of IECC-RE are adopted by reference with the following modifications:

1. Throughout the body of each provision of this section, reset the singular and plural forms of the following terms in italic type: "building site," "building thermal envelope," "on-site renewable energy," "proposed design," and "rated design."
2. Revise Section R406.3.1 by deleting the last sentence.
3. Revise Section R406.4 by deleting "except for buildings covered by the *International Residential Code*, the ERI reference design ventilation rate shall be in accordance with Equation 4-2."
4. Delete Equation 4-2.
5. Revise Section R406.5 to read:  
  
"Compliance based on an ERI analysis requires that the *rated proposed design* and confirmed built condition be shown to have an ERI less than or equal to 55 when compared to the *ERI reference design*."
6. Delete Table R406.5.
7. Revise the second sentence of Section R406.6 to read:  
  
"Verification of compliance with Section R406.2 shall be completed by an *approved* third-party inspection agency."
8. Revise the second sentence of Section R406.7.2 to read:  
  
"Confirmed compliance documents for the built *dwelling unit* shall be created and submitted to the *building official* within 180 days of project completion as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable in accordance with the *Chicago Construction Codes Administrative Provisions*."
9. Revise the first sentence of Section R406.7.2.1, item 6 to read:  
  
"A certificate indicating that the *proposed design* has an ERI less than or equal to the score indicated in Section R406.5 when compared to the ERI reference design."
10. Revise the heading and first paragraph of Section R406.7.2.2 to read:

**"R406.7.2.2 Confirmed compliance report.**

A confirmed compliance report shall be made site and address specific and include the following:"

11. Revise Section R406.7.4 by replacing "permitted" with "allowed."

**14N-R4-R407 IECC Section R407.**

The provisions of Section R407 of IECC-RE are not adopted.

**14N-R4-R408 Additional efficiency package options.**

The provisions of Section R408 of IECC-RE are adopted by reference without modification.

**14N-R4-R409 Phius certification compliance alternative.**

The following is adopted as Section R409:

**"R409 PHIUS CERTIFICATION COMPLIANCE ALTERNATIVE****R409.1 Scope.**

This section establishes criteria for compliance using Phius certification.

**R409.2 Construction documents.**

The construction documents submitted to the *building official* shall establish that the project is eligible for certification in accordance with the *PHIUS Passive Building Standard Certification Guidebook*, including all co-requisite programs applicable to the project type. Such documentation shall include:

1. A design certification letter issued by an *approved* third-party certification organization.
2. A list of compliance features.

**R409.3 Occupancy.**

Within 180 days of project completion, as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable, in accordance with the *Chicago Construction Codes Administrative Provisions*, the owner shall submit to the *building official* a written certification establishing that the project has been certified in accordance with the *PHIUS Passive Building Standard Certification Guidebook*, including all co-requisite programs applicable to the project type. The written certification shall be issued by an *approved* third-party certification organization."

**14N-R4-R410 National Green Building Standard compliance alternative.**

The following is adopted as Section R410:

**"SECTION R410 NATIONAL GREEN BUILDING STANDARD COMPLIANCE ALTERNATIVE**

**R410.1 National Green Building Standard certification.**

This section establishes criteria for compliance using National Green Building Standard certification.

**R410.2 Construction documents.**

The construction documents submitted to the *building official* shall establish that the project is eligible for certification at the gold or emerald level in accordance with ICC 700. Such documentation shall include:

1. Evidence that the project has been registered with an *approved* third-party certification organization that certifies compliance with ICC 700.
2. Evidence that the project, as designed, is eligible for certification at the gold or emerald level.
3. A list of compliance features.

**R410.3 Certification.**

Within 180 days of project completion, as evidenced by passing the last required final inspection or issuance of a certificate of occupancy, as applicable, in accordance with the *Chicago Construction Codes Administrative Provisions*, the owner shall submit to the *building official* a written certification that the project has achieved certification at the gold or emerald level under ICC 700. The written certification shall be issued by an *approved* third-party certification organization."

**CHAPTER 14N-R5 EXISTING BUILDINGS****14N-R5-R501 General.**

The provisions of Section R501 of IECC-RE are adopted by reference with the following modifications:

1. Revise Section R501.1 to read:

"The provisions of this chapter shall control *additions, alterations, repairs and changes of occupancy* to and relocation of *existing buildings*."
2. Revise Section R501.1.1 to read:

"Except as specified in this chapter, this code shall not be used to require the removal, *alteration* or abandonment of, nor prevent the continued use and maintenance of, an *existing building* or building system lawfully in existence at the time of adoption of this code. Unaltered portions of the *existing building* or building system shall not be required to comply with this code."
3. Revise Section R501.2 to read:

"*Additions, alterations, repairs or changes of occupancy* to or relocation of an *existing building* or existing building system shall comply with Section R502, R503, R504 or R505, respectively, in this code. *Alterations* where unconditioned or low-energy space is changed to *conditioned space* shall comply with Section R502."

4. Revise Section R501.3 to read:

"Devices and systems that are required by this code shall be maintained in conformance to the code edition under which installed. The requirements of this chapter shall not provide the basis for removal or abrogation of energy conservation, fire protection or safety systems and devices in *existing buildings*."

5. Revise Section R501.4 to read:

"*Alterations, repairs, additions and changes of occupancy* to, or relocation of, *existing buildings* shall comply with the provisions for *alterations, repairs, additions and changes of occupancy* or relocation, respectively, in this code and the other *Chicago Construction Codes*."

#### **14N-R5-R502 Additions.**

The provisions of Section R502 of IECC-RE are adopted by reference with the following modifications:

1. Revise the first two sentences of Section R502.1 to read:

"*Additions to existing buildings* shall conform to the provisions of this code as those provisions relate to new construction without requiring the unaltered portion of the *existing building* to comply with this code. *Additions* shall not create an unsafe or hazardous condition or overload existing building systems."

2. Revise the exceptions to Section R502.2 to read:

"1. Where the simulated performance option in Section R405 is used to comply with this section, the annual *energy cost* of the *proposed design* is allowed to be 110 percent of the annual *energy cost* otherwise allowed by Section R405.2.

2. Where the Total UA, as determined in Section R402.1.5, of the *existing building* and the *addition*, and any *alterations* that are part of the project, is less than or equal to the Total UA generated for the *existing building*.

3. Where complying in accordance with Section R405 and the annual *energy cost* or energy use of the *addition* and the *existing building*, and any *alterations* that are part of the project, is less than or equal to the annual *energy cost* of the *existing building*. The *addition* and any *alterations* that are part of the project shall comply with Section R405 in its entirety."

3. Revise Section R502.3.1 by replacing "*building*" with "building."

#### **14N-R5-R503 Alterations.**

The provisions of Section R503 of IECC-RE are adopted by reference with the following modifications:

1. Revise the first paragraph of Section R503.1 to read:

"Alterations to an existing building or building system shall comply with the requirements of the code for new construction, without requiring the unaltered portions of the existing building or building system to comply with this code. Alterations shall be such that the existing building or building system is not less conforming to the provisions of this code than the existing building or building system was prior to the alteration."

2. Revise the exception to Section R503.1.1 to read:

**"Exception:** The following alterations shall not be required to comply with the requirements for new construction provided that the energy use of the building is not increased:

1. Storm windows installed over existing fenestration.
  2. Surface-applied window film installed on existing fenestration assemblies to reduce solar heat gain provided that the code does not require the glazing or fenestration assembly to be replaced.
  3. Existing ceiling, wall or floor cavities exposed during construction provided that these cavities are filled with insulation with a thermal resistance of at least R-3 per inch. Insulation shall not be required to be added to existing wall cavities for masonry above-grade walls where a registered design professional indicates in the construction documents that insulation would block air circulation in the cavity and create moisture problems that would potentially lead to differential expansion and contraction.
  4. Construction where the existing roof, wall or floor cavity is not exposed.
  5. Roof recover.
  6. Roofs without insulation in the cavity and where the sheathing or insulation is exposed during reroofing shall be insulated either above or below the sheathing.
  7. For roof replacement of low-sloped roofs, where the required thermal resistance cannot be provided due to flashing height limitations presented by existing rooftop conditions that are not being altered, such as HVAC equipment, door or window sill height, parapet height, weep holes, and roof flashing heights not meeting the manufacturer's specifications if reduced, the maximum thickness of insulation compatible with the available space and existing conditions shall be installed. New insulation shall have a minimum thermal resistance of R-5 per inch. In no case shall a roof replacement reduce the thermal resistance (R-value) or increase the thermal transmittance (U-factor) of the roof assembly.
  8. The R-value for roof assemblies with tapered above-deck insulation shall average R-42.
  9. Air barriers shall not be required for roof recover and roof replacement where the scope of work does not include alterations to any other portion of the building thermal envelope."
3. Revise the exception to Section R503.1.4 by replacing "alterations" with "alterations."

**14N-R5-R504 Repairs.**

The provisions of Section R504 of IECC-RE are adopted by reference with the following modifications:

1. Revise Section R504.1 to read:

*"Existing buildings shall be repaired in compliance with Section R501.3 and this section. Work on nondamaged components necessary for the required repair of damaged components shall be considered to be part of the repair and shall not be subject to the requirements for alterations in this chapter. Routine maintenance required by Section R501.3, repairs exempt from permit, and abatement of wear due to normal service conditions shall not be subject to the requirements for repairs in this section."*

2. Revise Section R504.2, item 2 to read: *"Roof repairs."*

3. Revise Section R504.2 by adding a new item 4 to read:

*"4. Insulation with new roof covering where installed above the existing roof covering of a low-sloped roof to create slope between drains or upslope from obstructions to water flow."*

**14N-R5-R505 Change in use.**

The provisions of Section R505 of IECC-RE are not adopted. The following is adopted as Section R505:

**"R505 CHANGE IN USE****R505.1 General.**

Any space in a *residential building* that is converted to a *dwelling unit* or portion thereof from another use shall comply with this code.

**Exception:** Where the simulated performance option in Section R405 is used to comply with this section, the annual *energy cost* of the *proposed design* is allowed to be 110 percent of the annual *energy cost* allowed by Section R405.2.

**R505.2 Unconditioned space.**

Any unconditioned or low-energy space in a *residential building* that is altered to become a *conditioned space* shall comply with Section R502."

**CHAPTER 14N-R6 CHICAGO-SPECIFIC REQUIREMENTS—RESIDENTIAL****14N-R6-R600 Chapter R6.**

The following is adopted as Chapter C6 of this code:

**"CHAPTER R6. CHICAGO-SPECIFIC REQUIREMENTS—RESIDENTIAL****R601 SCOPE****R601.1 General.**

The provisions of this appendix shall be applicable to *residential buildings*.

**R601.2 Implementation of requirements exceeding the requirements of the 2021 IECC and 2022 Illinois Energy Conservation Code.**

The provisions of Sections R603 through R605 shall be applicable to permits applied for on and after January 1, 2023, in accordance with Section 14A-1-105.9 of the *Chicago Construction Codes Administrative Provisions*.

**R602 [RESERVED]****R603 SOLAR-READY ROOFS****R603.1 General.**

New construction *residential buildings* with more than 3 stories above grade plane and low-slope roofs shall comply with Section C603 of the *Chicago Energy Conservation Code—Commercial Provisions*.

**Exception:** *Buildings* with a ground-level footprint of 7,500 square feet (697 m<sup>2</sup>) or less.

**R604 ELECTRIFICATION-READINESS****R604.1 Scope.**

This section shall apply to equipment within *dwelling units* and rooms and spaces provided with domestic cooking appliances shared by the occupants of more than one *dwelling unit* in Group R-2, R-3, R-4 and R-5 occupancies that are created through:

1. New construction.
2. *Change of occupancy*.

**Exception:** *Change of occupancy* within Group R.

This section shall not apply to *alterations, additions, repairs or changes of occupancy* to existing Group R occupancies.

**R604.2 Indoor cooking appliances.**

A receptacle outlet served by an individual branch circuit with a minimum rating of 40 amperes shall be installed within 3 feet (914 mm) of each *fuel gas*-fired range, cooktop, oven or other permanently installed indoor cooking appliance. A minimum of 9,600 VA for 240-volt systems or 8,000 VA for 208-volt systems shall be included in feeder and service load calculations.

**R604.3 Domestic clothes dryers.**

A receptacle outlet served by an individual branch circuit with a minimum rating of 30 amperes shall be installed within 3 feet (914 mm) of each *fuel gas*-fired domestic clothes dryer. A minimum of 5,000 VA shall be included in feeder and service load calculations.

**R604.4 Water heaters.**

A receptacle outlet served by an individual branch circuit with a minimum rating of 30 amperes shall be installed within 3 feet (914 mm) of each *fuel gas-fired water heater* serving a single *dwelling unit*. A minimum of 4,500 VA shall be included in feeder and service load calculations.

**R604.4.1 Clear space.**

A clear space that is at least 3 feet (914 mm) by 3 feet (914 mm) by 7 feet (2134 mm) high shall be provided within 3 feet (914 mm) of the installed *fuel gas-fired water heater*.

**Exception:** Clear space is not required adjacent to heat pump *water heaters* or tankless *water heaters*.

**R604.5 Electrification-ready circuits.**

Both ends of the unused conductors required by Sections R604.2, R604.3 and R604.4 shall be labeled "SPARE" and be electrically isolated. Space shall be reserved in the electrical panel in which the branch circuit originates for the installation of an overcurrent device. Capacity for the circuits required by Sections R604.2, R604.3 and R604.4 shall be included in the electrical load calculations of the original installation.

**R605 BALCONIES AND PARAPETS****R605.1 Continuous insulation.**

In new construction, exterior balconies and parapets that interrupt the *building thermal envelope* shall comply with one of the following:

1. Shall be insulated with *continuous insulation* having a minimum *thermal resistance (R-value)* equivalent to the continuous insulation component required in the adjacent wall assembly as listed in Table R402.1.3. Where more than one wall assembly is interrupted by an adjacent balcony, the higher *thermal resistance (R-value)* shall be used.
2. Shall incorporate a minimum R-3 thermal break at the location where the element penetrates the *building thermal envelope*.

**Exceptions:**

1. Group R-5 occupancies.
2. Penetrations in the *building thermal envelope* that do not exceed 1 square foot (0.09 m<sup>2</sup>).

**R606 GAS LIGHTING PROHIBITED****R606.1 General.**

New permanently installed *fuel gas-fired* lighting appliances shall be prohibited.

**R607 ROOF SOLAR REFLECTANCE****R607.1 General.**

Roof coverings shall comply with Section 1515 of the *Chicago Building Code*.

**R608 ELECTRIC VEHICLE SUPPLY EQUIPMENT****R608.1 General.**

Electric vehicle supply equipment or electric vehicle supply equipment-ready parking spaces shall be provided in accordance with Section 17-10-1011 of the *Chicago Zoning Ordinance*."

**CHAPTER 14A-R2 REFERENCED STANDARDS—RESIDENTIAL****14A-R2-R700 Chapter R7.**

The provisions of Chapter 6 of IECC-RE are adopted by reference as Chapter R7 of this code with the following modifications:

1. Insert a new section to read:

**“AISII**

American Iron and Steel Institute  
25 Massachusetts Avenue, NW, Suite 800  
Washington DC 20001

AISI S250 – 21 (with Supplement #1 dated 2022): North American Standard for Thermal Transmittance of Building Envelopes with Cold-Formed Steel Framing”

2. Insert a new section to read:

**“AMCA**

Air Movement and Control Association International  
2311 Wilson Blvd., Suite 400  
Arlington, VA 22201

ANSI/AMCA 210—16/ANSI/ASHRAE 51—16: Laboratory Methods of Testing Fans for Aerodynamic Performance Rating”

3. Delete the following ICC references: IBC-21, IEBC-21, IFC-21, IFCG-21, IMC-21, IPC-21, IPMC-21, IPSDC-21, and IRC-21.
4. Insert the following ICC reference: “ICC 700—2020: National Green Building Standard.”
5. Insert a new section to read:

**“NEMA**

National Electrical Manufacturers Association  
12300 17th Street North No. 900  
Arlington, VA 22209

OS 4—2016: Requirements for Air-Sealed Boxes for Electrical and Communication Applications.”

6. Delete the entire “NFPA” section.

7. Insert a new section to read:

## “PHIUS

Phius  
53 West Jackson Boulevard, Suite 1462  
Chicago, IL 60604-3606

PHIUS—2021: Passive Building Standard Certification Guidebook (Version 3.1, July 2022)”

### ARTICLE II. CORRELATING AMENDMENTS

**SECTION 1.** Section 14A-1-105.9 of the Municipal Code of Chicago and its subsections are hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**14A-1-105.9 Energy conservation (Title 14N).**

Beginning June 1, 2019, and ending October 31, 2022, except as otherwise provided in Sections 14A-1-105.9.1 through 14A-1-105.9.3, all *permit* applications must be submitted and all construction and *rehabilitation* work must be performed in accordance with Title 14N (the 2019 Chicago Energy Conservation Code) and Section 14B-15-1515. Beginning November 1, 2022, except as provided in Sections 14A-1-105.9.4 through 14A-1-105.9.6, all permit applications must be submitted and all construction and rehabilitation work must be performed in accordance with Title 14N as amended in 2022 (the 2022 Chicago Energy Transformation Code).

*(Omitted text is not affected by this ordinance.)*

**14A-1-105.9.2 Minor revision permits.**

On and after June 1, 2019, and until October 31, 2022, the *building official* may allow a *permit* application that seeks a minor revision to an issued *permit* applied for before June 1, 2019, to be issued and built in accordance with all energy conservation requirements applicable to the previously-issued *permit*. The *building official* may designate, by rule, criteria for application of this provision.

**14A-1-105.9.3 Phased permitting.**

On and after June 1, 2019, and until October 31, 2022, the *building official* may allow a *permit* application that seeks a *permit* for the second or subsequent phase of a project for which an issued *permit* for the first phase was applied for before June 1, 2019, to be issued and built in accordance with all energy conservation requirements applicable to the previously-issued *permit*. The *building official* may designate, by rule, criteria for application of this provision.

**14A-1-105.9.4 Permit applied for before November 1, 2022.**

A *permit* applied for before November 1, 2022, based on all applicable energy conservation requirements in effect on the date of application, may be issued and the permitted work may be built in accordance with those requirements.

**14A-1-105.9.5 Minor revision permits.**

On and after November 1, 2022, the *building official* may allow a *permit* application that seeks a minor revision to an issued *permit* applied for before November 1, 2022, to be issued and built in accordance with all energy conservation requirements applicable to the previously-issued *permit*. The *building official* may designate, by rule, criteria for application of this provision.

**14A-1-105.9.6 Phased permitting.**

On and after November 1, 2022, the *building official* may allow a *permit* application that seeks a *permit* for the second or subsequent phase of a project for which the first phase *permit* was issued under the 2019 *Chicago Energy Conservation Code* to be issued and built under that code. On and after January 1, 2023, the *building official* may allow a *permit* application that seeks a *permit* for the second or subsequent phase of a project for which the first phase *permit* was issued under the 2022 *Chicago Energy Transformation Code* to be issued and built under the requirements of that code applicable to the first phase permit. The *building official* may designate, by rule, criteria for application of this provision.

**SECTION 2.** Section 14A-2-202 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**14A-2-202 DEFINITIONS.**

*(Omitted text is not affected by this ordinance.)*

**APPROVED AGENCY.** A Nationally Recognized Testing Laboratory (NRTL) recognized by the United States Department of Labor, Occupational Safety and Health Administration (OSHA), acting within its recognized scope; a certification body accredited by the American National Standards Institute (ANSI) or the International Accreditation Service (IAS), acting within its accredited scope; or, where *approved* by the *building official*, another established agency that is regularly engaged in conducting tests, furnishing inspection services, or furnishing product certification.

*(Omitted text is not affected by this ordinance.)*

**CHICAGO ENERGY CONSERVATION CODE.** Title 14N of the *Municipal Code*. (On and after November 1, 2022, references to "*Chicago Energy Conservation Code*" mean "*Chicago Energy Transformation Code*".)

**CHICAGO ENERGY TRANSFORMATION CODE.** Title 14N of the *Municipal Code* on and after November 1, 2022.

**Chicago Energy Transformation Code—Commercial Provisions.** Part I of the *Chicago Energy Transformation Code*.

**Chicago Energy Transformation Code—Residential Provisions.** Part II of the *Chicago Energy Transformation Code*.

*(Omitted text is not affected by this ordinance.)*

**SECTION 3.** Section 14A-4-411.3.13 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**14A-4-411.3.13 Energy conservation.**

*Construction documents* must include the following details, as applicable:

1. Insulation materials and their *R*-values.
2. Fenestration *U*-factors and solar heat gain coefficients (SHGCs).
3. Area-weighted *U*-factor and solar heat gain coefficient (SHGC) calculations.
4. Mechanical system design criteria.
5. Mechanical and service water heating systems and equipment types, sizes, and efficiencies.
6. Economizer description.
7. Equipment and system controls.
8. Fan motor horsepower (hp) and controls.
9. Duct sealing and duct and pipe insulation locations.
10. Lighting fixture schedule with wattage and control narrative.
11. Location of required daylight zones on floorplans.
12. Air barrier and air sealing details, including the location of the air barrier.
13. Energy compliance path.

**SECTION 4.** Table 14A-12-1204.2 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**Table 14A-12-1204.2 Stand-Alone Permit Fees**

Category of Work	Scope of Work	Drawings required	Zoning fee required	Permit fee
Administrative issues	Change of owner or contractor, extension of time, permit reinstatement <sup>a</sup>	No	No	\$75 per permit number
	Filing deferred submittal documents <sup>c</sup>	Yes	No	\$500
	<u>Filing post-construction compliance documentation required by Title 14N <sup>c</sup></u>	<u>No</u>	<u>No</u>	<u>\$50</u>
	Reprint permit (except self-service)	No	No	\$25

<i>(Omitted text is not affected by this ordinance.)</i>				
Electrical	Installation of electrical service <u>disconnecting means</u> only, less than 400 amps	See Section 14E-2-215.5	No	\$75
	Installation of electrical service <u>disconnecting means</u> only, 400 to less than 1,000 amps		No	\$300
	Installation of electrical service <u>disconnecting means</u> only, 1,000 amps or more		No	\$750
<i>(Omitted text is not affected by this ordinance.)</i>				
	Installation of up to 10 new circuits on a single service <u>disconnecting means</u>		No	\$150
	Installation of 11 to 20 new circuits on a single service <u>disconnecting means</u>		No	\$300
	Installation of 21 to 40 new circuits on a single service <u>disconnecting means</u>		No	\$600
	Installation of 41 to 80 new circuits on a single service <u>disconnecting means</u>		No	\$1,500
	Installation of 81 new circuits or more on a single service <u>disconnecting means</u>		No	\$2,250
	<i>Repair or alteration</i> of devices on existing electrical circuits	No	No	\$75 per service <u>disconnecting means</u>
	Solar panel installation (less than 13.44 kW) <u>with or without installation of energy storage system (up to 20 kWh)</u>	No	Yes	\$225
	Temporary electrical service <u>or service disconnecting means</u>	No	No	\$150
<i>(Omitted text is not affected by this ordinance.)</i>				
Mechanical (HVAC)	Duct extension or reconfiguration for existing ventilation <u>or exhaust</u> system	No	No	\$75 per <u>dwelling unit or tenant space</u>

	<u>Gas piping extension or reconfiguration</u>	<u>No</u>	<u>No</u>	<u>\$75 per dwelling unit or tenant space</u>
(Omitted text is not affected by this ordinance.)				
Roof	<u>Roof repair or roof recover</u> (no tear off)	<u>No</u>	<u>No</u>	<u>\$175 per area up to 5,000 square feet</u>
	<u>Roof repair</u>	<u>No</u>	<u>No</u>	<u>\$175</u>
	<u>Roof replacement</u>	<u>No</u>	<u>No</u>	<u>\$450 per area up to 5,000 square feet</u>

(Omitted text is not affected by this ordinance.)

**SECTION 5.** Section 14B-7-705 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**14B-7-705 Exterior walls.**

The provisions of Section 705 of IBC are adopted by reference with the following modifications:

(Omitted text is not affected by this ordinance.)

2. Insert Tables 705.2.1 and 705.2.2 as shown:

**TABLE 705.2.1  
PROJECTIONS FROM WALLS OF ANY TYPE OF CONSTRUCTION <sup>a</sup>**

Type of Projection	Material Type	Fire Separation Distance (feet) <sup>b</sup>			
		0 to less than 3	3 to less than 5	5 to less than 10	10 or greater
Cornices, eave overhangs, <u>sunshades</u> , bay windows, oriel windows and similar decorative projections on <i>buildings</i> not exceeding 40 feet in <i>building height</i>	U	No	Yes	Yes	Yes
	P	Yes	Yes	Yes	Yes
Cornices, eave overhangs, <u>sunshades</u> , bay windows, oriel windows and similar decorative projections on <i>buildings</i> greater than 40 feet in <i>building height</i>	U	No	No	No	No
	<u>UNC</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
	P	No	No	No	Yes
	PNC	Yes	Yes	Yes	Yes

(Omitted text is not affected by this ordinance.)

**SECTION 6.** Section 14B-15-1515 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**14B-15-1515 Solar reflectance.**

The following language is adopted as a new Section 1515:

*(Omitted text is not affected by this ordinance.)*

**1515.2 Solar reflectance.**

All *roof coverings* shall have a minimum solar reflectance as specified in Sections 1515.2.1 or 1515.2.2 as demonstrated by:

1. ~~Testing~~ tested in accordance with ASTM C1549, ASTM E903, ~~or~~ ASTM E1918 ~~or~~ CRRC-S100.
2. ~~Testing with a portable reflectometer at near-ambient conditions.~~
3. ~~A label from the Cool Roof Rating Council.~~
4. ~~Labeled Energy Star-qualified roof product.~~

**1515.2.1 Low-sloped roofs.**

*Roof coverings on low-sloped roofs* shall have an initial reflectance value of 0.72 or a ~~three-year-installed~~ three-year-aged solar reflectance value of 0.5 or greater.

**Exceptions:**

1. Where more than 50 percent of the roof area is a *vegetative roof* or roof garden, the remainder of the roof area shall have a ~~three-year-installed~~ three-year-aged solar reflectance value of 0.3 or greater.
2. Roofs with a minimum of 15 pounds per square foot (0.72 kN/ m<sup>2</sup>) of *ballast* installed over the entire roof area to resist wind uplift shall have a ~~three-year-installed~~ three-year-aged solar reflectance value of 0.3 or greater.

*(Omitted text is not affected by this ordinance.)*

**SECTION 7.** Section 14B-35-3500 of the Municipal Code of Chicago is hereby amended by inserting the language underscored, as follows:

**14B-35-3500 Chapter 35.**

The provisions of Chapter 35 of IBC are adopted by reference with the following modifications:

*(Omitted text is not affected by this ordinance.)*

8. Insert the following standards under ASTM:

“A48/A48M–03(2016): Standard Specification for Gray Iron Castings”

“C1549—2016: Standard Test Method for Determination of Solar Reflectance Near Ambient Temperature Using a Portable Solar Reflectometer”

"D2974-14: Standard Test Methods for Moisture, Ash, and Organic Matter of Peat and Other Organic Soils"

*(Omitted text is not affected by this ordinance.)*

"E514/E514M-14a: Standard Test Method for Water Penetration and Leakage Through Masonry"

"E903-20: Standard Test Method for Solar Absorptance, Reflectance, and Transmittance of Materials Using Integrating Spheres"

"E1918-06(2016): Standard Test Method for Measuring Solar Reflectance of Horizontal or Low-sloped Surfaces in the Field"

*(Omitted text is not affected by this ordinance.)*

9.1. Insert a new section to read:

**CRRC**

Cool Roof Rating Council  
2435 North Lombard Street  
Portland, OR 97217

ANSI/CRRC S100-2020: Standard Test Methods for Determining Radiative Properties of Materials"

9.2. Delete the following standard under DASMA: ANSI/DASMA 115-2016.

*(Omitted text is not affected by this ordinance.)*

**SECTION 8.** Table 18-28-403.3 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**Table 18-28-403.3  
 Ventilating Requirements\***

*(Omitted text is not affected by this ordinance.)*

<b>Hotels, Motels and Dormitories</b>					
<i>(Omitted text is not affected by this ordinance.)</i>					
Sleeping Rooms		4	0	0	See Chapter 14B-12; may exhaust through toilet room.
	4		0.3	0.3	
<u>Toilet Rooms / Bathrooms—</u> <u>Private</u>					<u>See Note 6.</u>
<i>(Omitted text is not affected by this ordinance.)</i>					

Private Dwellings (Single and Multiple)					
Living Quarters			NV	NV	See Chapter 14B-12.
Living Quarters (Kitchen)		4	0	0	See Notes 1 and 4.
	4		0	1.5	
Toilet Rooms (residential)		4	0	0	See Notes 2 and 4.
	4		0	1.5	
<u>Toilet Rooms / Bathrooms— Private</u>					<u>See Note 6.</u>

Note 1. When a common exhaust system serves multiple kitchens, a minimum 75% of the ordinance air shall be used in sizing of central fan and ductwork, provided automatic controls are installed to shut off exhaust from individual kitchens when not in use. [Reserved.]

Note 2. When a common exhaust serves multiple toilet rooms, a minimum 50% of the ordinance air shall be used in sizing of central fan and ductwork, provided automatic controls are installed to shut off exhaust from individual toilet rooms when not in use. [Reserved.]

*(Omitted text is not affected by this ordinance.)*

Note 6. For each private toilet room or bathroom: 20 CFM when the exhaust system is designed to operate continuously when the associated living quarters are occupied; 50 CFM when the exhaust system is designed to operate intermittently. For intermittent operation, either an automatic control or ready access to a manual control shall be provided within the room.

Note 7. For each residential kitchen: 50 CFM when the kitchen is enclosed and the exhaust system is designed to operate continuously when the associated living quarters are occupied; 100 CFM vented range hood or 300 CFM mechanical exhaust (including downdraft) when the kitchen is unenclosed or the exhaust system is designed to operate intermittently. For intermittent operation, either an automatic control or ready access to a manual control shall be provided within the room.

**SECTION 9.** Section 18-28-501.2 of the Municipal Code of Chicago is hereby amended by deleting the language struck through and by inserting the language underscored, as follows:

**18-28-501.2 Independent system required.**

Single or combined mechanical exhaust systems ~~from bath, toilet, urinal, locker, service sink closets and similar rooms~~ for environmental air shall be independent of all other exhaust systems. Dryer, domestic kitchen and hazardous exhaust shall be independent of all other systems. Type I exhaust systems shall be independent of all other exhaust systems except as provided in Section 18-28-506.3.6. Single or combined Type II exhaust systems for food-processing operations shall be independent of all other exhaust systems. Kitchen Commercial kitchen exhaust systems shall be constructed in accordance with ~~Section 18-28-505 for domestic equipment and Sections 18-28-506 through 18-28-509 for commercial equipment.~~

**ARTICLE III.  
EFFECTIVE DATE**

**SECTION 1.** This ordinance shall take full force and effect on November 1, 2022, following passage and approval and subject to the transitional provisions added to Sections 14A-1-105.9, 14N-C6-C601.2, and 14N-R6-R601.2 of the Municipal Code of Chicago by this ordinance.

**SECTION 2.** The repeal of provisions of the Municipal Code of Chicago pursuant to this ordinance shall not affect any order or permit issued, offense committed, amount paid, or penalty incurred pursuant to those provisions before the repeal took effect.

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF  
AREA SHOWN ON MAP NOS. 2-G AND 4-G.

(As Amended)

(Application No. 21046)

(Common Address: 1201 -- 1285 W. Cabrini St./816 -- 1359, 815 -- 915 And 1205 -- 1357 S. Racine Ave./1069 -- 1359, 1417 -- 1537 W. Roosevelt Rd./1204 -- 1468 S. Blue Island Ave./1240 -- 1554, 1501 -- 1555 W. 15<sup>th</sup> St./1235 -- 1247, 1301 -- 1313 And 1335 -- 1513 S. Ashland Ave./1131 -- 1461 And 1234 -- 1458 S. Loomis St./1325 -- 1349 W. Arthington St./900 -- 938 And 815 -- 939 S. Ada St./816 -- 1140 And 815 -- 1141 S. Lytle St./1200 -- 1346 And 1201 -- 1259 W. Taylor St./1001 -- 1458 And 1130 -- 1459 S. Throop St./1300 -- 1358, 1301 -- 1359, 1555 -- 1543 And 1554 -- 1542 W. 14<sup>th</sup> Pl./1200 -- 1358, 1201 -- 1359, 1543 -- 1555 And 1542 -- 1554 W. 14<sup>th</sup> St./1201 -- 1359, 1200 -- 1358, 1513 -- 1555 And 1512 -- 1542 W. Hastings St./1545 -- 1555 W. 13<sup>th</sup> St./1101 -- 1359, 1083 -- 1359 And 1543 -- 1555 W. Washburne Ave./1204 -- 1458 And 1205 -- 1459 S. Laflin St./1121 -- 1359 And 1117 -- 1358 W. 13<sup>th</sup> St.)

[SO2022-1838]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

Page 13 contains a fee waiver for the historical landmark property located at 1100 East Hyde Park Boulevard.

Page 13 further contains various large signs over 100 square feet in area and 24 feet above grade in the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 32<sup>nd</sup>, 42<sup>nd</sup>, 45<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

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

*Yeas* -- Aldermen Hopkins, King, Hairston, Mitchell, Harris, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Brookins, Rodriguez, Tabares, Scott, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Austin, Mitts, Sposato, Nugent, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Osterman, Silverstein -- 37.

*Nays* -- Aldermen La Spata, Dowell, Beale, Taylor, Sigcho-Lopez, Rodriguez-Sanchez, Ramirez-Rosa, Villegas, Vasquez, Martin, Hadden -- 11.

Alderman Cappleman 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 Chicago Zoning Ordinance be amended by changing all the current Residential-Business Planned Development Number 896 District symbols and indications as shown on Map Number 4-G in the area bounded by:

West Washburne Avenue; the alley next east of South Ashland Avenue; the alley next south of West Washburne Avenue; and South Ashland Avenue,

to those of the B3-3 Community Shopping District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all the current Residential-Business Planned Development Number 896 District symbols and indications as shown on Map Number 4-G in the area bounded by:

West 13<sup>th</sup> Street; the alley next east of South Ashland Avenue; the alley next south of West 13<sup>th</sup> Street; and South Ashland Avenue,

to those of the B3-3 Community Shopping District.

SECTION 3. That the Chicago Zoning Ordinance be amended by changing all the current Residential-Business Planned Development Number 896 District symbols and indications as shown on Map Number 4-G in the area bounded by:

West Hastings Street; the alley next east of South Ashland Avenue; West 14<sup>th</sup> Place; and South Ashland Avenue,

to those of the B3-3 Community Shopping District.

SECTION 4. That the Chicago Zoning Ordinance be amended by changing all the current Residential-Business Planned Development Number 896 District symbols and indications as shown on Map Numbers 2-G and 4-G in the area bounded by:

West Cabrini Street; South Racine Avenue; West Roosevelt Road; South Blue Island Avenue; West 15<sup>th</sup> Street; South Laflin Street; a line 132 feet next south of West 15<sup>th</sup> Street; South Ashland Avenue; West 14<sup>th</sup> Place; the alley next east of South Ashland Avenue; the alley next north of West Washburne Avenue; a line 179.5 feet next east of South Ashland Avenue; West Roosevelt Road; a line 192 feet next west of South Loomis Street; the alley next south of West Roosevelt Road; a line 144 feet next west of South Loomis Street; West Washburne Avenue, if extended west of South Loomis Street; South Loomis Street; West Grenshaw Street; South Throop Street; West Taylor Street; a line 100 feet next east of South Loomis Street; the alley next north of West Taylor Street; the alley next east of South Loomis Street; West Arthington Street; and South Ada Street,

to those of Residential-Business Planned Development Number 896, as amended, which is hereby established in the area described above and subject to such use and bulk regulations as are set forth in the Plan of Development attached hereto and to no others.

SECTION 5. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development Number 896, As Amended.*

*Plan Of Development Statements.*

1. The area delineated herein as Residential-Business Planned Development Number 896, as amended (the "Planned Development") consists of approximately five million one hundred eighty thousand six hundred four (5,180,604) square feet (one hundred sixty and five tenths (118.93) acres) of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property"). The "Applicant" for this amendment is the City of Chicago.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Property owners, including without limitation the Chicago Housing Authority and its designated master development LR ABLA LLC (the "Master Developer"), and their successors, assigns, grantees, and any ground lessors (collectively, "Affiliates"). All rights granted hereunder shall inure to the benefit of the Affiliates. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance (the "Zoning Ordinance"), the Property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this statement is defined in Section 17-8-0400 of the Zoning Ordinance; provided, however, that (a) any changes or modifications to this Planned Development applicable to or in a given subarea need only be made or authorized by the owners and/or any ground/air-rights lessors of such subarea; and \*(c) any application to the City for any amendment to this Planned Development or any other modification or change thereto (administrative, legislative or otherwise), or, to

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\* Editor's Note: Lettering sequence error; (b) missing in original document.

the extent permitted by law, for a permit to construct improvements on the Property filed prior to completion of the improvements contemplated by this Planned Development shall be made or authorized by the Master Developer. Upon completion of construction of all the improvements contemplated by this Planned Development, any application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development may be filed or authorized for an individual parcel by the owner of the improvements located thereon.

3. All applicable official reviews, approvals or permits are required to be obtained by the applicable Affiliate. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Chicago Department of Transportation ("CDOT") on behalf of the applicable Affiliate.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Any changes to the Site Plan as a result of both the Departments' review shall be processed as a minor change pursuant to Section 17-13-0611 of the Zoning Ordinance and a stamped CDOT plan. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the applicable Affiliate, such Affiliate shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This Plan of Development consists of (i) these eighteen (18) statements, (ii) a Bulk Regulations and Data Table, (iii) the following exhibits and plans attached hereto prepared by Gensler and dated September 15, 2022: a Planned Development Boundary and Property Line Map; a Subarea Map; a Right-of-Way Adjustments Map; Proposed Open Space Plan; and Street Character Guidelines; (iv) the following plans prepared by DeStefano + Partners dated November 20, 2003: a Phase I Site Plan and a Phase I Landscape Plan; and Building Elevations, which exhibits are attached to the P.D. amendment approved by the City Council on September 5, 2007, and published in the City Council *Journal of the Proceedings of the City Council of the City of Chicago* at pages 7434 through 7507; (v) the following exhibits and plans prepared by Skidmore, Owings & Merrill LLP dated August 17, 2017: Subarea D Existing Land-Use Map; Site/Landscape Plan; Building Elevations (north, south, east and west) and Green Roof Plan; (vi) the following plans and exhibits dated July 15, 2021, relating to the development of new construction buildings in Subareas B and D and the adaptive reuse of an existing building in Subarea D known as the National Public Housing Museum and Apartments, which exhibits are attached to the P.D. amendment approved by the City Council on July 21, 2021, and published in the City Council *Journal of the Proceedings of the City Council of the City of Chicago* at pages 33716 -- 33766: Subarea B 1257 West Roosevelt Existing Land-Use Map; Subarea B 1257 West Roosevelt Site/Landscape Plan; Subarea B 1257 West Roosevelt Roof Plan; Subarea B 1257 West Roosevelt North and West Elevations; Subarea B 1257 West Roosevelt South and East Elevations; Subarea B 1257 West Roosevelt Landscape Plant List; Subarea B 1257 West Roosevelt Landscape Details; Subarea B 1357 West Roosevelt Existing Land-Use Map; Subarea B 1357 West Roosevelt Site/Landscape Plan; Subarea B 1357 West Roosevelt Roof Plan; Subarea B 1357 West Roosevelt North and West Elevations; Subarea B 1357 West Roosevelt South and East Elevations; Subarea B 1357 West Roosevelt Landscape Plant List; Subarea B 1357 West Roosevelt Landscape Details; Subarea D 1002 South Racine Existing Land-Use Map; Subarea D 1002 South Racine Site/Landscape Plan; Subarea D 1002 South Racine Green Roof Plan; Subarea D 1002 South Racine North and East Elevations; Subarea D 1002 South Racine South and West Elevations; Subarea D 1002 South Racine Landscape Plant List; Subarea D 1002 South Racine Landscape Details; Subarea D 1322 West Taylor Existing Land-Use Map; Subarea D 1322 West Taylor Site/Landscape Plan; Subarea D 1322 West Taylor East, West, and Courtyard North Elevations; Subarea D 1322 West Taylor North, South, and Courtyard South Elevations; Subarea D 1322 West Taylor Landscape Plant List; and

Subarea D 1322 West Taylor Landscape Detail; and (vii) the following plans prepared by Crawford Architects and dated September 15, 2022: Subarea G Site Plan; Subarea G Landscape Site Plan; Subarea G Landscape Plan LS100; Subarea G Landscape Plan LS101; Subarea G Landscape Plan LS102; Subarea G Landscape Plan LS103; Subarea G Landscape Fence Detail; Subarea G Landscape Planting Details; Subarea G Landscape Plant Palette; Subarea G Landscape Streetscape Section; Subarea G Performance Centre Ground Level Plan; Subarea G Performance Centre Second Level Plan; Subarea G Field Crew Ground Level Plan; Subarea G Performance Centre Facade Material Systems (South, North, East and West Elevations); Subarea G Field Crew Building Elevations (West, East, South and North); Subarea G Seasonal Inflatable Dome Diagram -- Illustrative Specifications; Subarea G Site Signage; Subarea G Site Fencing. A full-size set of the foregoing plans and exhibits is on file with the Department of Planning and Development.

In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereof, and satisfies the established criteria for approval as a Planned Development. These and no other zoning controls shall apply to development of the Property. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

The Property within the Planned Development is divided into fifteen (15) subareas as indicated on the Subarea Map. Subject to the Bulk Regulations and Data Table and the Street Character Guidelines, the uses permitted in the area delineated herein as a Planned Development shall be as set forth below:

Subareas A1, A2, A3, A4 And A5.

The following uses shall be permitted in Subareas A1, A2, A3, A4 and A5: dwelling units located above the first floor; detached house; multi-unit (3+ units); townhouse; parks and recreation (including without limitation community centers); community garden; police station; fire station; bed and breakfast; vacation rental; wireless communication facilities; incidental and accessory uses; accessory parking.

Subarea B1.

The following uses shall be permitted in Subarea B1: dwelling units located above the ground floor; cultural exhibits and libraries; day care; postal service; public safety services; utilities and services, minor; artist work or sales space; urban farm, rooftop operation; communication service establishments; financial services (except for payday/title secured loan store, pawn shop); retail, general; co-located wireless communication facilities; incidental and accessory uses; accessory parking.

**Subarea B2.**

The following uses shall be permitted in Subarea B2: artist live/work space located above the ground floor; dwelling units located above the ground floor; colleges and universities; cultural exhibits and libraries; day care; postal service; public safety services; utilities and services, minor; animal services (shelter/board kennel, sales and grooming, and veterinary); artist work or sales space; body art services; building maintenance services; business equipment sales and service; business support services (excluding day labor employment agency); urban farm, rooftop operation; communication service establishments; eating and drinking establishments (limited and general restaurants, taverns, and outdoor patios located at grade level); indoor special event including incidental liquor sales; entertainment and spectator sports (small and medium venues); banquet or meeting halls; financial services (excluding payday/title secured loan stores and pawn shops); food and beverage retail sales, including liquor store (package goods) and accessory, liquor sales; medical service; office; personal service; consumer repair or laundry service; retail sales; amusement arcades; entertainment cabaret; children's play center; valuable objects dealer; light equipment sales/rental, indoor; artisan manufacturing; limited manufacturing (catering and shared kitchen, food production); co-located wireless communication facilities; incidental and accessory uses; accessory parking.

**Subarea C1.**

The following uses shall be permitted in Subarea C1: dwelling units located above the ground floor; elderly housing; multi-unit (3+ units) residential; townhouse; assisted living; bed and breakfast; vacation rental; co-located wireless communication facilities; incidental and accessory uses; accessory parking.

**Subarea C2.**

The following uses shall be permitted in Subarea C2: dwelling units located above the ground floor; elderly housing; multi-unit (3+ units) residential; townhouse; assisted living; cultural exhibits and libraries; day care; parks and recreation; postal service; utilities and services, minor; artist work or sales space; urban farm, rooftop operation; bed and breakfast; vacation rental; retail sales, general; co-located wireless communication facilities; incidental and accessory uses; accessory parking.

**Subarea D.**

The following uses shall be permitted in Subarea D: dwelling units located above the ground floor; cultural exhibits and libraries; day care; parks and recreation; postal service; public safety services; utilities and services, minor; artist work or sales space; animal services, sales and grooming; body art services; business equipment sales and service; business support services (excluding day labor employment agency);

urban farm, rooftop operation; communication service establishments; eating and drinking establishments (limited and general restaurants, taverns, and outdoor patios located at grade level or rooftop); entertainment and spectator sports, indoor special events including incidental liquor sales, small venues; financial services (excluding payday/title secured loan stores and pawn shops); food and beverage retail sales, and accessory liquor sales; bed and breakfast; vacation rental; medical service; office; personal service; consumer repair or laundry service; retail sales; children's play center; valuable objects dealer; artisan manufacturing; limited manufacturing (catering and shared kitchen, food production); co-located wireless communication facilities; incidental and accessory uses; accessory parking.

#### Subarea E1.

The following uses shall be permitted in Subarea E1: dwelling units located above the ground floor; elderly housing; multi-unit (3+ units) residential; townhouse; assisted living; bed and breakfast; vacation rental; colleges and universities; cultural exhibits and libraries; day care; postal service; public safety services; religious assembly; utilities and services, minor; urban farm, rooftop operation; artisan manufacturing; limited manufacturing (catering and shared kitchen, food production); co-located wireless communication facilities; incidental and accessory uses; accessory parking.

#### Subarea E2.

The following uses shall be permitted in Subarea E2: dwelling units located above the ground floor; elderly housing; multi-unit (3+ units) residential; townhouse; assisted living; bed and breakfast; vacation rental; cultural exhibits and libraries; day care; parks and recreation; postal service; public safety services; utilities and services, minor; artist work or sales space; animal services, sales and grooming; body art services; business equipment sales and service; business support services (excluding day labor employment agency); urban farm, rooftop operation; communication service establishments; eating and drinking establishments (limited and general restaurants, taverns, and outdoor patios located at grade level or rooftop); entertainment and spectator sports, indoor special events including incidental liquor sales, small venues; financial services (excluding payday/title secured loan stores and pawn shops); food and beverage retail sales, and accessory liquor sales; bed and breakfast; vacation rental; medical service; office; personal service; consumer repair or laundry service; retail sales; children's play center; valuable objects dealer; artisan manufacturing; limited manufacturing (catering and shared kitchen, food production); co-located wireless communication facilities; incidental and accessory uses; accessory parking.

#### Subarea F.

The following uses shall be permitted in Subarea F: dwelling units located above the first floor; multi-unit (3+ units); townhouse; parks and recreation (including community centers and community gardens); public safety services; schools; wireless communication facilities; incidental and accessory uses; accessory parking.

#### Subarea G.

The following uses shall be permitted in Subarea G: office; indoor and outdoor participant sports and recreation, entertainment and spectator sports (small and medium venues); indoor special event including incidental liquor sales; parks and recreation; retail sales; multi-unit residential units; group living; food and beverage retail sales; co-located wireless communication facilities; incidental and accessory uses (including without limitation medical services, personal services, and restaurant and food and beverage services provided to users of the principal uses within Subarea G) and accessory parking.

#### Subarea H.

The following uses shall be permitted in Subarea H: indoor and outdoor participant sports and recreation; entertainment and spectator sports (small, medium and large venues); indoor special events including incidental liquor sales; parks and recreation; active and passive open space; playgrounds; playing fields and playing courts; cultural exhibits and libraries; day care; community centers, recreation buildings and similar assembly use; community garden; restaurants (limited, general and outdoor patios located at grade level); retail sales; food and beverage retail sales; co-located wireless communication facilities; incidental and accessory uses (including medical and personal services provided to users of facilities within Subarea H) and accessory parking.

#### Additional Permitted Use Regulations applicable to all subareas:

- (a) Portions of the Property in all subareas may be used on an interim basis for construction staging and the storage of construction materials for the various phases of development of the Property (including temporary buildings for construction purposes) and for public and private parks and playgrounds. In addition, the floor area ratios provided for each subarea herein may be exceeded on a temporary basis during such construction.
- (b) Any uses existing on the Property as of the date of adoption of this Planned Development shall be allowed to be maintained until the applicable Affiliate undertakes redevelopment thereof as provided herein.

- (c) Residential uses may be permitted below the second (2<sup>nd</sup>) floor in all subareas.
  - (d) All retail shall have a minimum floor to floor height of twelve (12) feet.
  - (e) [Intentionally omitted.]
  - (f) Stand-alone business uses shall only be permitted within Subarea B1 at the southwest corner of South Racine Avenue and West Roosevelt Road and the southeast corner of South Loomis Street and West Roosevelt Road, provided the type of such use shall be subject to consultation with the ABLA Working Group, and provided further that the total amount of business space in the aforementioned locations shall not exceed fifteen thousand (15,000) and seven thousand five hundred (7,500) square feet, respectively. Business uses shall also be permitted at the southeast corner of West Roosevelt Road and South Racine Avenue, provided such uses are located on the ground floor of a residential building and that the total amount of business space permitted in such location shall not exceed two thousand (2,000) square feet.
  - (g) Drive-through facilities for uses other than restaurants shall be permitted in Subarea B1 and Subarea B2, subject to the review and approval of the Department of Planning and Development.
  - (h) All permitted business uses in Subarea D shall be located on the ground floor of residential buildings.
  - (i) [Intentionally omitted.]
  - (j) Permitted museum uses may exceed six thousand (6,000) square feet.
  - (k) All permitted "drive-through" uses shall be subject to the review and approval of the Department of Planning and Development.
5. Project identification signs and business identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs also shall be permitted, subject to the review and approval of the Department of Planning and Development. Sponsorship and sponsorship recognition signage also shall be permitted in Subarea G and Subarea H, subject to the review and approval of the Department of Planning and Development.
6. Off-street parking and loading facilities shall be provided in accordance with the provisions of this Planned Development subject to the review and approval of the Departments of Transportation and Planning and Development. Any service drive or

other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Departments of Transportation and Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Department of Transportation.

7. In addition to the maximum height of any building or any appurtenance depicted on the Building Elevations attached hereto, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.
8. The improvements on the Property shall be designed, constructed and maintained in substantial conformance with this Planned Development. Landscaping shall be installed in accordance with the Landscape Plans for the various phases of development and maintained in accordance with the parkway tree planting and parking lot landscaping provisions of the Zoning Ordinance.
9. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data table has been determined using a net site area of 5,180,604 square feet.
10. For purposes of this Planned Development, in addition to the encroachments permitted by the Zoning Ordinance, the following shall be considered permitted obstructions: steps exceeding four (4) feet in height above grade level in any yard setback depicted on the Site Plans; balconies, provided, however, no balconies, other than those which may be installed as part of a rehabilitation of an existing building, shall project into the public way; multi-story bays projecting not more than three (3) feet into any yard; and open porches projecting not more than five (5) feet into the front or side yards.
11. Prior to the Part II approval (Section 17-13-0610 of the Zoning Ordinance) for future development, the applicable Affiliate shall submit a site plan, landscape plan and building elevations for the specific Subarea(s) for review and approval by the Department of Planning and Development (DPD). Review and approval by DPD is intended to assure that specific development components substantially conform with the Planned Development (P.D.), including the Street Character Guidelines attached hereto, as applicable, and to assist the City in monitoring ongoing development.

Subarea Site Plan Approval Submittals (Section 17-13-0800) need only include that portion of the Property or Subarea, as the case may be, for which approval is being sought. The site plan provided shall include all dimensioned and planned adjacent street rights-of-way.

Except with respect to development for which permits have been issued prior to the effective date of this amendment to the Planned Development, and except with respect to the Phase I improvements, the new construction building located in Subarea D contemplated by the 2017 amendment to this Planned Development, the buildings proposed in Subareas B1 or D contemplated by the 2021 amendment to this Planned Development, residential buildings with six units or less that comply with the Design Guidelines of Statement 15, and for development of the training facility planned in Subarea G for which Site Plan approval is hereby granted pursuant to this amendment to the Planned Development, no Part II approval for any portion of the Property shall be granted until Site Plan approval for such portion of the Property has been granted. Following approval by DPD, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the P.D.

If the Site Plan Approval Submittals substantially conform with the provisions of this Planned Development, the Department of Planning and Development shall approve same within thirty (30) days from submission thereof. After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 12. In the event of any inconsistency between approved plans and the terms of the P.D., the terms of the P.D. shall govern. Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

- fully-dimensioned site plan (including a footprint of the proposed improvements);
- fully-dimensioned building elevations;
- fully-dimensioned landscape plan(s);
- compliance with the Street Character Guidelines, if applicable;
- statistical information applicable to the subject Subarea, including floor area, the applicable floor area ratio, uses to be established, building heights and setbacks.

Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the P.D.

12. The requirements of the Planned Development may be modified administratively by the Commissioner of the Department of Planning and Development (the "Commissioner") upon application and a determination by the Commissioner that such modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of the

Planned Development by the Commissioner shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Zoning Ordinance. Notwithstanding the provisions of Section 17-13-0611 of the Zoning Ordinance, such minor changes may include a reduction of the minimum required distance between structures, a reduction of periphery setbacks, an increase of the maximum percent of land covered and changes to the location, size or display of signage. It is acknowledged that the demising walls for the interior spaces are illustrative only and that the location and relocation of demising walls or division of interior spaces shall not be deemed to require any further approvals pursuant hereto. The owners of the Property shall have the right to redesignate existing Subareas within the Planned Development from time to time in order to promote orderly development, to facilitate financing, acquisition, leasing, or disposition of the Property or relevant portions thereof, to designate zoning control, or to otherwise administer this Planned Development. The redesignation of Subareas shall be subject to this Statement 12 and Section 17-13-0611. In furtherance of the foregoing, the owners of the Property may allocate or assign the development rights under this Planned Development to and among the designated or re-designated Subareas, including, but not limited to, floor area, building height, and parking; provided, however, that the limitations set forth in the Bulk Regulations and Data Table applicable to the entirety of the Planned Development shall not be exceeded or increased as a result of any such designation(s) and such allocation or assignment complies with this Statement 12 and Section 17-13-0611.

13. It is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The applicable Affiliate shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
14. It is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
15. Design Guidelines. The improvements on the Property shall be designed, constructed and maintained in general conformance with the plans and exhibits set forth in these statements or attached hereto. In addition, the development shall be subject to the following development parameters:

- (a) Private Open Space. Private open space shall be provided within the Planned Development in accordance with the following requirements:

Housing Type	Private Open Space Per Unit	Permitted Location of Private Open Space (Per Unit)
Single-Family Detached	500 square feet	Located in Rear Yard
Single-Family Attached (townhouses)	In Accordance with Private Yard Requirements in Section 17-2-0500-H of the Chicago Zoning Ordinance for the RT4 zoning district --	
Low-Rise Apartments Condominiums Flats (up to 4-stories)	In accordance with Rear Yard Open Space Requirements under Section 17-2-0307 of the Chicago Zoning Ordinance for the RT4 zoning district* or compliance with applicable open space impact fees in lieu**	Up to 50 percent of total open space required in column 1 may be in balconies or roof decks.
Mid-Rise Apartments Condominiums (5 stories or greater)	In accordance with Rear Yard Open Space Requirements under Section 17-2-0307 of the Chicago Zoning Ordinance for the RT4 zoning district* or compliance with applicable open space impact fees in lieu**	Up to 100 percent of total open space required in column 1 may be in balconies or roof deck.

Housing Type	Private Open Space Per Unit	Permitted Location of Private Open Space (Per Unit)
Loft Conversions	In accordance with Rear Yard Open Space Requirements under Section 17-2-0307 of the Chicago Zoning Ordinance for the RT4 zoning district* or compliance with applicable open space impact fees in lieu**	Up to 100 percent of total open space required in column 1 may be in balconies or individual unit roof decks or may be provided in roof garden.

- (b) **Public Open Space.** Public open space will be provided in accordance with the Proposed Open Space Plan exhibit referenced in Statement 4 above.

In addition to the Existing Public Open Space, and subject to the receipt of all necessary permits and approvals, the Applicant or its successors and assigns, shall design and construct the Proposed Public Open Space improvements as depicted on the Proposed Open Space Plan (hereinafter "Open Space"). Provided, however, that changes to the specific location and dimensions of the Open Space are permitted as long as the Open Space maintains a minimum of 89,000 square feet of open space. The Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders to and any ground lessors of the Property, shall be responsible for maintaining and managing the Open Space for the purposes set forth herein, including ensuring that the Open Space landscaping is well maintained, that the vegetation and plantings are kept in a healthy condition and that the Open Space facilities are clean, well lit, litter free and clear of snow (hardscaped areas) and debris. The Applicant shall provide sufficient liability insurance coverage for the operation of the Open Space for public use. The Applicant shall provide informational and wayfinding signage at the Open Space that identifies it is open to the public (subject to

- \* Rear Yard Open Space Requirements which are relocated to the side or front yard can be counted towards the Private Open Space obligations in the above chart to the degree the provisions exceed what is required for side and front yard setbacks established for the Subarea in the Bulk and Data Table.
- \*\* Where an in lieu fee is applicable it shall be calculated pursuant to the following formula:  $[\text{Required Private Open Space} - \text{Proposed Provided Private Open Space (per Section 17-2-0307)}] / 87\text{SF} * \$313 = \text{required in lieu fee}$ . The denominator square feet and fee amount may be adjusted from time to time by DPD per the generally applicable guidelines for the open space impact fee credit. The required in lieu fee shall be calculated by DPD at the time of Part II approval.

occasional partial closure for private use provided that a path providing access during such closures shall be maintained through the Open Space), free of charge, during normal park hours from 6:00 A.M. to 11:00 P.M. every day of the year. The maintenance and management obligations contained herein shall continue for the life of this Planned Development and may, at the Applicant's election, subject to and in accordance with the DEMA (defined below). Publicly Accessible Open Space Areas shall be constructed and shall be completed prior to receipt of the Certificate of Occupancy for the first unit which exceeds 75 percent of the units required to contribute to the respective open space requirement, provided that plantings may be delayed if consistent with good landscape practice, but not longer than one year following the construction of the open space improvements set forth herein, or if necessary to accommodate the later construction of large park recreation components which may be located in more than one phase. Tracking of units assigned to each Publicly Accessible Open Space Area must be provided prior with each Part II submission.

Prior to issuance of building permits for the first principal building, adjacent to an Open Space improvement, the Applicant will enter into a development and maintenance agreement (the "DEMA") with the City for the construction, maintenance, and management of the Open Space. The DEMA obligations shall be binding upon the Applicant, its successors and assigns, including but not limited to a homeowners or master association whose purpose includes maintaining the Open Space. Upon completion of the Open Space, the public access provided for herein shall be memorialized in a public access easement agreement (which may be included in the DEMA) with and for the benefit of the City. The recording and other costs associated with establishing the easement shall be the responsibility of the Applicant. A copy of said public access easement agreement shall be on file with the Department of Planning and Development.

The Commissioner is hereby authorized to enter into the DEMA (or more than one DEMA if the Commissioner deems necessary depending on the phasing of the development) and all other documents contemplated by the statement and, in his/her sole discretion, may modify by minor change the foregoing requirements, without further City Council approval, for the DEMA(s) and public access easement agreement(s) so as to permit alternate forms of achieving compliance with the Applicant's construction, maintenance and management obligations and public access rights, such as, by means of example and not limitation, one or more restrictive covenants or owners' reciprocal easement and operation agreements in form and substance acceptable to the City which expressly grant the City necessary enforcement, self-help and lien rights as may be necessary to assure compliance with this statement.

- (c) Landscaping. The landscaping requirements for Phase I of the development will comply with the Phase I Landscape Plan attached hereto. The landscaping for all future phases of development shall substantially comply with the Street Character Guidelines and the Chicago Landscape Ordinance and associated guidelines and regulations. Landscaping for all rental properties will be varietal. Front yard beds of rental properties shall be varietal and be planted to maintain color throughout the seasons.
- (d) Residential Building Design. Other than the Phase I Improvements, the new construction building located in Subarea D contemplated by the 2017 amendment or the buildings proposed in Subareas B or D contemplated by this amendment, which comply with the design requirements contained herein, building elements for all future phases may include but not be limited to: entrance canopies, front stoops, stairs, flat or pitched roofs, punched windows, bay windows, upper story balcony/porches, roof terraces and architectural elements that reinforce the corner.
- (1) Facades. Front facades, including end walls which front public streets or open spaces, shall be masonry, architectural metal or composite panels, or other high quality materials as approved by the Department of Planning and Development and shall include windows. They shall be varied in material, roofline and window style. The front facade materials should turn the corner for a minimum of four (4) feet at the side walls. Where buildings have a greater exposure of the side facade due to an adjacent building setback, the front facade materials shall return four (4) feet past the face of the adjacent facade. Side walls and rear walls should be masonry or other compatible materials with the front facade aesthetic. E.I.F.S. synthetic stucco or dryvit, shall be limited to architectural ornament and penthouse facades. Facades that face car courts but not public streets must contain pedestrian scale entry doors, windows and building lighting. Affordable housing units shall be constructed of comparable quality materials, detailing and decoration to market rate units.
  - (2) Dwelling Types. A variety of dwelling types including affordable housing is to be interspersed throughout the development and within individual blocks; provided, however, the foregoing shall not apply to residential uses in Subarea G.
  - (3) Private Garages. Private garages may be constructed of vinyl siding, wood siding, stucco or masonry. Where a private garage is located within fifteen (15) feet of a public street, unless the facade facing

the street is constructed of a material other than vinyl siding (i.e., masonry, stucco, et cetera); it shall be screened from view by plantings or fences. If plantings are utilized to screen a garage, such plantings shall provide screening on a year-round basis.

- (4) **Orientation Of Buildings.** Buildings shall be oriented to the street, public open space or private courtyard with the primary facade and a front door, or the appearance of a front facade and front door. Any side wall facing a public street will contain materials and architectural elements that are consistent in character with primary building facades. Curb cuts, garage doors, blank walls and rear service elements shall not face public streets or common open spaces.
- (5) **Retail Corner Sites.** Retail corner site setbacks over five (5) feet are to be avoided.

(e) **Fencing, Walls And Gates.** Fencing separating the private yards from the street or common open space should be no less than seventy percent (70%) transparent and no more than five (5) feet in height.

16. The rezoning of the Property in Subarea D that was the subject of the 2017 amendment (the "2017 Amendment Property") and the buildings proposed in Subareas B or D that were the subject of the 2021 amendment (the "2021 Amendment Property") are subject to the requirements of Section 2-45-115 of the Municipal Code (the "Affordable Requirements Ordinance" or "ARO"). The provisions of Statement 18 of the P.D. amendment approved by the City Council on July 21, 2021, and published in the City Council *Journal of the Proceedings of the City Council of the City of Chicago* at pages 33716 -- 33766, setting forth the requirements applicable to the 2017 Amendment Property and the 2021 Amendment Property, are hereby incorporated by this referenced.
17. It is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal.

The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and \*(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan, (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts, and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the forgoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

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\* Editor's Note: Numbering sequence error; (i) missing in original document

18. Section 17-13-0612 of the Chicago Zoning Ordinance shall apply to the Site Plan approval granted for development of the training facility planned in Subarea G pursuant to this amendment to Planned Development. Notwithstanding Section 17-13-0612, if such Site Plan approval lapses, the terms of this amendment to Planned Development shall govern development of the Planned Development as though such Site Plan approval had not been granted.

[Boundary and Property Line Map; Subarea Map; Right-of-Way Adjustment Map; Publicly Accessible Open Space Plan; Subarea A -- Traditional Chicago Residential Street (Typical Side Street); Subarea B -- Residential Boulevard (Roosevelt Road); Subarea C -- New Street along Perimeters of the New Park along South Lytle Street; Subarea D -- Mixed-Use Pedestrian Retail (Taylor Street); Subarea E -- Residential Loft (15<sup>th</sup> Street); Proposed Subarea G Site Plan; Subarea G Landscape Site Plans; Subarea G Landscape Streetscape Section; Performance Centre/Ground and Second Level Plans; Field Crew/Ground Level Plan; Performance Centre/ Facade Material Systems; North, South, East and West Building Elevations; and Subarea G Seasonal Inflatable Dome Diagram, Site Signage and Site Fencing referred to in these Plan of Development Statements printed on pages 52177 through 52206 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

**FINAL FOR PUBLICATION**

*Residential-Business Planned Development No. 896, as amended  
Bulk Regulations and Data Table*

Subarea	A1	A2	A3	A4	A5	B1	B2	C1	C2
Gross Site Area (sf)									
Net Site Area (sf)	51,858	288,610	294,465	94,201	29,748	374,174	175,401	134,952	101,915
Net Site Acreage	1.2	6.6	6.8	2.2	0.7	8.6	4.0	3.1	2.3
Proposed FAR	1.3	1.2	1.1	1.1	1.3	1.7	2.7	1.4	2.5
Max Building Height	45'	45'	45'	45'	45'	65'	65'	65'	85'
Minimum Setbacks	Front 10 Side-note Rear 30	Front 2 Side 2 Rear 0	Front 2 Side 2 Rear 0	Per site plan approval.	Per site plan approval.				
Maximum Dwelling Units	46	218	139	64	21	492	331	150	174

Subarea	D	E1	E2	F	G	H	TOTAL	
Gross Site Area (sf)							Gross Site Area (sf)	6,991,464
Net Site Area (sf)	243,493	187,402	263,889	1,486,676	1,071,758	382,062	Net Site Area (sf)	5,180,604
Net Site Acreage	5.6	4.3	6.1	34.1	24.6	8.8		
Proposed FAR	2.0	3.0	3.0	0.7	0.25	0.37	Overall FAR	1.10
Max Building Height	85'	85'	125'	Per existing.	65'	Per existing.		
Minimum Setbacks	Front 0 Side 0 Rear 8	Per site plan approval.	Per site plan approval.	Per existing.	Per approved site plan.	Per existing.		
Maximum Dwelling Units	340	240	475	330	50	0	Maximum Dwelling Units	3,070

**Minimum Number of Loading Berths**  
 Residential 20,000 to 200,000 sf = one 10' x 25' loading berth  
 Retail 6,000 to 10,000 sf = one 10' x 25' loading berth  
 10,001 to 25,000 sf = two 10' x 25' loading berths  
 25,001 to 40,000 sf = two 10' x 50' loading berths

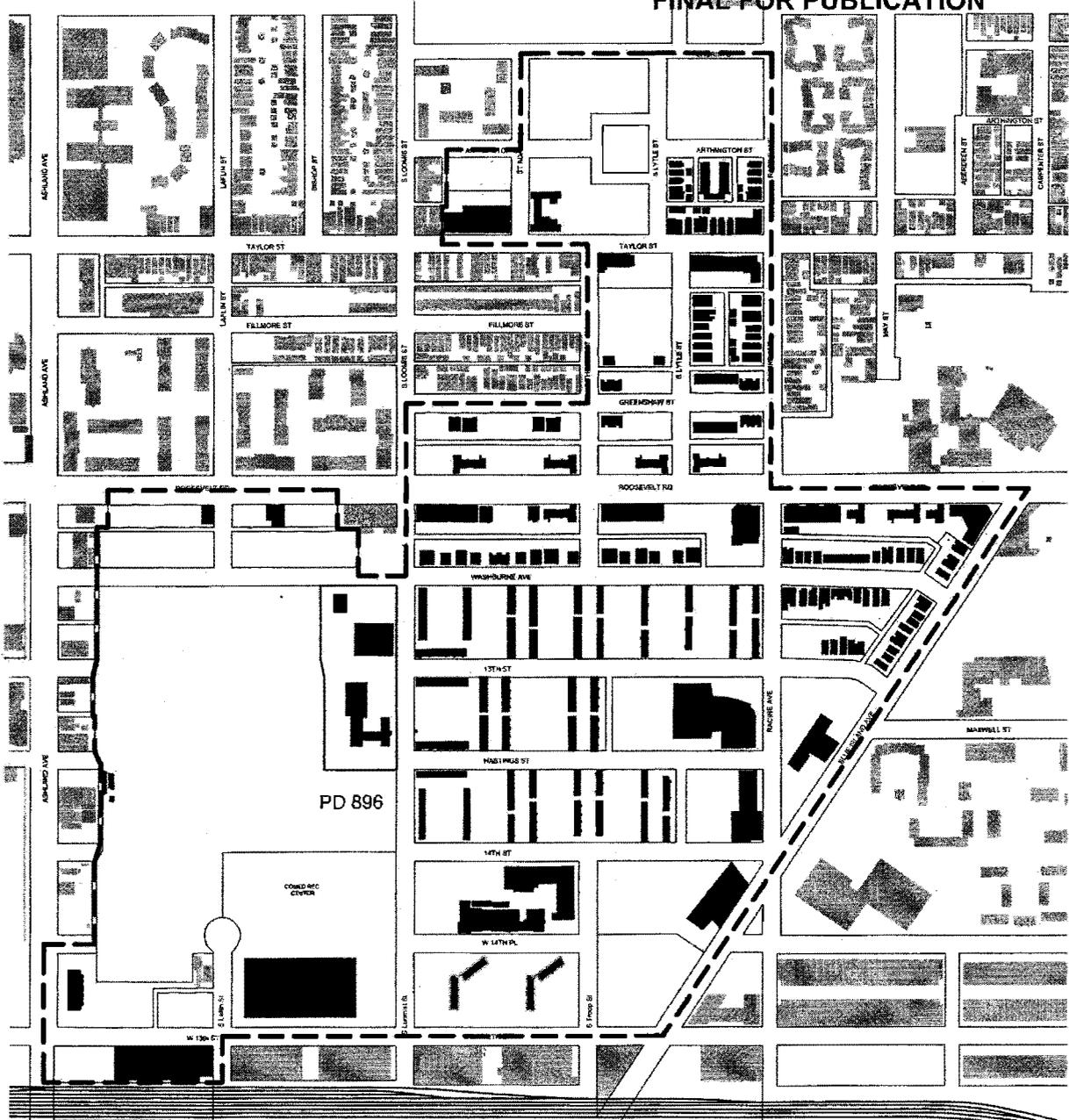
**Minimum Number of Parking Spaces**  
 Residential Parking spaces will be provided at a ratio of one parking space per dwelling unit minimum.  
 Residential parking may be provided off-site within six hundred (600) feet, with such distance measured from the property line.  
 Government subsidized residential shall be subject to the parking ratios of 17-10-0207-C, including DPD-authorized additional reductions.  
 Transit Served Locations. This Planned Development qualifies as a transit served location as defined under Section 17-10-0102-B of the Zoning Ordinance. As a result, the parking requirements provided herein may be further reduced by the maximum amounts permitted under Section 17-10-0102-B and upon approval by DPD.

Retail One parking space shall be provided for every 400 sf of floor area in excess of 6,000 sf.  
 Size All spaces shall be 8' x 19' minimum.

**Bike Parking**  
 In substantial conformance with the applicable standard under the Chicago Zoning Ordinance

**Subarea A1, A2, A3, A4, and A5  
 Note regarding Peripheral Setbacks**  
 Except for townhouses, there will be no less than 5'0" between buildings. At parcels abutting a street or alley, other than on reverse corner lots in subareas A1-5, no side setback is required at the street or alley, however, on reverse corner lots in Subareas A1-5, sideyard setbacks along the street side lot line shall be a minimum of 50% of the depth required for the front yard of the next property to the rear fronting on such street.

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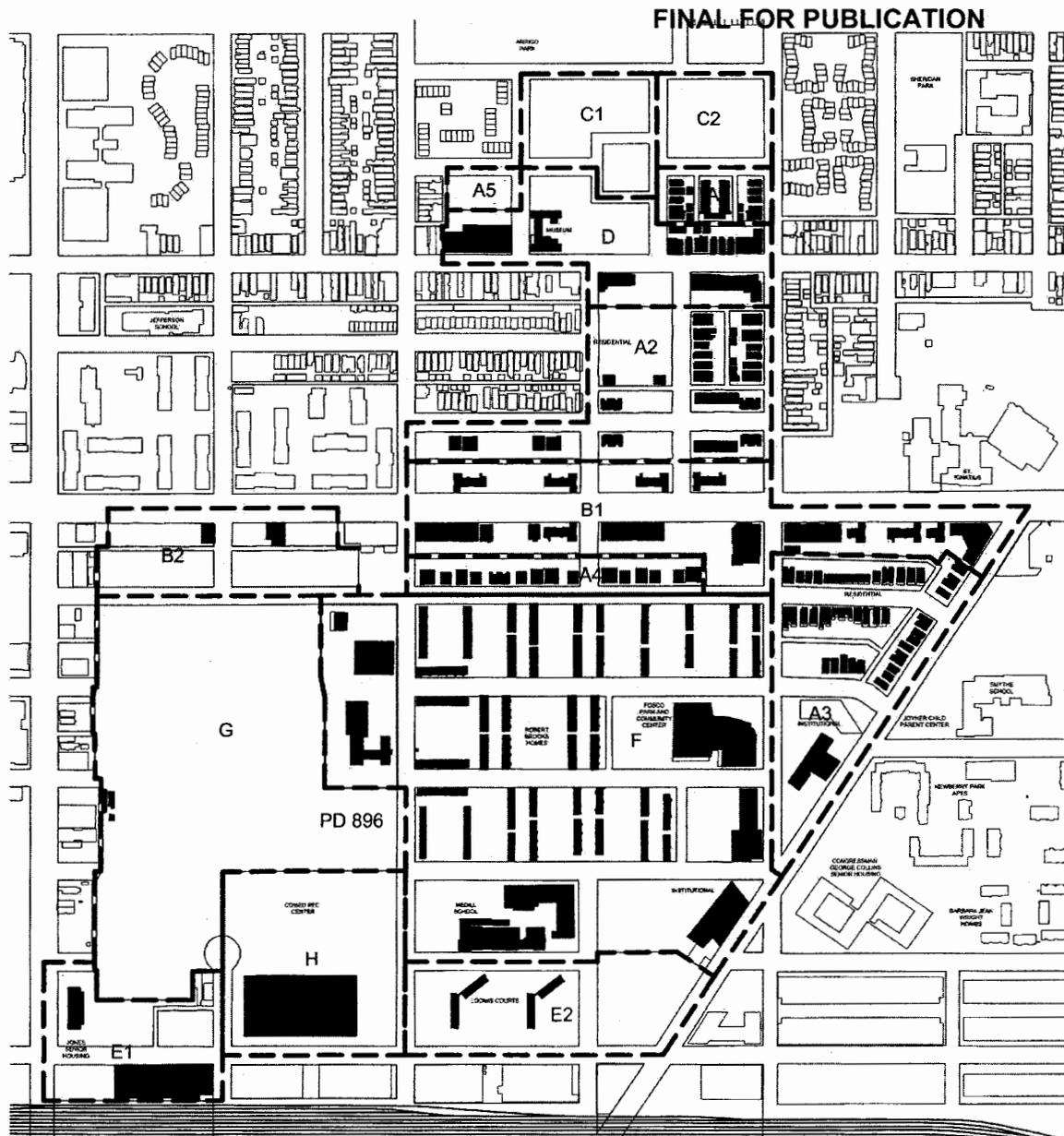


PLANNED DEVELOPMENT BOUNDARY - - - - -  
 EXISTING BUILDINGS TO REMAIN WITHIN PD BOUNDARY ■■■■■

**ROOSEVELT SQUARE** PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

APPLICANT: CITY OF CHICAGO  
 ADDRESS: ROOSEVELT SQUARE – 1201-1285 W. Cabrini Street, et al.

INTRODUCED: June 22, 2022  
 PLAN COMMISSION: September 15, 2022



FINAL FOR PUBLICATION

SUBAREA BOUNDARY - - - - -

EXISTING BUILDINGS TO REMAIN WITHIN PD BOUNDARY ■

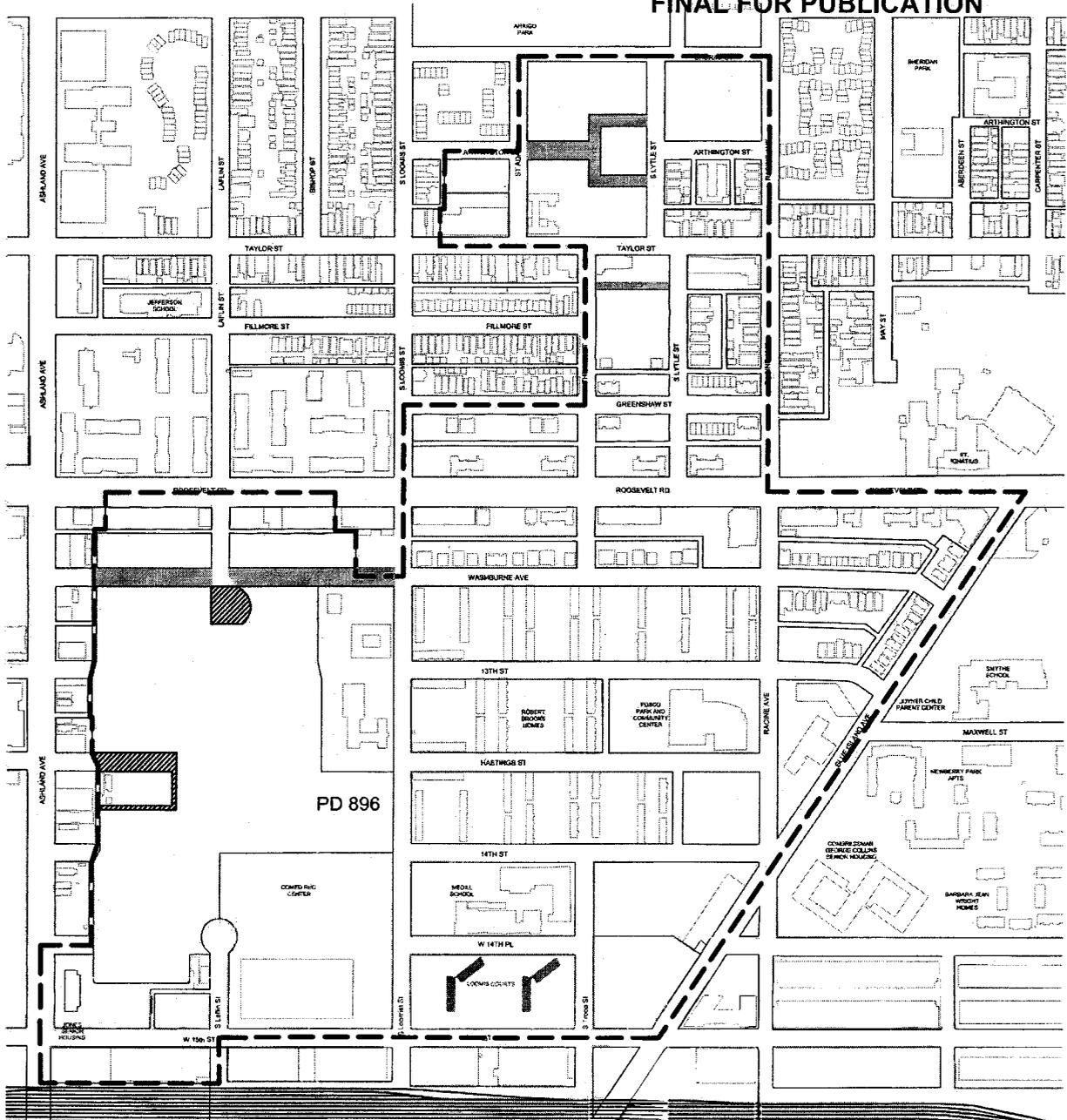
### ROOSEVELT SQUARE

### SUBAREA MAP

APPLICANT: CITY OF CHICAGO  
 ADDRESS: ROOSEVELT SQUARE – 1201-1285 W. Cabrini Street, et al.

INTRODUCED: June 22, 2022  
 PLAN COMMISSION: September 15, 2022

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- PLANNED DEVELOPMENT BOUNDARY - - - - -
- VACATED RIGHTS OF WAY [diagonal hatching symbol]
- DEDICATED RIGHTS OF WAY [cross-hatching symbol]

**ROOSEVELT SQUARE**      **RIGHT OF WAY ADJUSTMENTS MAP**

APPLICANT: CITY OF CHICAGO  
 ADDRESS: ROOSEVELT SQUARE – 1201-1285 W. Cabrini Street, et al.

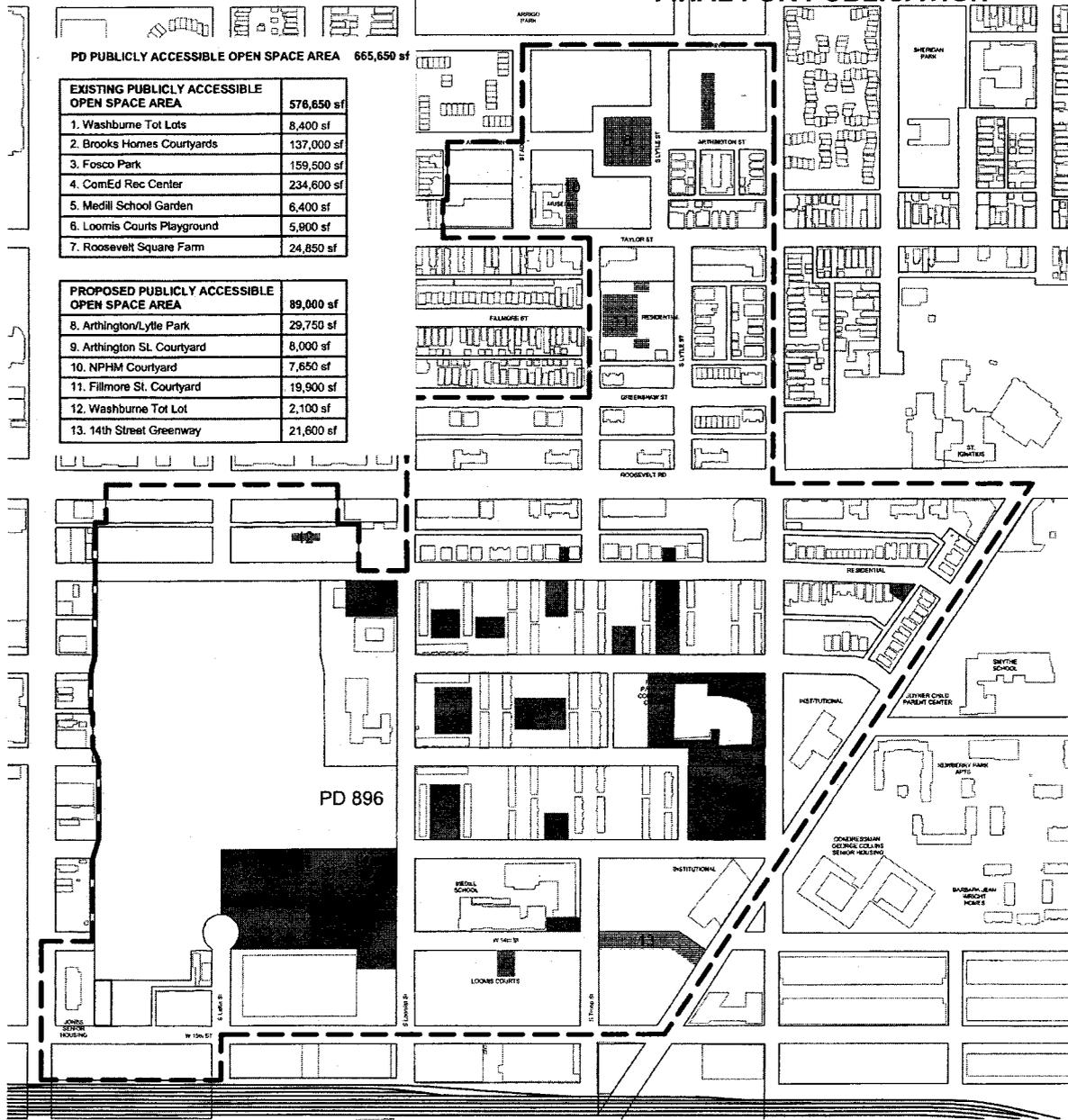
INTRODUCED: June 22, 2022  
 PLAN COMMISSION: September 15, 2022

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PD PUBLICLY ACCESSIBLE OPEN SPACE AREA 665,650 sf

EXISTING PUBLICLY ACCESSIBLE OPEN SPACE AREA	576,650 sf
1. Washburne Tot Lots	8,400 sf
2. Brooks Homes Courtyards	137,000 sf
3. Fosco Park	159,500 sf
4. ComEd Rec Center	234,600 sf
5. Medill School Garden	6,400 sf
6. Loomis Courts Playground	5,900 sf
7. Roosevelt Square Farm	24,850 sf

PROPOSED PUBLICLY ACCESSIBLE OPEN SPACE AREA	89,000 sf
8. Arthington/Lytle Park	29,750 sf
9. Arthington St. Courtyard	8,000 sf
10. NPHM Courtyard	7,650 sf
11. Fillmore St. Courtyard	19,900 sf
12. Washburne Tot Lot	2,100 sf
13. 14th Street Greenway	21,600 sf



PD 896

- PD BOUNDARY
- EXISTING PUBLICLY ACCESSIBLE OPEN SPACE
- PROPOSED PUBLICLY ACCESSIBLE OPEN SPACE

**ROOSEVELT SQUARE PUBLICLY ACCESSIBLE OPEN SPACE PLAN**

APPLICANT: CITY OF CHICAGO  
 ADDRESS: ROOSEVELT SQUARE – 1201-1285 W. Cabrini Street, et al.

INTRODUCED: July 26, 2022  
 PLAN COMMISSION: September 15, 2022

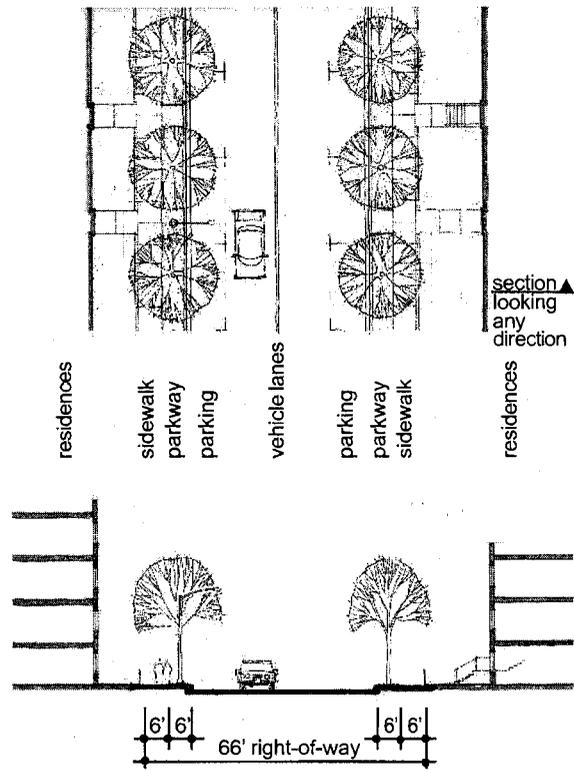
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STREET CHARACTER DIAGRAM

The "Traditional Chicago Residential Street" is a street with a typical 66 foot right-of-way, low-volume and low-speed local traffic, shady and tree-lined residential character with on-street parallel parking on both sides. They are often one-way streets. Two to four story residential buildings and low to medium density development are appropriate on this street type. All of the side streets are of this type.

- Six foot concrete sidewalk adjacent to six foot grass parkway.
- Shade trees at 25 foot spacing in parkway, per City standards.
- Standard City of Chicago "cobra head" street light at 75 or 100 foot spacing, per City standards.
- Ornamental metal fence at some front property lines.
- Minimum ten foot required front yard setback with some encroachments such as stairs, porches, and bays.
- Two to four story buildings.
- Front doors visible from street.
- First floor predominantly at grade.

NOTE: Parkway dimensions are for new streets only. Parkway dimensions of existing streets may vary.



ROOSEVELT SQUARE

Sub Area A - Traditional Chicago Residential Street (typical side street)

APPLICANT: City of Chicago

Address: ROOSEVELT SQUARE - 1201-1285 W. Cabrini Street, et al.

Introduced: June 22, 2022

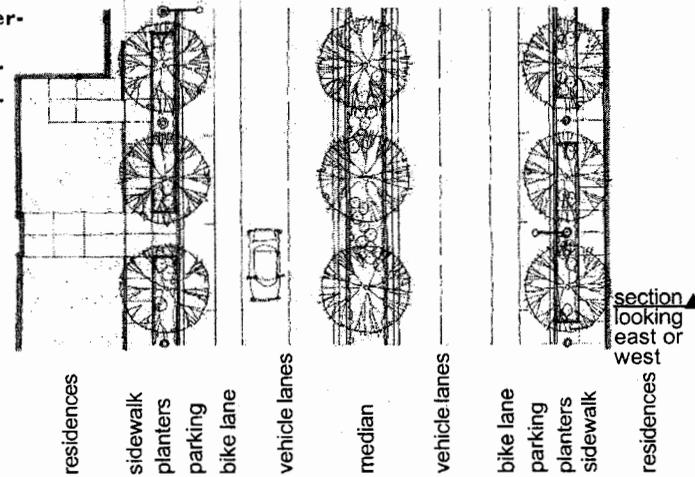
Plan Commission: September 15, 2022

**FINAL FOR PUBLICATION**

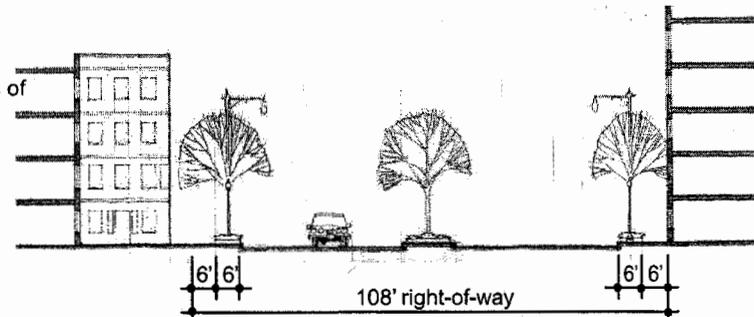
**STREET CHARACTER DIAGRAM**

The "Residential Boulevard" is a high-volume arterial street characterized by a wide right-of-way and a divided roadway separated by a landscaped median. Because of its width and traffic volume taller buildings and greater density are appropriate on this street type. Roosevelt Road is the sole example of the residential boulevard.

- Boulevard roadway with center median and separated one-way travel lanes.
- Landscaped center median with shade trees and low shrubs.
- Twelve foot parkway including six foot concrete sidewalk adjacent to five foot parkway planters with low curbs.
- Shade trees at twenty-five foot spacing in parkway planters or, where dictated by pedestrian circulation or site constraints, in 5 x 10 cast-iron tree grates, per City standards.
- "Gateway 2000" street lights at 100 foot spacing for roadway lighting, per City standards.
- "Single acorn" pedestrian lights at 50 foot spacing for pedestrian lighting, per City standards.
- No required setback from front property line. Some mid-building courtyard setbacks.
- Ground floor or single-story retail use at some corners.
- Front doors visible from street.
- First floor at grade.



NOTE: Parkway dimensions are for new streets only. Parkway dimensions of existing streets may vary.



**ROOSEVELT SQUARE**

**Sub Area B - Residential Boulevard (Roosevelt Road)**

**APPLICANT:** City of Chicago

**Address:** ROOSEVELT SQUARE - 1201-1285 W. Cabrini Street, *et al.*

**Introduced:** June 22, 2022

**Plan Commission:** September 15, 2022

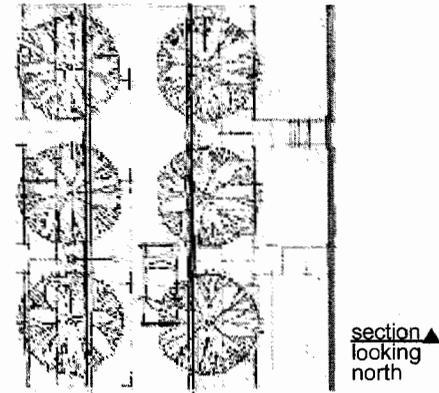
**FINAL FOR PUBLICATION**

**STREET CHARACTER DIAGRAM**

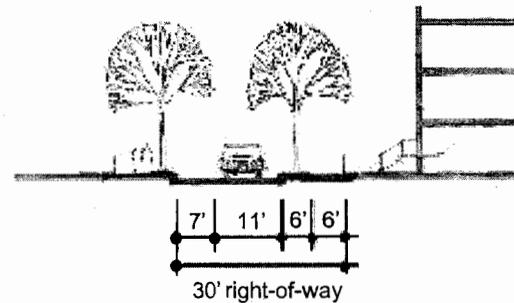
The "Residential Pedestrian Corridor" is a set of narrow streets characterized by their focus on enriching the pedestrian experience. These streets include West Arthington Street, South Ada Street, and South Lytle Street. At the center of these streets, located on the west side of South Lytle Street, a central garden anchors the urban experience. The garden generates a break in the building street wall and creates relief within the residential urban fabric. Buildings surrounding the park will be limited to three stories to enhance the feeling of intimacy. The park will function as a gathering place for the residents and help enhance the feeling of community.

- 6 foot concrete sidewalk adjacent to 6 foot parkway planters with low curbs.
- "Gateway 2000" street lights at 100 foot spacing for roadway lighting, per City standards.
- "Single acorn" pedestrian lights at 50 foot spacing for pedestrian lighting, per City standards.
- Three story buildings.
- Front doors visible from street.
- First floor elevated above grade for privacy.
- Shade trees at 25 foot spacing in 5 x 5 cast-iron tree grates, per City standards.
- To achieve tree diversity, plant trees in alternating groups (3-6 trees) of different types of trees. Where feasible, no tree species should represent more than 20-25% of the block segment.

NOTE: Parkway dimensions are for new streets only. Parkway dimensions of existing streets may vary.



new park  
parking  
vehicle lanes  
parkway sidewalk  
residences



**ROOSEVELT SQUARE**

**Sub Area C - New Street Along Perimeters of the New Park Along S Lytle St**

**APPLICANT:** City of Chicago

**Address:** ROOSEVELT SQUARE - 1201-1285 W. Cabrini Street, *et al.*

**Introduced:** June 22, 2022

**Plan Commission:** September 15, 2022

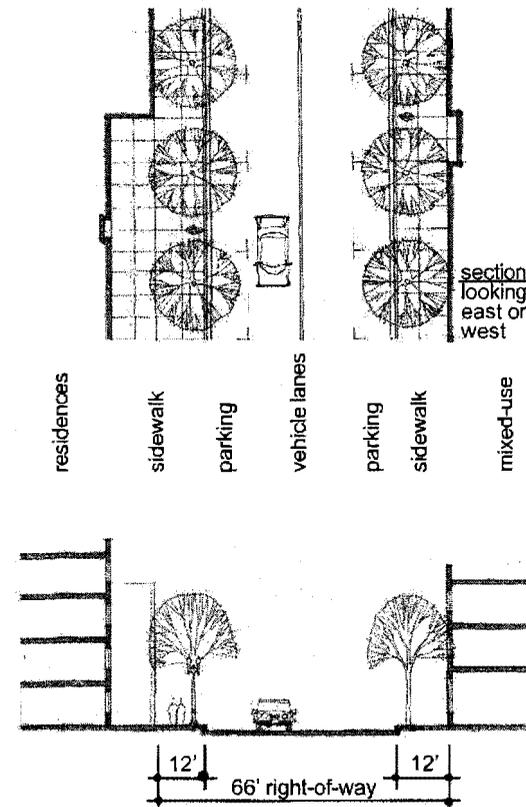
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STREET CHARACTER DIAGRAM

The "Mixed-use Pedestrian Retail Street" has a typical 66 foot right-of-way with low-volume and low-speed local traffic with parallel parking on both sides and is shady and tree-lined. Land use is a mix of ground floor restaurants, retail, and services with some ground floor residential and residential on upper floors. Medium density development are appropriate on this street type. Taylor Street is the sole example of the mixed-use pedestrian retail street.

- Ten foot concrete sidewalk.
- Shade trees at 25 foot spacing in 5 x 10 cast-iron tree grates, per City standards.
- "Double acorn" street light at 50 to 75 foot spacing, per City standards.
- Ground floor commercial (restaurants, retail, and services) with residential above, some ground floor residential.
- Some potential for stand-alone retail.
- Activity from restaurant and retail should be located adjacent to the sidewalk and street. Street cafes may be established along the sidewalk or within building setbacks.
- No required setback from front property line on commercial buildings, modest and variable setbacks on residential buildings, potential to create pockets of green on street.
- Front doors face street.
- First floor at grade.
- Retail buildings with taller first floor (10 to 14 feet) and shorter upper floors (8 to 10 feet).

NOTE: Parkway dimensions are for new streets only. Parkway dimensions of existing streets may vary.



**ROOSEVELT SQUARE**

**Sub Area D - Mixed-use Pedestrian Retail (Taylor Street)**

**APPLICANT:** City of Chicago

**Address:** ROOSEVELT SQUARE - 1201-1285 W. Cabrini Street, *et al.*

**Introduced:** June 22, 2022

**Plan Commission:** September 15, 2022

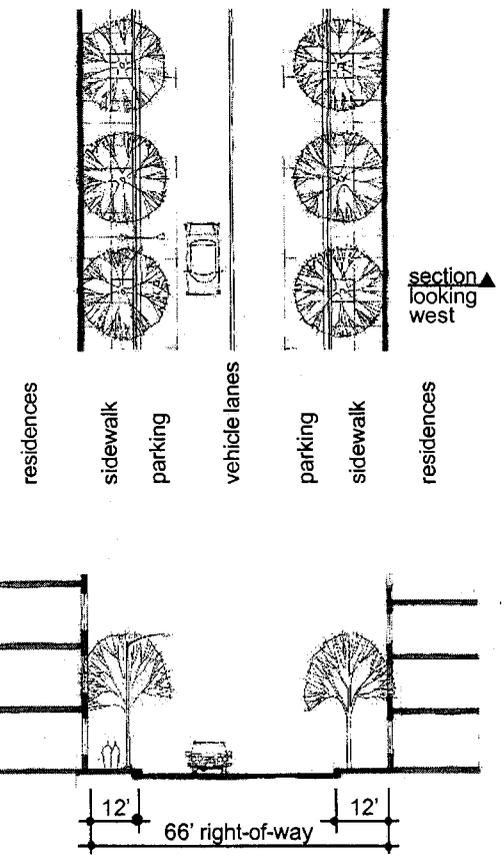
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STREET CHARACTER DIAGRAM

The "Residential Loft Street" is a street with a typical 80 foot right-of-way, with on-street parallel parking on both sides. Five to ten story residential buildings and high-density development are appropriate on this street type. 15<sup>th</sup> Street and South Blue Island are the examples of the residential loft street.

- Twelve foot concrete sidewalk.
- Shade trees at 25 foot spacing in 5 x 5 cast-iron tree grates, per City standards.
- Standard City of Chicago "cobra head" street light, per City standards.
- First-floor lobby, common areas, some retail, or indoor parking, with residential above.
- No required setback from front property line.
- New or rehabbed seven + story loft type buildings on south side of 15th Street.
- Common building entry faces street.
- First floor at grade.

NOTE: Parkway dimensions are for new streets only. Parkway dimensions of existing streets may vary.



ROOSEVELT SQUARE

Sub Area E - Residential Loft (15th Street)

APPLICANT: City of Chicago

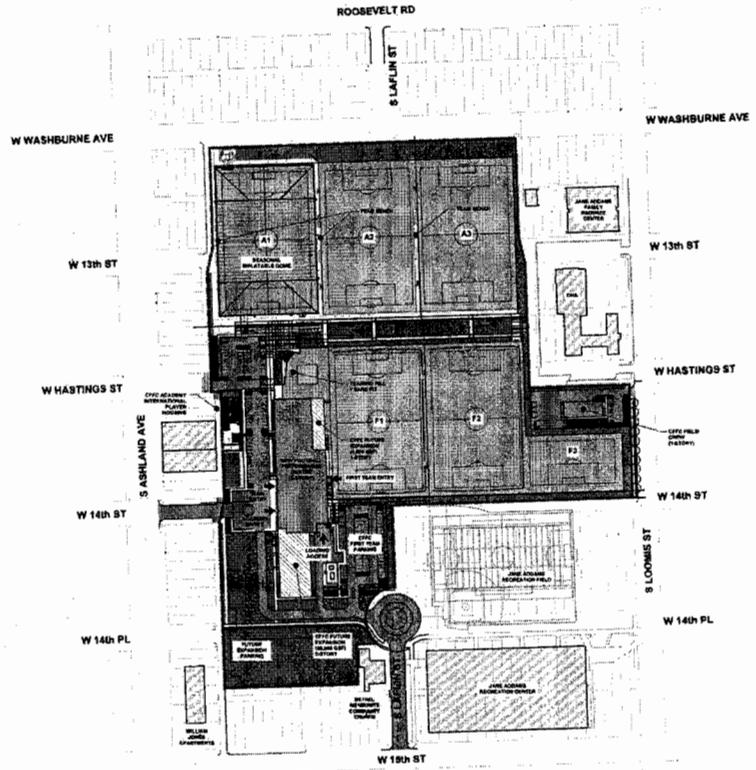
Address: ROOSEVELT SQUARE - 1201-1285 W. Cabrini Street, et al.

Introduced: June 22, 2022

Plan Commission: September 15, 2022

PROPOSED SUB AREA G SITE PLAN

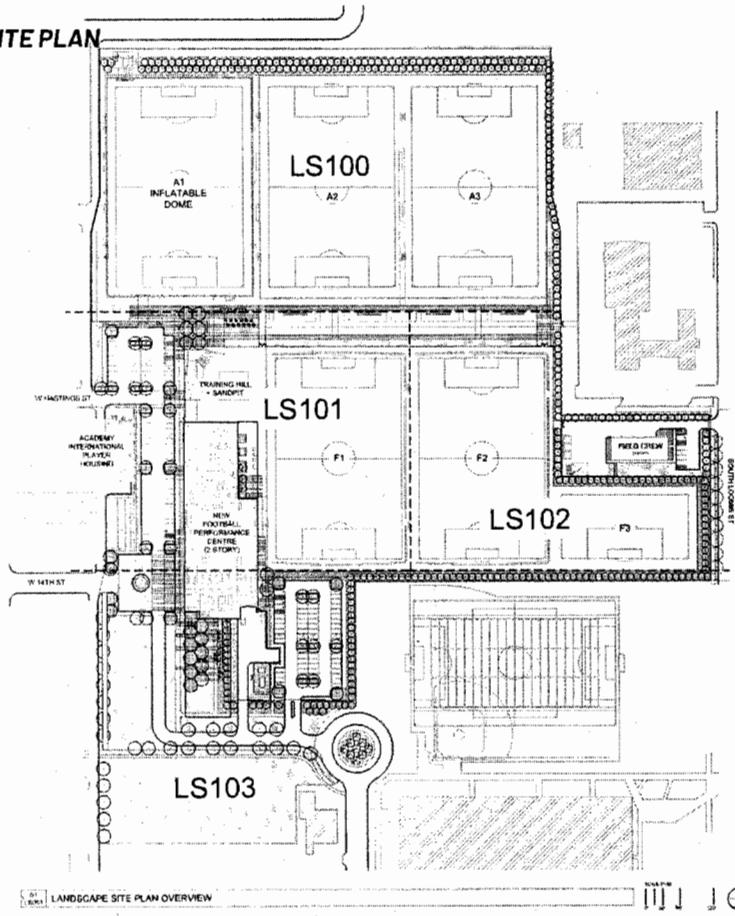
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Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
 Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

FINAL FOR PUBLICATION

**SUB AREA G  
LANDSCAPE SITE PLAN**



**LANDSCAPE ORDINANCE ANALYSIS**

**PARKWAY PLANTING**

SOUTH LOOMIS STREET	
LENGTH (LINEAR FEET)	297'
NUMBER OF TREES REQUIRED (1 PER 25 LF)	12
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	10 TREES ARE PROVIDED. ADDITIONAL TREES BEYOND THIS NUMBER CANNOT BE PROVIDED DUE TO CURB CUT ACCESS

**VEHICULAR USE AREA SCREENING**

SOUTH LOOMIS STREET	
LENGTH (LINEAR FEET)	297'
NUMBER OF TREES REQUIRED (1 PER 25 LF)	12
NUMBER OF EXISTING TREES TO REMAIN	0
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	VEHICULAR USE AREA IS SCREENED FROM PUBLIC R.O.W. BY A MIN 5' HT. FENCE
SCREENING	

**VEHICULAR USE AREA INTERNAL PLANTING**

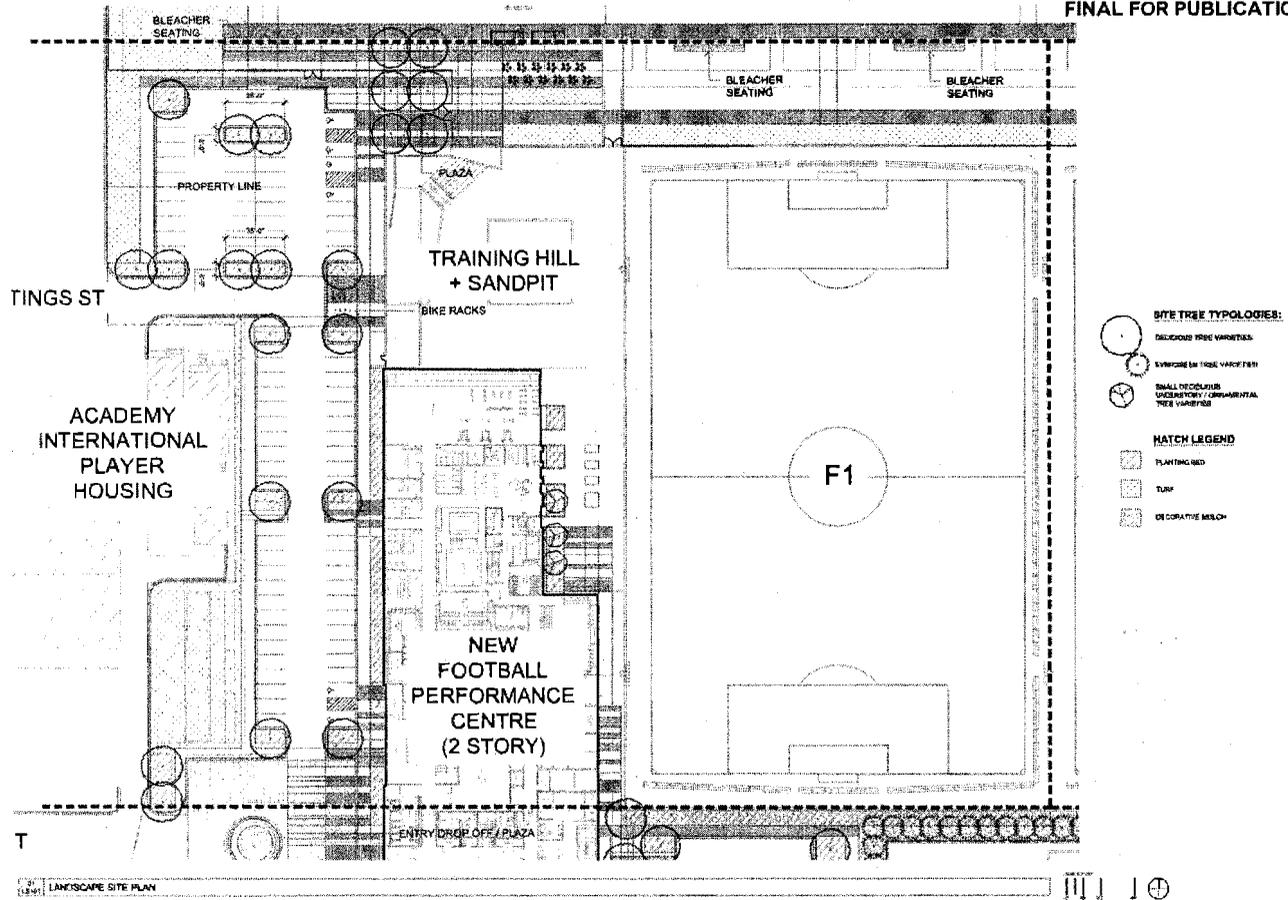
TOTAL VEHICULAR USE AREA	97,517 SF
INTERNAL PLANTING AREA REQUIRED (10% OF 97,517)	9,751 SF
INTERNAL PLANTING AREA PROPOSED	±10,750 SF
NUMBER OF TREES REQUIRED (9,751 / 125)	78
NUMBER OF ADDITIONAL TREES TO BE PROVIDED	7 + 352 EVERGREENS (PERIMETER SCREENING)

Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
 Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022



**SUB AREA G  
LANDSCAPE SITE PLAN  
LS101**

FINAL FOR PUBLICATION



9/21/2022

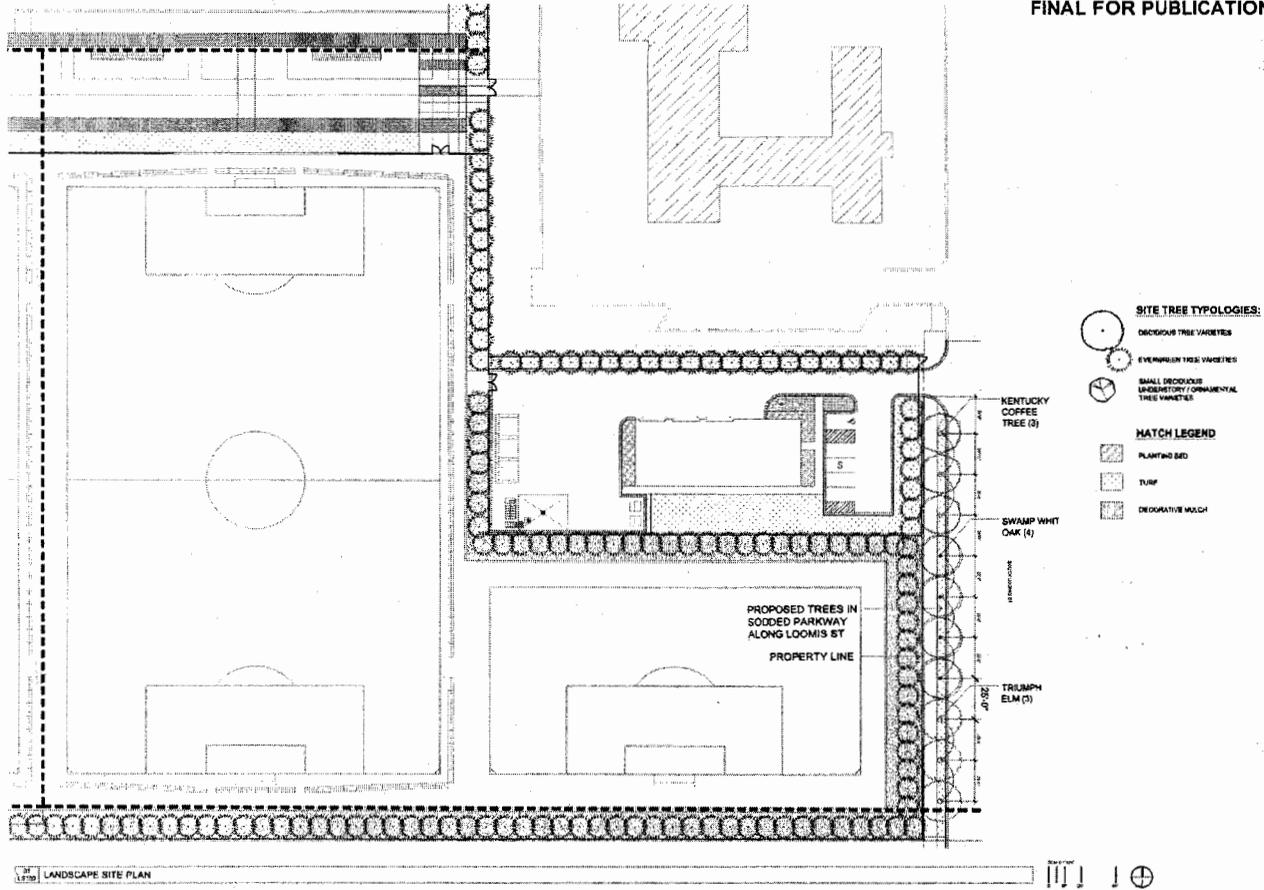
REPORTS OF COMMITTEES

Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
 Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

52189

**SUB AREA G  
LANDSCAPE SITE PLAN  
LS102**

**FINAL FOR PUBLICATION**



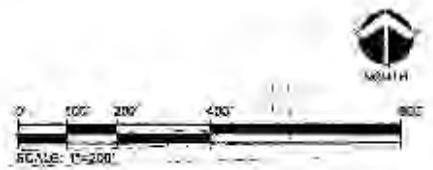
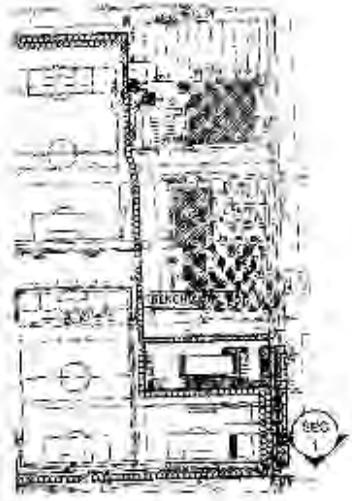
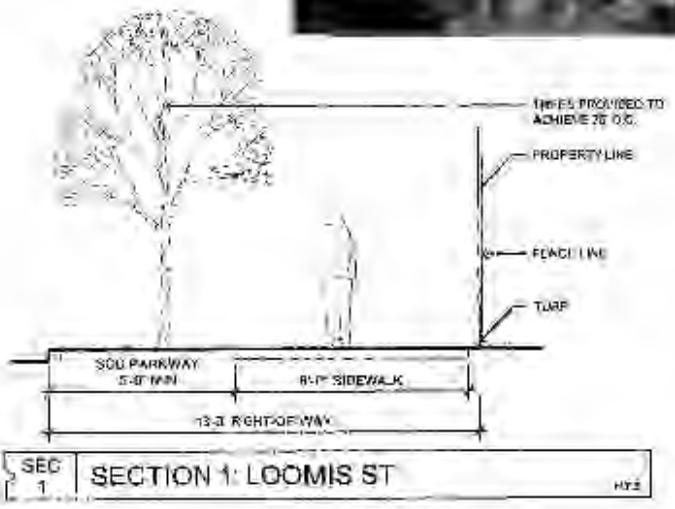
**Applicant: City of Chicago**  
**Address: ROOSEVELT SQUARE - 1201 - 1285 W.**  
**Cabrini Street, et al.**  
**Introduced: June 22, 2022**  
**Plan Commission: September 15, 2022**



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**SUB AREA G  
LANDSCAPE STREETScape SECTION**

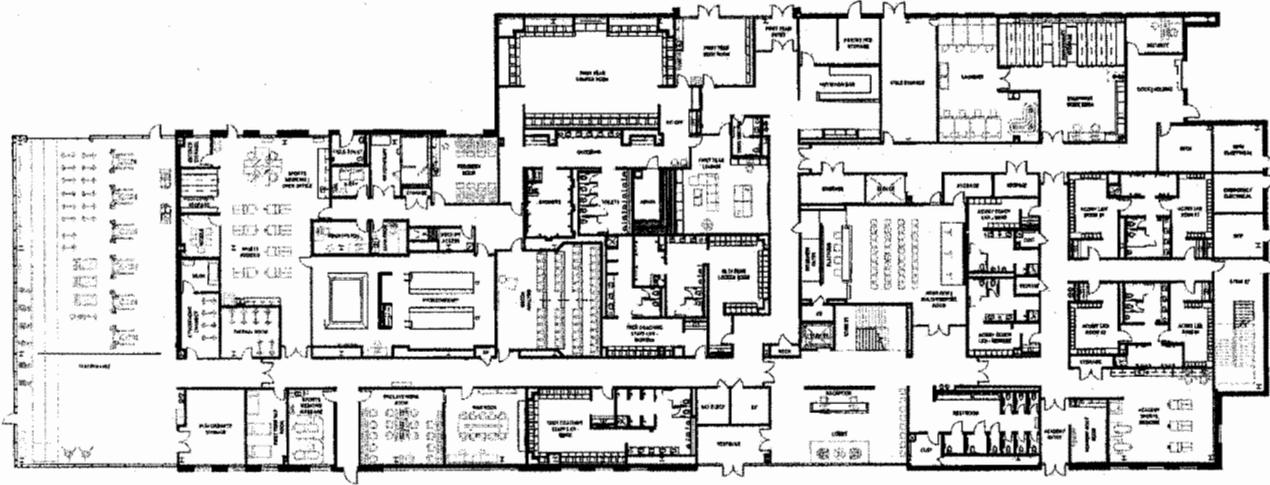
	TRAIL WIDTH	SIDEWALK WIDTH	BIKEWAY WIDTH	BIKEWAY WIDTH
MINIMUM WIDTH	11'-0" (11'-0" to 11'-0")	8'-0" (8'-0" to 8'-0")	7'-0" (7'-0" to 7'-0")	7'-0" (7'-0" to 7'-0")
RECOMMENDED	11'-0" (11'-0" to 11'-0")	8'-0" (8'-0" to 8'-0")	7'-0" (7'-0" to 7'-0")	7'-0" (7'-0" to 7'-0")



Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201-1205 W. Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

**PERFORMANCE CENTRE | GROUND LEVEL PLAN**

**FINAL FOR PUBLICATION**

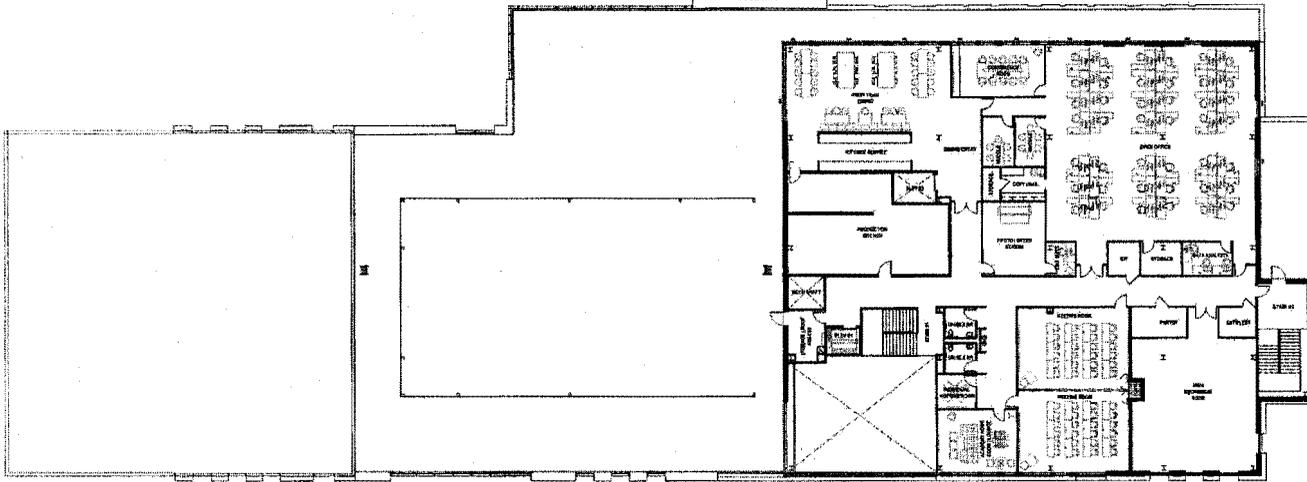


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**Applicant: City of Chicago**  
**Address: ROOSEVELT SQUARE - 1201 - 1265 W.**  
**Cabrini Street, et al.**  
**Introduced: June 22, 2022**  
**Plan Commission: September 15, 2022**

PERFORMANCE CENTRE | SECOND LEVEL PLAN

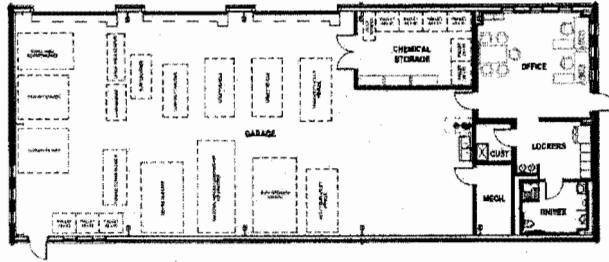
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Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrini Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

**FIELD CREW / GROUND LEVEL PLAN**

**FINAL FOR PUBLICATION**



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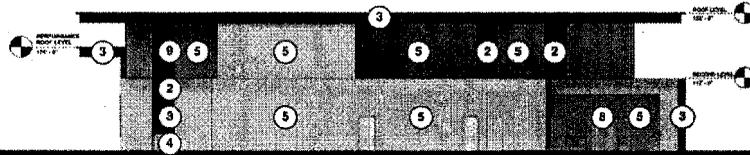
**Applicant: City of Chicago**  
**Address: ROOSEVELT SQUARE - 1201 - 1285 W.**  
**Cabrini Street, et al.**  
**Introduced: June 22, 2022**  
**Plan Commission: September 15, 2022**

PERFORMANCE CENTRE | FAÇADE MATERIAL SYSTEMS

FINAL FOR PUBLICATION

MATERIAL SYSTEM LEGEND

- ① CURTAIN WALL - VISION GLAZING
- ② STOREFRONT - VISION GLAZING
- ③ ARCHITECTURAL METAL PANEL
- ④ PRECAST CONCRETE PANEL
- ⑤ FACE BRICK
- ⑥ PERFORATED METAL SCREEN
- ⑦ GLASS OVERHEAD DOOR
- ⑧ ALUMINUM OVERHEAD DOOR
- ⑨ METAL LOUVERS



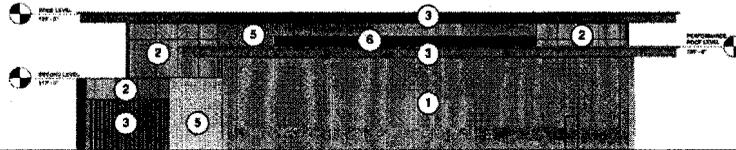
SOUTH ELEVATION



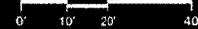
Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
 Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

**MATERIAL SYSTEM LEGEND**

- ① CURTAIN WALL - VISION GLAZING
- ② STOREFRONT - VISION GLAZING
- ③ ARCHITECTURAL METAL PANEL
- ④ PRECAST CONCRETE PANEL
- ⑤ FACE BRICK
- ⑥ PERFORATED METAL SCREEN
- ⑦ GLASS OVERHEAD DOOR
- ⑧ ALUMINUM OVERHEAD DOOR
- ⑨ METAL LOUVERS



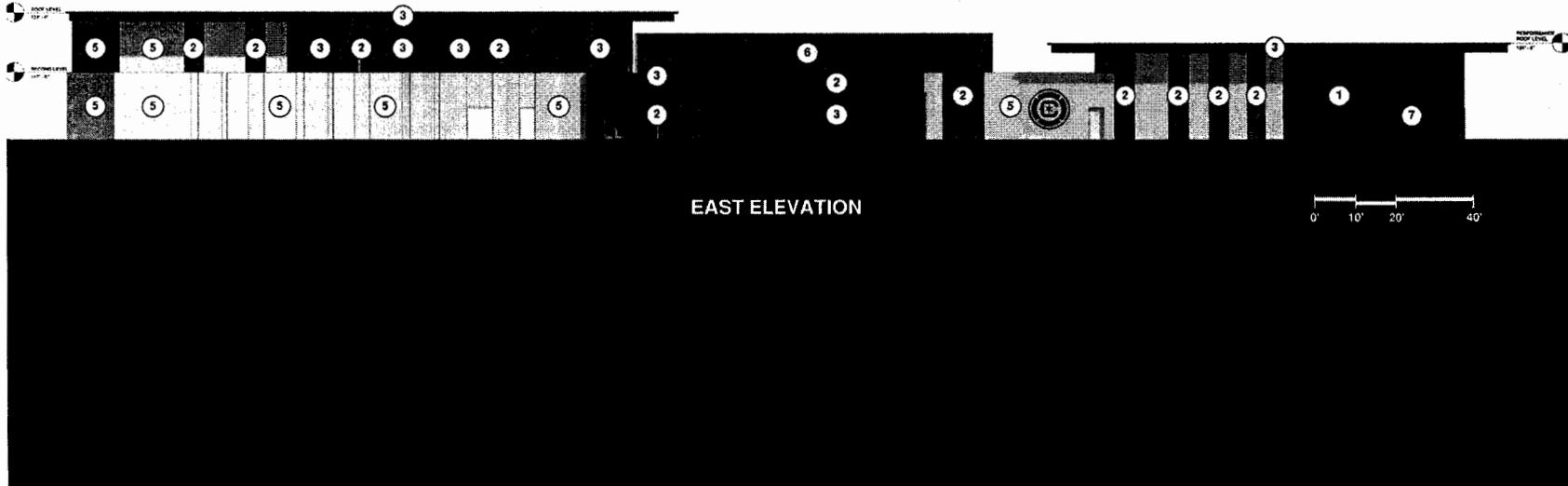
NORTH ELEVATION



Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrin Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

**MATERIAL SYSTEM LEGEND**

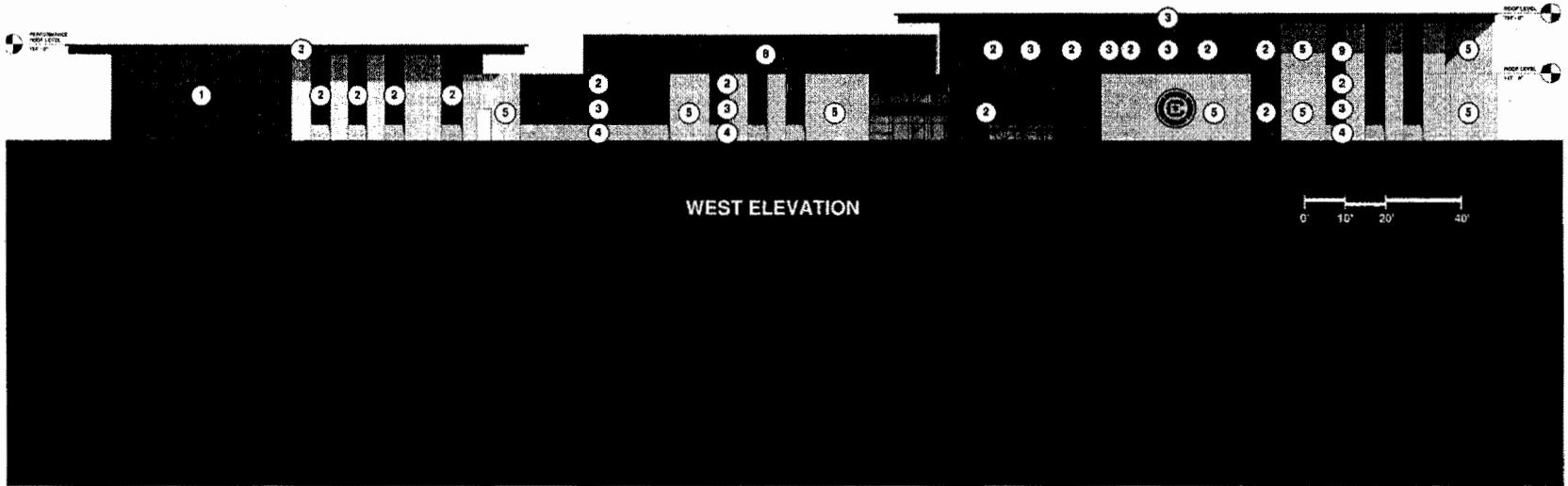
- ① CURTAIN WALL - VISION GLAZING
- ② STOREFRONT - VISION GLAZING
- ③ ARCHITECTURAL METAL PANEL
- ④ PRECAST CONCRETE PANEL
- ⑤ FACE BRICK
- ⑥ PERFORATED METAL SCREEN
- ⑦ GLASS OVERHEAD DOOR
- ⑧ ALUMINUM OVERHEAD DOOR
- ⑨ METAL LOUVERS



Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrini Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

**MATERIAL SYSTEM LEGEND**

- ① CURTAIN WALL - VISION GLAZING
- ② STOREFRONT - VISION GLAZING
- ③ ARCHITECTURAL METAL PANEL
- ④ PRECAST CONCRETE PANEL
- ⑤ FACE BRICK
- ⑥ PERFORATED METAL SCREEN
- ⑦ GLASS OVERHEAD DOOR
- ⑧ ALUMINUM OVERHEAD DOOR
- ⑨ METAL LOUVERS



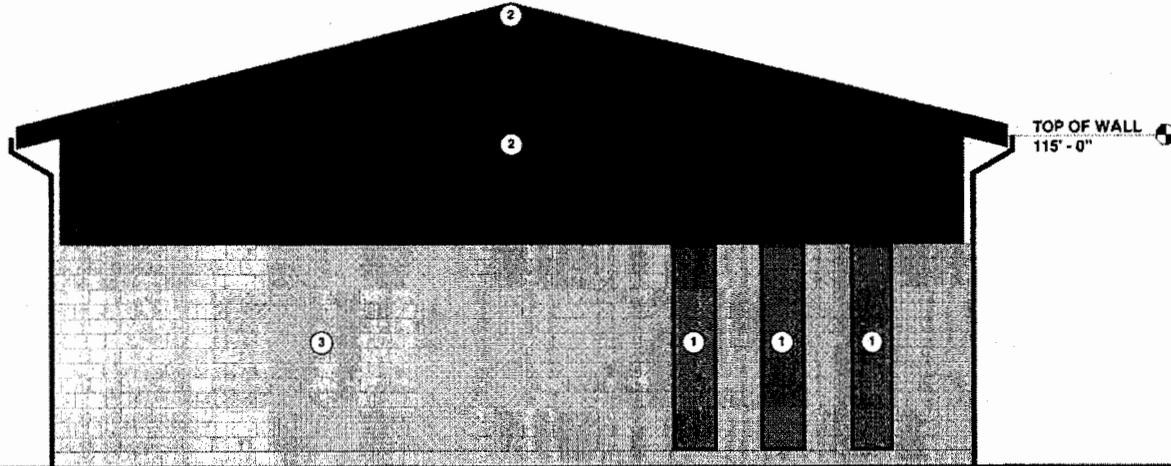
Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrini Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

FIELD CREW | BUILDING ELEVATIONS

FINAL FOR PUBLICATION

**MATERIAL SYSTEM LEGEND**

- ① STOREFRONT - VISION GLAZING
- ② ARCHITECTURAL METAL PANEL
- ③ CONCRETE MASONRY UNIT
- ④ ALUMINUM OVERHEAD DOOR



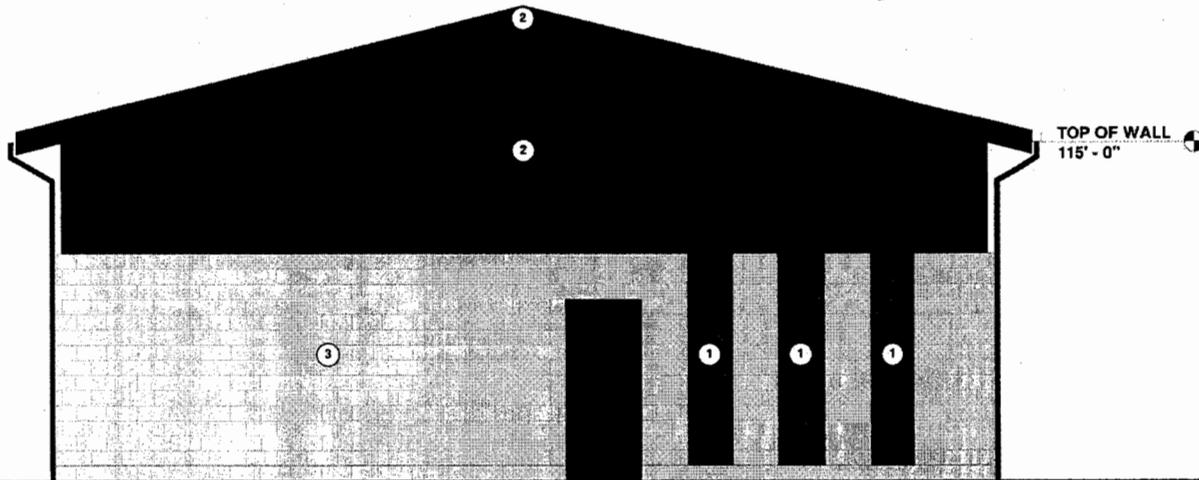
WEST ELEVATION



Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
 Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

**MATERIAL SYSTEM LEGEND**

- ① STOREFRONT - VISION GLAZING
- ② ARCHITECTURAL METAL PANEL
- ③ CONCRETE MASONRY UNIT
- ④ ALUMINUM OVERHEAD DOOR



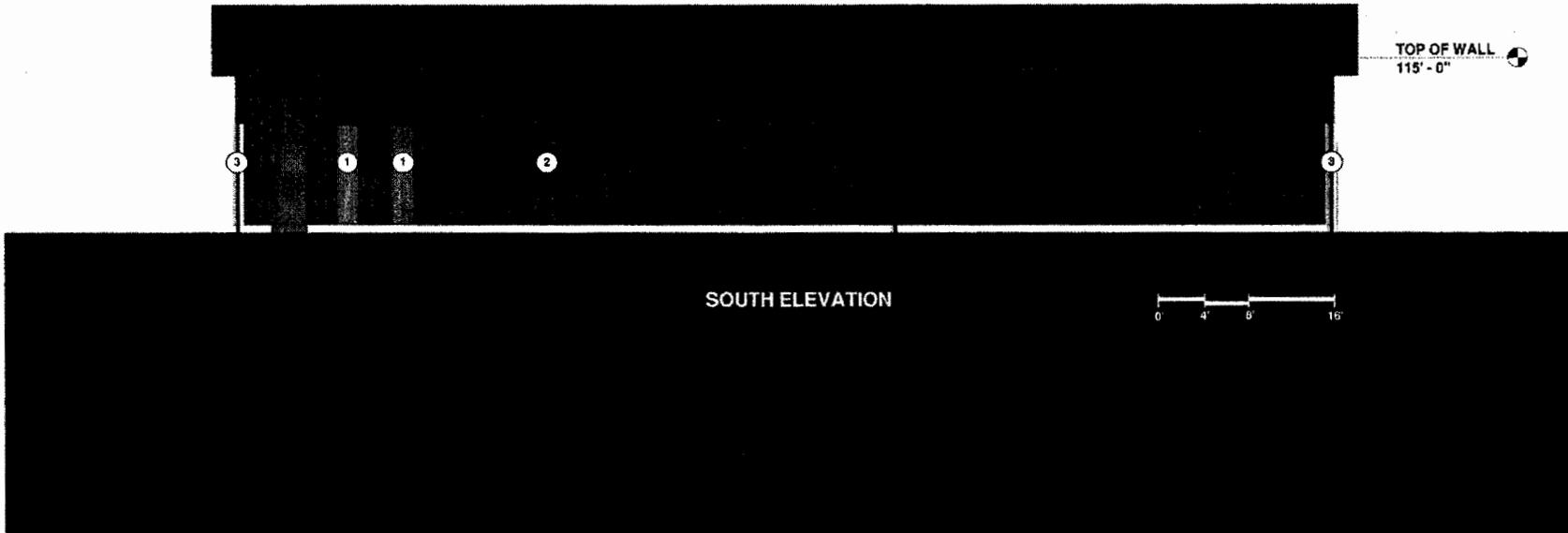
EAST ELEVATION



Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrin Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

**MATERIAL SYSTEM LEGEND**

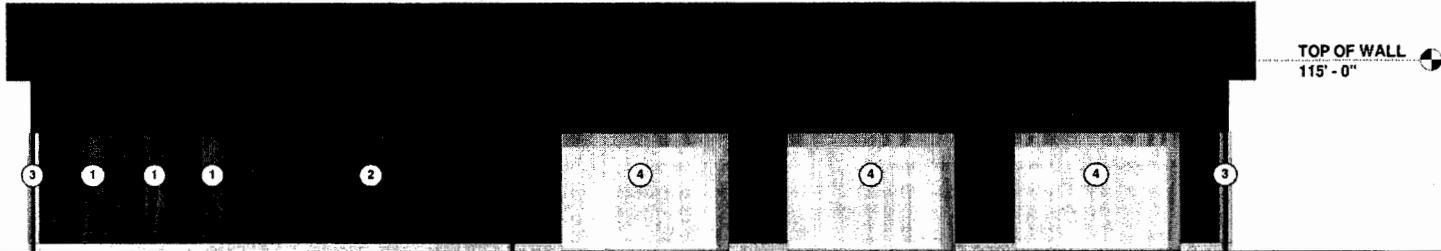
- ① STOREFRONT - VISION GLAZING
- ② ARCHITECTURAL METAL PANEL
- ③ CONCRETE MASONRY UNIT
- ④ ALUMINUM OVERHEAD DOOR



Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrini Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

**MATERIAL SYSTEM LEGEND**

- ① STOREFRONT - VISION GLAZING
- ② ARCHITECTURAL METAL PANEL
- ③ CONCRETE MASONRY UNIT
- ④ ALUMINUM OVERHEAD DOOR



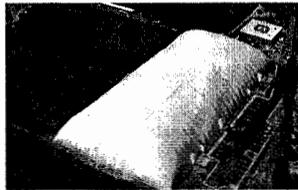
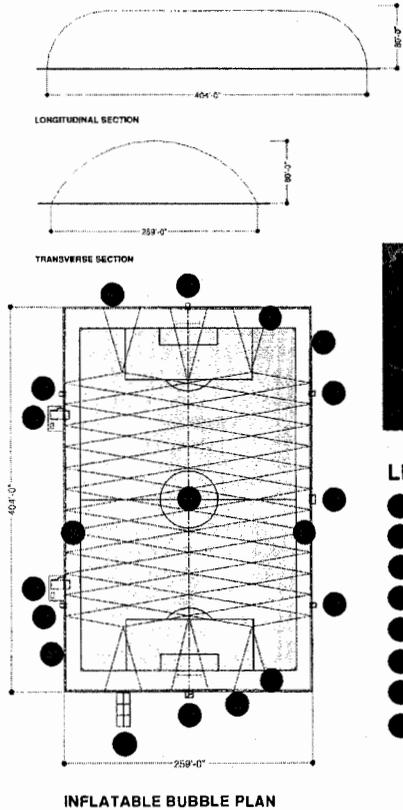
NORTH ELEVATION



Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrini Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

FINAL FOR PUBLICATION

SUBAREA G  
SEASONAL INFLATABLE DOME DIAGRAM -  
ILLUSTRATIVE SPECIFICATIONS



LEGEND

- HEATING AND INFLATION UNIT & GENERATOR
- 10' x 10' x 35' VEHICULAR AIR LOCK
- REVOLVING VESTIBULE DOOR
- EMERGENCY EGRESS DOOR(S)
- A1 PITCH - SYNTHETIC TURF 75 yd x 120 yd
- PITCH - SYNTHETIC TURF 15' RUN OUT
- PITCH - SYNTHETIC TURF 20' RUN OUT
- 2' WIDTH CONCRETE GRADE BEAM - FLUSH WITH TURF



SECTION 3102.1 CLASSIFIES STRUCTURES USED LESS THAN 180 DAYS PER YEAR AS TEMPORARY

SECTION 3102.1 GENERAL

THE PROVISIONS OF SECTIONS 3102.1 THROUGH 3102.8 SHALL APPLY TO AIR-SUPPORTED, AIR-INFLATED, MEMBRANE-COVERED CABLE, MEMBRANE-COVERED FRAME AND TENSILE MEMBRANE STRUCTURES, COLLECTIVELY KNOWN AS MEMBRANE STRUCTURES, ERECTED FOR A PERIOD OF 180 DAYS OR LONGER. THOSE ERECTED FOR A SHORTER PERIOD OF TIME SHALL COMPLY WITH THE INTERNATIONAL FIRE CODE. MEMBRANE STRUCTURES COVERING WATER STORAGE FACILITIES, WATER CLARIFIERS, WATER TREATMENT PLANTS, SEWAGE TREATMENT PLANTS, GREENHOUSES AND SIMILAR FACILITIES NOT USED FOR HUMAN OCCUPANCY ARE REQUIRED TO MEET ONLY THE REQUIREMENTS OF SECTIONS 3102.1 AND 3102.7. MEMBRANE STRUCTURES ERECTED ON A BUILDING, BALCONY, DECK OR OTHER STRUCTURE FOR ANY PERIOD OF TIME SHALL COMPLY WITH THIS SECTION.

THE REQUIREMENTS FOR STRUCTURES USED LESS THAN 180 DAYS PER YEAR ARE LESS RESTRICTIVE THAN FOR PERMANENT MEMBRANE STRUCTURES.

THE HEIGHT AND AREA LIMITATIONS IN CHAPTER 5 DO NOT APPLY.

3103 SPECIFIES THE REQUIREMENTS FOR TEMPORARY MEMBRANE STRUCTURE. SINCE WE HAVE AN OCCUPANT LOAD GREATER THAN 100 PERSONS THE REQUIREMENTS FOR THE INFLATION SYSTEM IS THE SAME FOR PERMANENT STRUCTURES. ESSENTIALLY, THIS INCLUDES BACK UP BLOWER SYSTEMS AND EMERGENCY POWER.

3103.2.5 AIR SUPPORTED AND AIR-INFLATED STRUCTURES

TEMPORARY AIR SUPPORTED STRUCTURES AND AIR-INFLATED STRUCTURES SHALL COMPLY WITH SECTIONS 3103.2.5.1 THROUGH 3103.2.5.3

3103.2.5.1 DESIGN

THE DESIGN AND CONSTRUCTION OF THE FABRIC ENVELOPE AND THE METHOD OF ANCHORING SHALL BE IN ACCORDANCE WITH ARCHITECTURAL FABRIC STRUCTURES INSTITUTE (AFSASS).

3103.2.5.2 BLOWERS

AN AIR-SUPPORTED STRUCTURE CONTAINING OCCUPIABLE SPACE SHALL BE FURNISHED WITH NOT LESS THAN TWO BLOWERS, EACH OF WHICH HAS ADEQUATE CAPACITY TO MAINTAIN FULL INFLATION PRESSURE WITH NORMAL LEAKAGE. THE DESIGN OF THE BLOWER SHALL BE SO AS TO PROVIDE INTEGRAL LIMITING PRESSURE AT THE DESIGN PRESSURE SPECIFIED BY THE MANUFACTURER.

3103.2.5.3 INFLATION SYSTEM

TEMPORARY STRUCTURES WITH AN OCCUPANT LOAD GREATER THAN 100 SHALL ALSO COMPLY WITH SECTION 3102.8

SPRINKLERS SHOULD NOT BE REQUIRED.

SOME FORM OF FIRE ALARM WILL PROBABLY BE REQUIRED. THIS WILL HAVE TO BE WORKED OUT WITH THE AHJ

EGRESS PER CHAPTER 10 IS REQUIRED.

EXIT SIGNS ARE REQUIRED

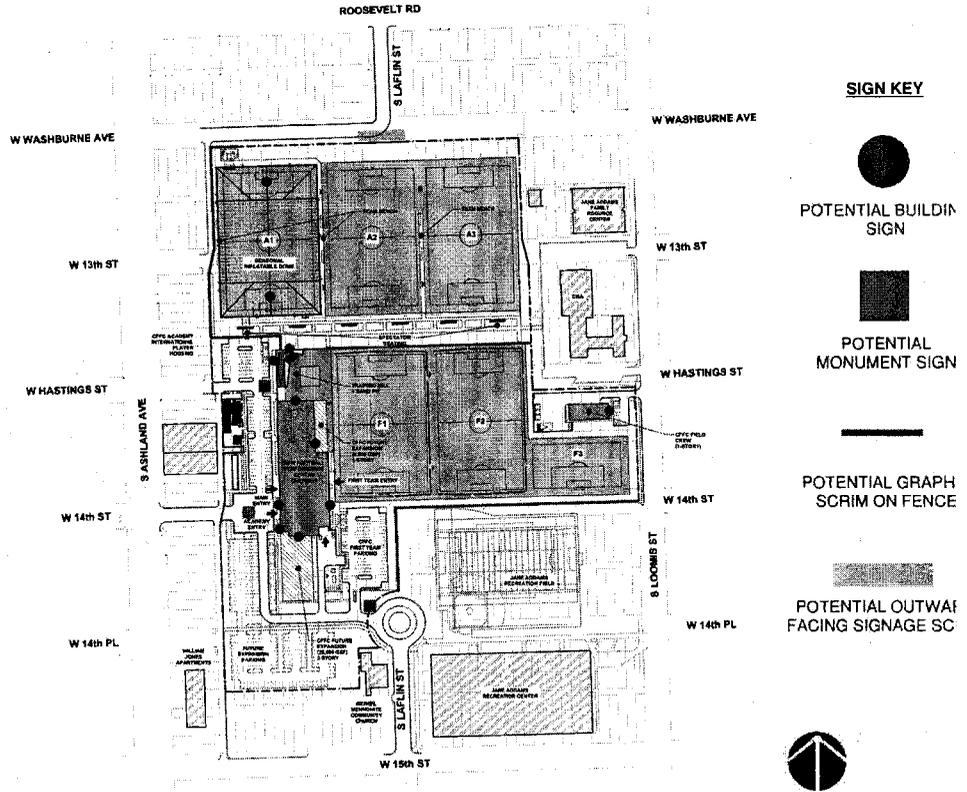
LIGHTING AND EMERGENCY LIGHTING IS REQUIRED.

Applicant: City of Chicago  
Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
Cabrini Street, et al.  
Introduced: June 22, 2022  
Plan Commission: September 15, 2022

**SUB AREA G  
SITE SIGNAGE**

STREET FRONTAGE	BUILDING SIGNAGE	FENCES FACING MONUMENT	OUTWARD FACING SIGNAGE SCRIM	TOTAL
W ROOSEVELT RD	240 SF	0 SF	1,200 SF	1500 SF
S LOOMIS ST	240 SF	0 SF	1,200 SF ALLOWED	UP TO 1500 SF
W 18TH ST	120 SF	70 SF	1,310 SF ALLOWED	UP TO 1500 SF
S ASHLAND AVE	240 SF	140 SF	1,120 SF ALLOWED	UP TO 1500 SF

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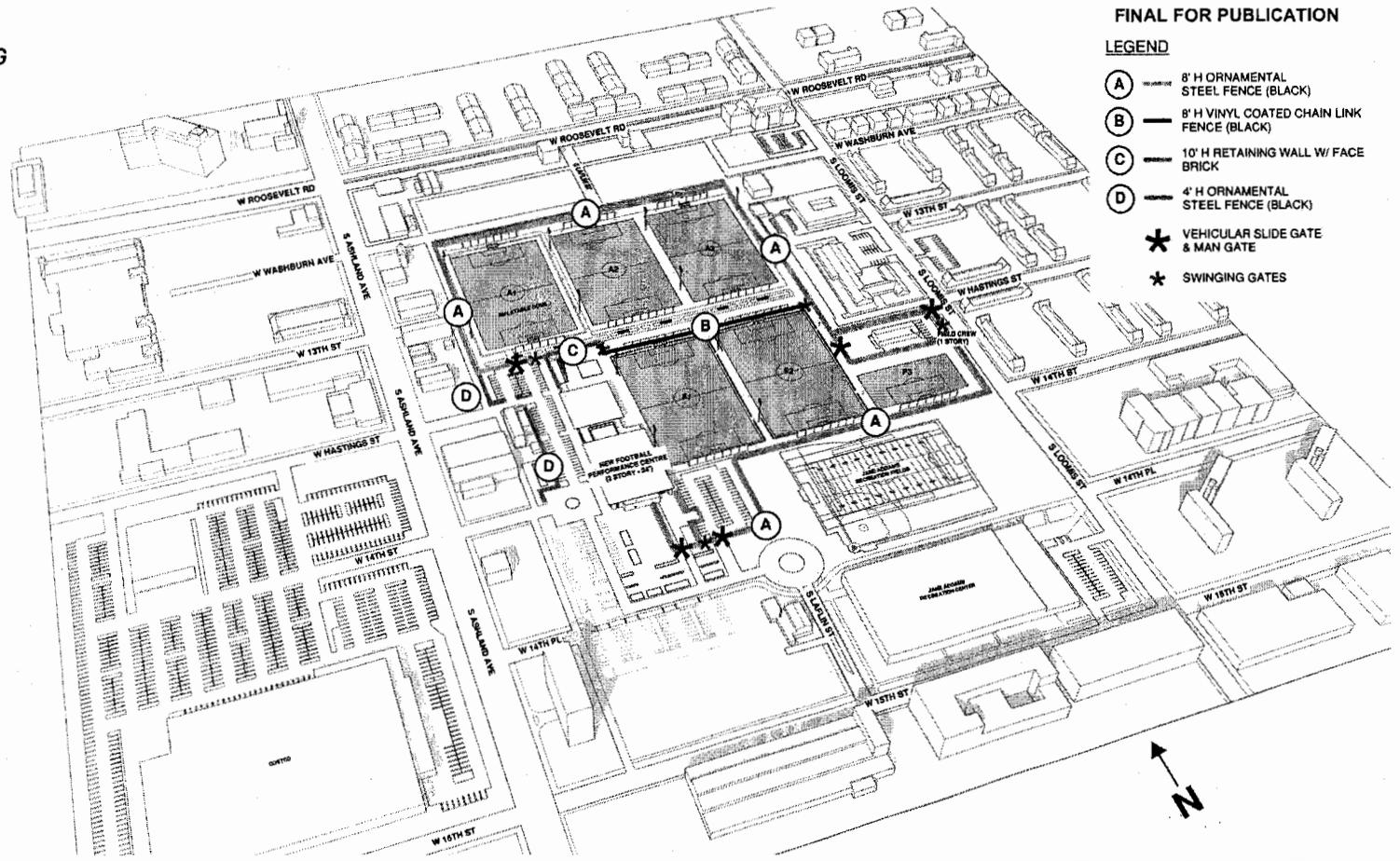
9/21/2022

REPORTS OF COMMITTEES

Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W.  
 Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

52205

**SUB AREA G  
SITE FENCING**



**FINAL FOR PUBLICATION**

**LEGEND**

- (A) 8' H ORNAMENTAL STEEL FENCE (BLACK)
- (B) 8' H VINYL COATED CHAIN LINK FENCE (BLACK)
- (C) 10' H RETAINING WALL W/ FACE BRICK
- (D) 4' H ORNAMENTAL STEEL FENCE (BLACK)
- \* VEHICULAR SLIDE GATE & MAN GATE
- \* SWINGING GATES

Applicant: City of Chicago  
 Address: ROOSEVELT SQUARE - 1201 - 1285 W. Cabrini Street, et al.  
 Introduced: June 22, 2022  
 Plan Commission: September 15, 2022

AMENDMENT OF TITLE 17 OF MUNICIPAL CODE BY RECLASSIFICATION OF  
AREA SHOWN ON MAP NO. 20-F.

(As Amended)  
(Application No. 20996)  
(Common Address: 201 -- 357 W. 83<sup>rd</sup> St. And 8301 -- 8455 S. Stewart Ave.)  
[SO2022-1159]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

Page 13 contains a fee waiver for the historical landmark property located at 1100 East Hyde Park Boulevard.

Page 13 further contains various large signs over 100 square feet in area and 24 feet above grade in the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 32<sup>nd</sup>, 42<sup>nd</sup>, 45<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed substitute ordinance transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

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

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 47.

*Nays* -- Alderman Moore -- 1.

Alderman Cappleman 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 Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, be amended by changing all Business Planned Development Number 966 symbols and designations as shown on Map Number 20-F in the area bounded by:

West 83<sup>rd</sup> Street; a line 1,290.02 feet east of and parallel to South Stewart Avenue, or the line thereof if extended where no street exists; a line 969.81 feet south of West 83<sup>rd</sup> Street; a line from a point 1,257.34 feet east of South Stewart Avenue, extended, and 969.81 feet south of West 83<sup>rd</sup> Street, to a point 1,084.56 feet east of South Stewart Avenue extended and 1,251.19 feet south of West 83<sup>rd</sup> Street, to be connected by an arc of a circle which is convex with a radius of 353.77 feet for a

distance of 337.50 feet; a line from a point 1,084.56 feet east of South Stewart Avenue extended and 1,251.19 feet south of West 83<sup>rd</sup> Street, to a point 987.77 feet east of South Stewart Avenue extended and 1,318.65 feet south of West 83<sup>rd</sup> Street; a line from a point 987.77 feet east of South Stewart Avenue extended and 1,318.65 feet south of West 83<sup>rd</sup> Street, to a point 780.81 feet east of South Stewart Avenue extended and 1,412.95 feet south of West 83<sup>rd</sup> Street; a line from a point 780.81 feet east of South Stewart Avenue extended and 1,412.95 feet south of West 83<sup>rd</sup> Street, to a point 562.81 feet east of South Stewart Avenue extended and 1,696.45 feet south of West 83<sup>rd</sup> Street, to be connected by a concave line on an arc having a radius of 273.04 feet; a line from a point 562.81 feet east of South Stewart Avenue extended and 1,696.45 feet south of West 83<sup>rd</sup> Street, to a point 541.36 feet east of South Stewart Avenue extended and 1,891.88 feet south of West 83<sup>rd</sup> Street; a line 541.36 feet east of South Stewart Avenue extended; a line from a point 541.36 feet east of South Stewart Avenue extended and 1,977.79 feet south of West 83<sup>rd</sup> Street, to a point 501.81 feet east of South Stewart Avenue extended and 2,031.45 feet south of West 83<sup>rd</sup> Street, to be connected by a convex line on an arc with a radius of 396.37 feet and having a distance of 94.44 feet; a line from a point 501.81 feet east of South Stewart Avenue extended and 2,031.45 feet south of West 83<sup>rd</sup> Street, to a point 452.81 feet east of South Stewart Avenue extended and 2,167.45 feet south of West 83<sup>rd</sup> Street; a line 452.81 feet east of South Stewart Avenue extended; a line from a point 452.81 feet east of South Stewart Avenue extended and 2,277.83 feet south of West 83<sup>rd</sup> Street, to a point 522.48 feet east of South Stewart Avenue extended and 2,457.83 feet south of West 83<sup>rd</sup> Street; a line from a point 522.48 feet east of South Stewart Avenue extended and 2,457.83 feet south of West 83<sup>rd</sup> Street, to a point 552.69 feet east of South Stewart Avenue extended and the north right-of-way line of West 87<sup>th</sup> Street; the north right-of-way line of West 87<sup>th</sup> Street; a line from a point 503.97 feet east of South Stewart Avenue extended and the north right-of-way line of West 87<sup>th</sup> Street, to a point 386.02 feet east of South Stewart Avenue extended and 150.02 feet north of the northerly right-of-way line of West 87<sup>th</sup> Street; the southeasterly right-of-way line of South Holland Road; the northeasterly right-of-way line of South Holland Road; the northwesterly right-of-way line of South Holland Road; a line from a point 340.81 feet east of South Stewart Avenue extended and 2,450 feet south of West 83<sup>rd</sup> Street, to a point 293.23 feet east of South Stewart Avenue extended and 2,401.23 feet south of West 83<sup>rd</sup> Street; a line from a point 293.23 feet east of South Stewart Avenue extended and 2,401.23 feet south of West 83<sup>rd</sup> Street, to a point 220.81 feet east of South Stewart Avenue extended and 2,201.11 feet south of West 83<sup>rd</sup> Street, to be connected by a convex line along an arc of 220.88 feet having a radius 1,432.69 feet; a line from a point 220.81 feet east of South Stewart Avenue extended and 2,201.11 feet south of West 83<sup>rd</sup> Street, to a point 1,921.45 feet south of West 83<sup>rd</sup> Street and 150.23 feet east of South Stewart Avenue extended; a line from a point 150.23 feet east of South Stewart Avenue and 1,921.45 feet south of West 83<sup>rd</sup> Street, to a point 120.41 feet east of South Stewart Avenue extended and 1,791.45 feet south of West 83<sup>rd</sup> Street, to be connected by a convex line having an arc length of 104.74 feet and a radius of 342.26 feet; a line from a point 120.41 feet east of South Stewart Avenue extended and 1,791.45 feet south of West 83<sup>rd</sup> Street, to a point 115.25 feet east of South Stewart Avenue extended and 1,734.77 feet south

of West 83<sup>rd</sup> Street; a line from a point 115.25 feet east of South Stewart Avenue extended and 1,734.77 feet south of West 83<sup>rd</sup> Street, to a point 100 feet east of South Stewart Avenue extended and 1,621.45 feet south of West 83<sup>rd</sup> Street, to be connected by a concave line with an arc length of 78.80 feet having a radius of 376.26 feet; a line from a point 100 feet east of South Stewart Avenue extended and 1,621.45 feet south of West 83<sup>rd</sup> Street, to a point 1,311.45 feet south of West 83<sup>rd</sup> Street and 10.84 feet east of the west right-of-way line of South Stewart Avenue, to be connected by a concave arc having a length of 318.83 feet and a radius of 1,163.28 feet; a line 1,311.45 feet south of West 83<sup>rd</sup> Street; the west right-of-way line of South Stewart Avenue; a line 1,216.6 feet south of West 83<sup>rd</sup> Street; a line 13 feet east of South Stewart Avenue; a line 1,116.60 feet south of West 83<sup>rd</sup> Street; and South Stewart Avenue,

to the designation of Business Planned Development Number 966, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Business Planned Development No. 966.*

*Plan Of Development Statements.*

1. The area delineated herein as Planned Development Number 966 consists of approximately one million eight hundred thirty-four thousand two hundred eighty-seven (1,834,287) square feet (forty-two and one-tenth (42.1) acres) of net site area which is depicted on the attached Planned Development Boundary, Property Line and Right-of-Way Adjustment Map. Outlot B is owned and controlled by the applicant, SDR Chatham LLC to which this amendment relates and the applicable confirmation of authority has been obtained.
2. The applicant ("Applicant") shall obtain all applicable official reviews, approvals or permits which are necessary to implement this planned development. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the Applicant or its successors, assignees or grantees and approval by the City Council.

3. The requirements, obligations and conditions contained within this planned development shall be binding upon the Applicant, its successors and assigns, grantees and lessees and, if different than the Applicant, the legal titleholders or any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder or any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the property, at the time applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made, shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors, or by a governmental agency with the power of eminent domain which has designated the property for acquisition.
4. This plan of development consists of the following eighteen (18) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; a Planned Development Boundary, Property Line and Right-of-Way Adjustment Map; Existing Land-Use Map; Outlot B Site Plan, Outlot B Landscape Plan; Outlot B Floor Plan and Outlot B Elevation Plans (North, South, East and West) prepared by ARSA Schneider Architects dated August 18, 2022. This amendment adopts and incorporates by reference the Architectural Design Criteria, Landscape Criteria, Sign Criteria and the Planned Development Bulk Regulations and Data Table and Exhibits approved on September 29, 2004, and all approved minor changes thereto except as amended by the Outlot B Exhibits attached hereto. Full-size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated herein and these and no other zoning controls shall apply. The planned development conforms to the intent and purpose of the Chicago Zoning Ordinance, Title 17 of the Municipal Code of Chicago, and all requirements thereof, and satisfies the established criteria for approval as a planned development.
5. The uses permitted within the area delineated herein as a "Business Planned Development" shall be all uses permitted in a B5-1 General Service District including, but not limited to, retail, office, banks, vehicle sales and service, two-car wash or cleaning, and restaurant uses including "drive-through" facilities and accessory parking which may include facilities as defined in Section 5.11-1 of the Chicago Zoning Ordinance. Accessory parking lots shall not be used for the seasonal sale of merchandise by the Applicant, its successors and assigns, grantees or lessees.

6. The Applicant acknowledges that all subsequent buildings and outlots must be constructed in accordance with Landscape Guidelines, Signage Guidelines, Architectural Design Guidelines and Conceptual Building Elevations prepared by Otis Koglin Wilson Architects dated February 19, 2004, and approved by the Department of Planning and Development.
7. Identification and other necessary signs, including temporary construction signs, may be permitted within the area delineated herein as a "Business Planned Development", subject to the review and approval of the Department of Planning and Development. The Department of Planning and Development supports and approves the use of monument signs within the boundaries of this Business Planned Development and certain monument signs located immediately adjacent to said planned development boundaries as depicted on the site and landscaping plan approved by the Business Planned Development dated September 29, 2004. These monument signs, identifying the Applicant's tenants shall not exceed a maximum height of fifteen (15) feet.
8. Off-street parking and off-street loading facilities shall be provided in compliance with this planned development, subject to the review of the Departments of Transportation and Planning and Development. The minimum number of off-street parking spaces shall be determined in accordance with the attached Bulk Regulations and Data Table. Within the boundaries of this business planned development, the number of all handicapped parking spaces shall comply with the Illinois Accessibility Code.
9. Ingress and egress shall be subject to the review and approval of the Department of Transportation -- Bureau of Traffic and the Department of Planning and Development. The 2004 Applicant will be installing new signalization equipment along West 83<sup>rd</sup> Street and West 87<sup>th</sup> Street in an effort to improve the timing of the signals along those rights-of-way. In addition, the 2004 Applicant will be constructing and dedicating South Holland Road and West 85<sup>th</sup> Street. The new roadways and updated equipment will support the increase in traffic that will occur as a result of this development. All work in the public way must be designed and constructed in accordance with the Chicago Department of Transportation Construction Standards for Work in the Public Way and in compliance with the Municipal Code of the City of Chicago. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
10. In addition to the maximum height of the building and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations as approved by the Federal Aviation Administration.

11. The maximum permitted floor area ratio ("FAR") shall be in accordance with the attached Bulk Regulations and Data Table. For purposes of FAR calculations and floor area measurements, the definitions in the Chicago Zoning Ordinance shall apply.
12. Improvements on the property, including landscaping and all entrances and exits to the parking areas, shall be designed and installed in substantial conformance with the Site/Landscape Plan, Green Roof Plan, Building Elevations and the Bulk Regulations and Data Table attached hereto and made a part hereof. In addition, parkway trees and other landscaping shall be installed and maintained at all times in accordance with the Site/Landscape Plan and the parkway tree and parking lot landscaping provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Furthermore, new sidewalks adjacent to the property shall be installed consistent with applicable provisions of the City of Chicago Municipal Code.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted, pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the director of MOPD has approved detailed construction drawings for each building or improvement.
14. Improvements to be constructed in accordance with this planned development, for which building elevations are not currently developed, shall be designed in a manner that is compatible with the character of the elevations incorporated herein. Architectural features and design character shall be consistent with the Landscape Guidelines, Signage Guidelines, Architectural Design Guidelines and Conceptual Building Elevations prepared by Otis Koglin Wilson Architects dated February 19, 2004 and incorporated as exhibits to this planned development, and shall be in substantial conformance with the Site/Landscape Plan. All Green Roofs will be constructed once building structures are completed. The Commissioner of Planning and Development shall determine whether the improvements, for which no elevations are currently available, comply with the requirements of compatibility during the Part II approval stage.
15. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. For new buildings, the Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.

16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises (“M/WBEs”) and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant’s goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant’s proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant’s submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant’s preliminary outreach plan; (b) a description of the applicant’s outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant’s outreach efforts; and (d) updates (if any) to the applicant’s M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.
17. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the Applicant and after a determination is made by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 17-13-0612 of the Chicago Zoning Ordinance.

18. Unless substantial construction has commenced within six (6) years following adoption of this planned development and unless completion is thereafter diligently pursued, then this planned development shall expire and the zoning of the property shall automatically revert to the prior Business Planned Development Number 966 dated September 29, 2004.

[Existing Zoning Map; Existing Land-Use Map; Lot B Floor Plan and Upper/Roof Plan; Lot B Site and Landscape Plans; Lot B North, South, East and West Building Elevations; Property Line and Boundary Map; and Site Plan referred to in these Plan of Development Statements printed on pages 52216 through 52223 of this *Journal*.]

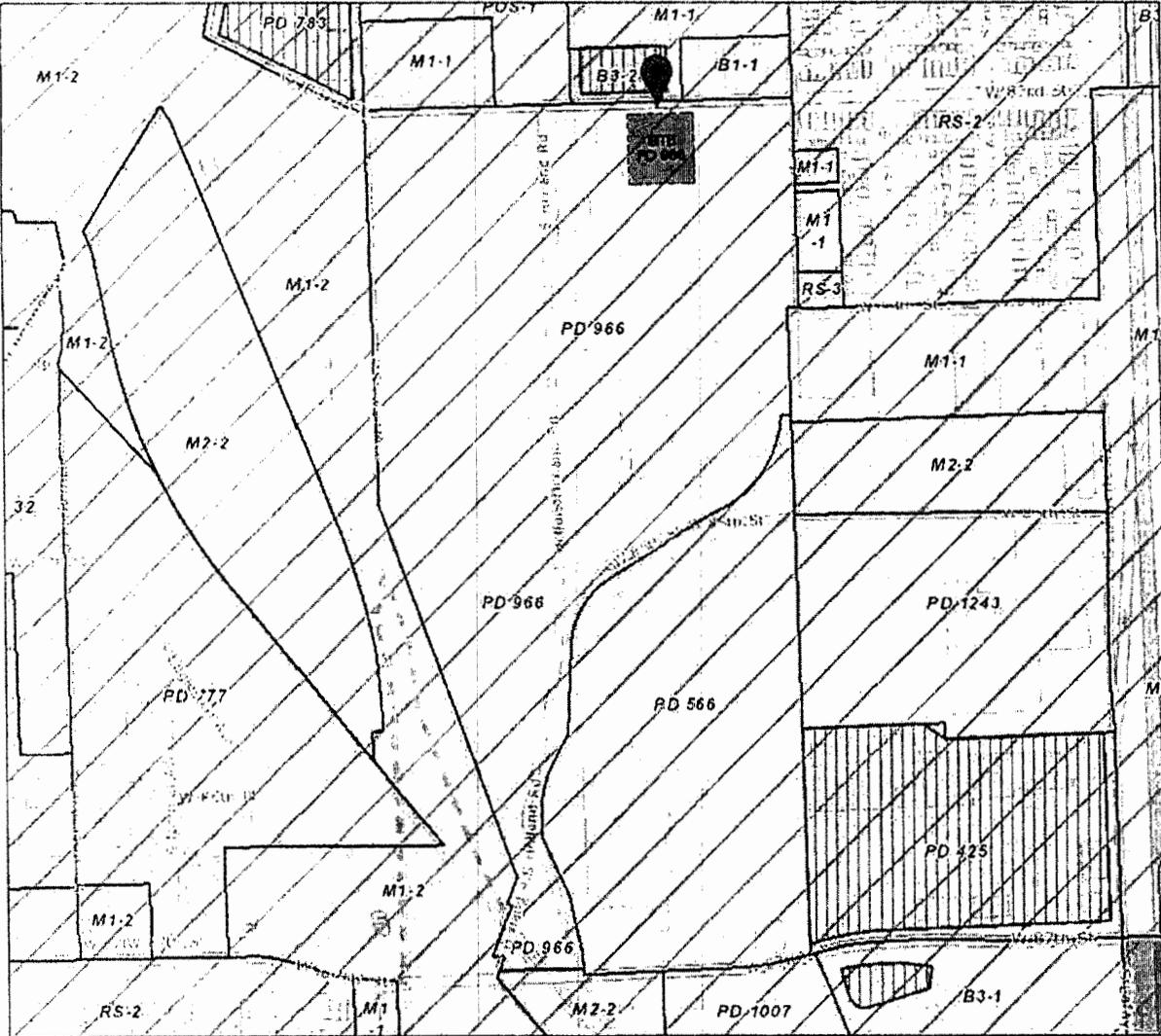
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Business Planned Development No. 966.*

*Bulk Regulations And Data Table.*

Gross Site Area:	2,185,877 square feet (50.18 acres)
Net Site Area:	1,834,287 square feet (42.1 acres)
Public Right-of-Way Area:	350,222 square feet (8.07 acres)
Maximum Floor Area Ratio:	0.35
Minimum Number of Off-Street Loading Spaces:	8
Minimum Number of Off-Street Parking Spaces:	1,600
Maximum Building Height:	
Retail Buildings:	60 feet
Office Buildings:	65 feet
Minimum Required Setbacks:	Per Site Plan

# Final for Publication

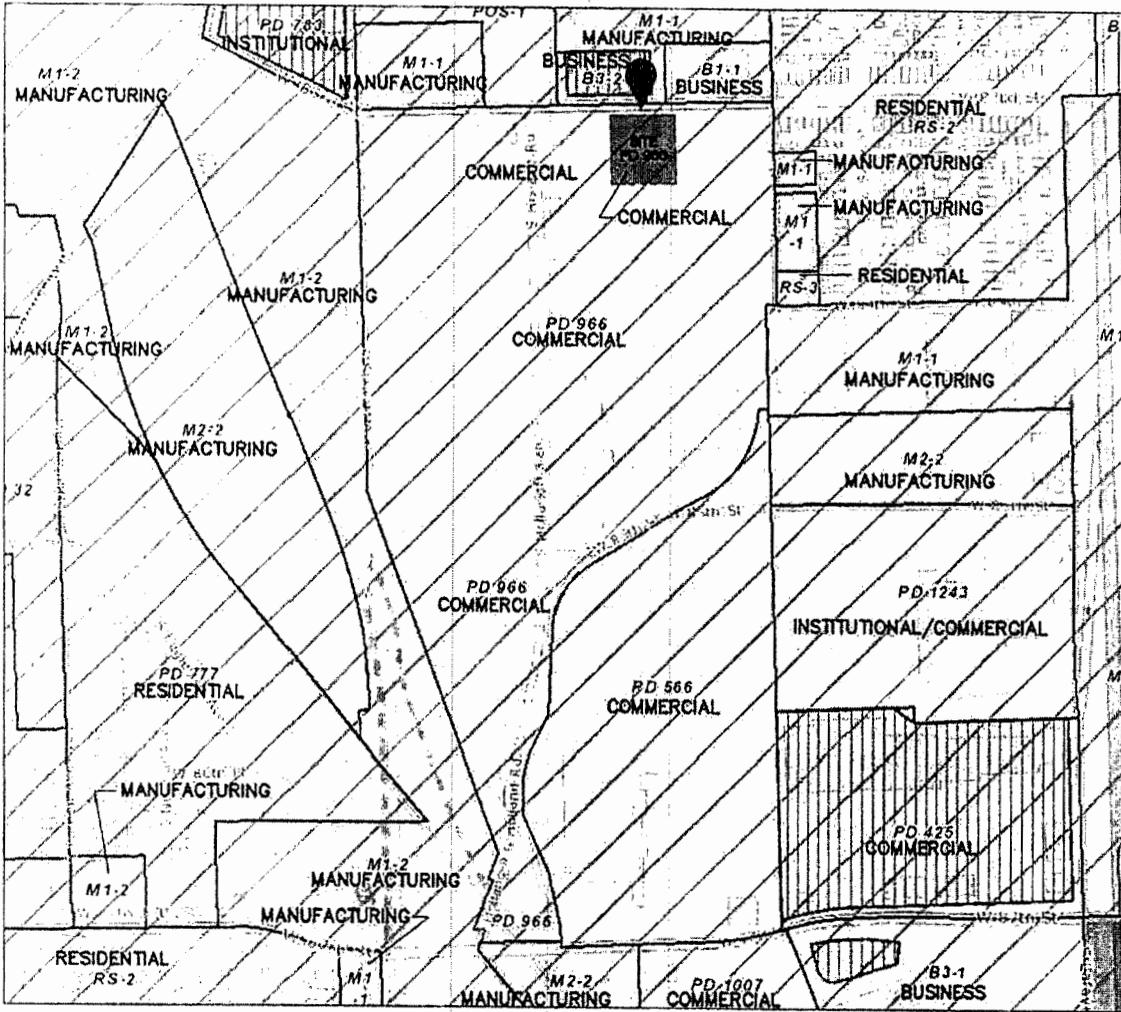


**EXISTING ZONING MAP**

Applicant: SDR CHATHAM, LLC  
 Address: 201-357 W.83RD St.;B301-B455 S. Stewart Ave.  
 Introduced: April 27, 2022  
 Plan Commission: August 18, 2022



# Final for Publication

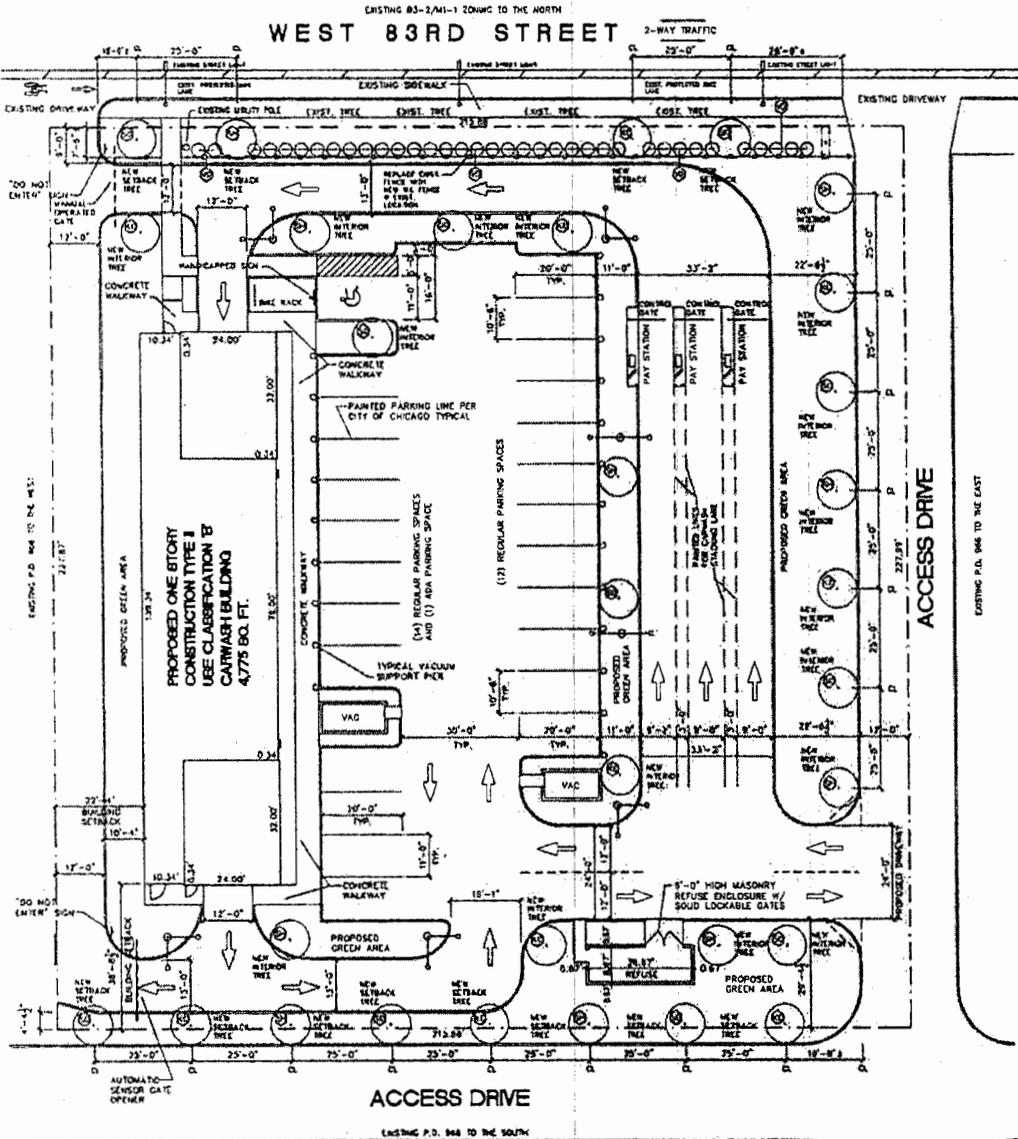


EXISTING LAND USE MAP  
 Applicant: SDR CHATHAM, LLC  
 Address: 201-357 W.83RD St.; 8301-8455 S. Stewart Ave.  
 Introduced: April 27, 2022  
 Plan Commission: August 18, 2022



# Final for Publication

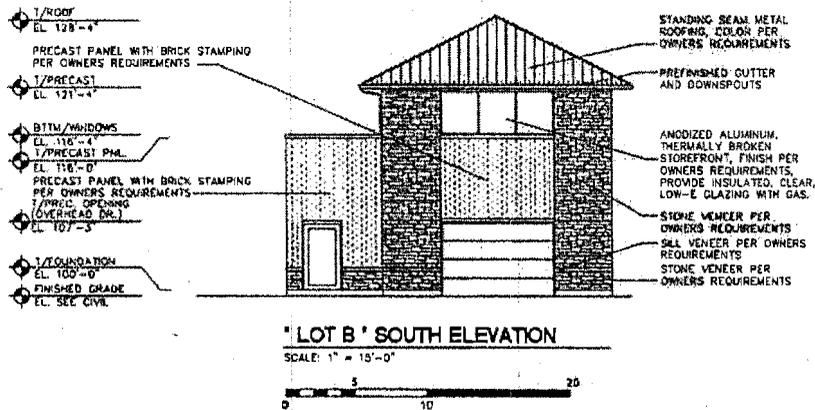
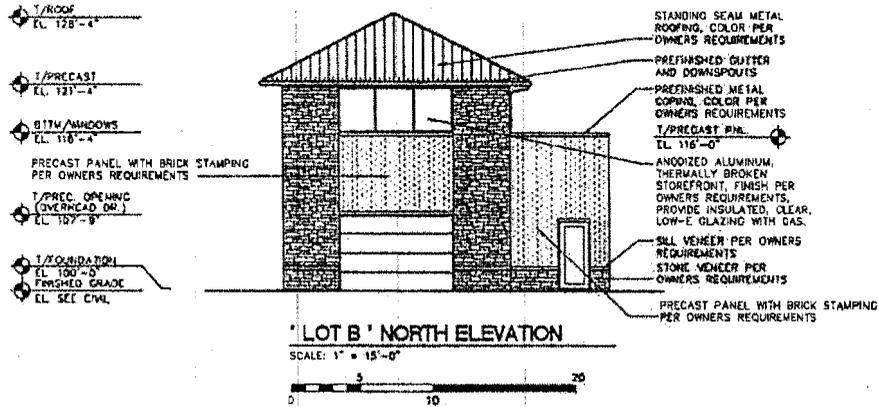

  
 'LOT B' SITE PLAN  
 LANDSCAPE PLAN  
 SCALE: 1" = 30'-0"



Applicant: SDR CHATHAM, LLC  
 Address: 201-357 W. 83RD ST., 8301-8455 S. Stewart Ave.  
 Introduced: April 27, 2022  
 Plan Commission: August 18, 2022

EXISTING 83-2/41-1 ZONING TO THE NORTH  
**WEST 83RD STREET** 2-WAY TRAFFIC

Final for Publication



Applicant: SDR CHATHAM, LLC  
 Address: 201-357 W. 83RD ST.; 8301-8456 S. Stewart Ave.  
 Introduced: April 27, 2022  
 Plan Commission: August 18, 2022







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, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

Page 13 contains a fee waiver for the historical landmark property located at 1100 East Hyde Park Boulevard.

Page 13 further contains various large signs over 100 square feet in area and 24 feet above grade in the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 32<sup>nd</sup>, 42<sup>nd</sup>, 45<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed ordinances and substitute ordinances transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed ordinances and substitute ordinances transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following are said ordinances as passed (the italic heading in each case not being a part of the ordinance):

*Reclassification Of Area Shown On Map No. 1-G.*

(Application No. A-8776)

(Common Address: 460 N. Noble St.)

[O2022-1986]

*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 M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 1-G in the area bounded by the description below, and further legally defined in Exhibit A:

a line approximately 186.50 feet north of and parallel to West Hubbard Street; North Noble Street; a line approximately 212.2 feet north of and parallel to West Hubbard Street; and a line approximately 135 feet west of and parallel to North Noble Street,

to those of an RS3 Residential Single-Unit (Detached House) District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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

*Exhibit "A".*

Legal Description for property commonly known as 460 North Noble Street:

Lot 2 in Hambleton's Subdivision of Block 1 in Armour's Subdivision in the southeast corner of the west half of the northwest quarter of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers:

17-08-131-047-0000; and

17-08-131-030-0000.

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*Reclassification Of Area Shown On Map No. 2-E.*  
(As Amended)  
(Application No. 21085)  
(Common Address: 1147 S. Wabash Ave.)

[SO2022-2058]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the Residential-Business Planned Development Number 815 symbols and indications as shown on Map Number 2-E in the area bounded by:

a line 179.0 feet north of and parallel to East Roosevelt Road; the alley next east of and parallel to South Wabash Avenue; a line 100.50 feet north of and parallel to East Roosevelt Road; South Michigan Avenue; East Roosevelt Road; and South Wabash Avenue,

to those of Residential-Business Planned Development Number 815, as amended, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part hereto and to no others.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development No. 815, As Amended.*

*Plan Of Development Statements.*

1. The area delineated herein as a Residential-Business Planned Development consists of approximately forty-seven thousand one hundred thirty-seven (47,137) square feet (one and eight hundredths (1.08) acres) and is owned or controlled by Neighborhood Rejuvenation Partners L.P. and Wabash/Roosevelt LLC. Family Roots LLC is the "Applicant" for purposes of this amendment to Subarea B.
2. All applicable official reviews, approvals or permits are required to be obtained by the co-applicants or their successors, assignees or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation or resubdivision of parcels, shall require a separate submittal on behalf of the co-applicants or their successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this planned development shall be binding upon the co-applicants, their successors and assigns and, if different than the co-applicants, the legal titleholder and any ground lessors. All rights granted hereunder to the co-applicants shall inure to the benefit of the co-applicants' successors and assigns and if different than the co-applicants, then to the owners of record title to all of the property and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time any applications for amendments, modifications or changes (administrative, legislative or otherwise) to this planned development are made shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this planned development or any other modification or change thereto (administrative, legislative or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners, the board of directors or any property owners association, or a covenant binding property owners, may designate the authorized party for any future amendment, modification or change.

4. This plan of development consists of these fifteen (15) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map, dated September 15, 2022; a Planned Development Property Line and Boundary Map; Vicinity/Context Map; a Site Plan; Garden Terrace at Ninth Floor; a Roof/Landscape Plan; Surface Parking Plan; Building Sections and Building Elevations, dated February 14, 2002 prepared by DeStefano and Partners as to Subarea A and Vinci/Hamp Architects, Inc. as to Subarea B, as published in the February 27, 2002 *Journal of the Proceedings of the City Council of the City of Chicago*, pages 80380 to 80393. Full-size sets of the Site Plan, Roof/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The planned development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Residential Planned Development":
  - Subarea A:
    - Multi-family dwelling units, retail uses and parking.
  - Subarea B:
    - Multi-family dwelling units, art galleries, "Art Related Uses" as defined in the redevelopment agreement by and between the co-applicants and the City, business uses as permitted in the DX-12 Downtown Mixed-Use District, dormitory rooms and parking, accessory and non-accessory and cannabis dispensary provided that a special use is approved pursuant to the standards under Section 17-9-0129 of the Chicago Zoning Ordinance. No cannabis business establishment which requires a special use may operate in any planned development prior to such use being reviewed and approved as a special use by the Zoning Board of Appeals (17-9-0129-5). The special use application must be filed pursuant to Sections 17-13-0900 and 17-13-0905-G and the applicable rules issued by the Zoning Board of Appeals.
6. Business identifications and identification signs shall be permitted within the planned development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Ingress and egress shall be subject to the review and approval of the Department of Transportation and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.

8. In addition to the maximum height of the buildings and any appurtenance thereto prescribed in this planned development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio (FAR) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the property shall be designed, installed and maintained in substantial conformance with the Site Plan, Roof/Landscape Plan and Building Elevations or otherwise in accordance with the terms of the Redevelopment Agreement, and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines.
11. The terms, conditions and exhibits of this planned development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by Neighborhood Rejuvenation Partnership L.P. as it relates to Subarea A and Wabash/Roosevelt LLC as it relates to Subarea B and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this planned development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the planned development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
12. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
13. The co-applicants acknowledge that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with Disabilities ("MOPD") to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11-11-3(b) of the Chicago Zoning Ordinance until the director of MOPD has approved detailed construction drawings for each building or improvement.
14. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the

planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

15. This planned development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this planned development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to revert the property to Residential-Business Planned Development Number 815, as approved February 27, 2002.

[Surrounding Zoning Map and Surrounding Land-Use Map referred to in this Plan of Development Statements printed on pages 52232 and 52233 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential-Business Planned Development No. 815, As Amended.*

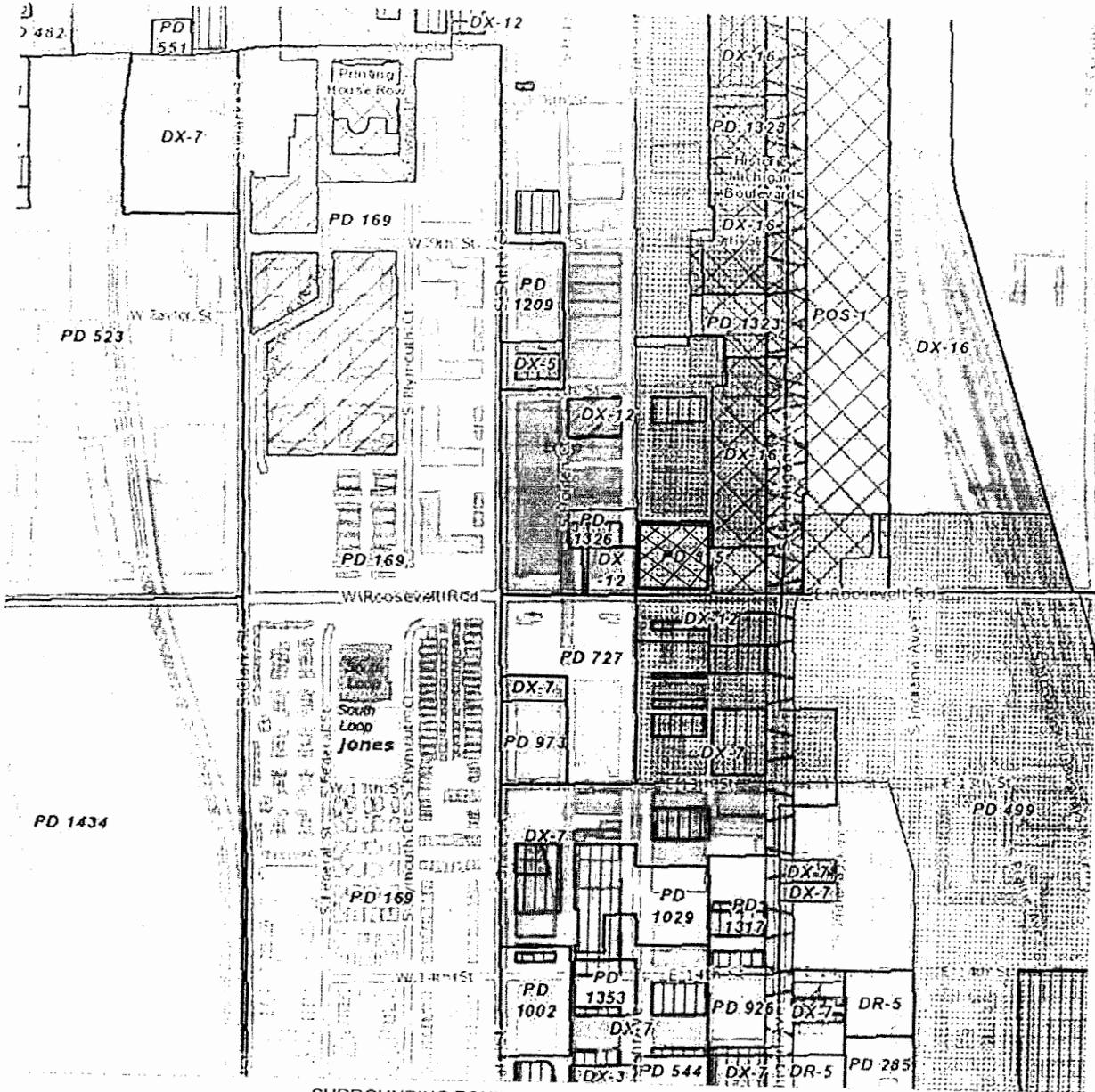
*Bulk Regulations And Data Table.*

Net Site Area	Square Feet	Acre	Public Right-Of-Way	Gross Site Area	Maximum Floor Area Ratio	Maximum Number/Units
Subarea A	17,030.02	0.39	16,950.66	33,980.68	23.5	225
Subarea B	30,107.00	0.69	18,332.98	48,439.98	3.38	32 units or 65 dorms
TOTAL:	47,137.02	1.08	35,283.64	82,420.66	10.65	257

	Subarea A	Subarea B
Maximum Percent of Site Coverage:	Per Ground Floor Plan	Per Ground Floor Plan
Maximum Required Building Setbacks:	Per Ground Floor Plan	Per Ground Floor Plan
Maximum Building Height:	Per Building Elevations	Per Building Elevations
Minimum Number of Parking Spaces:	225 parking spaces	If Surface Parking:  34 parking spaces plus 15 tandem spaces  If Developed:  49 parking spaces plus 1 space per dwelling unit
Minimum Number of Off-Street Loading Docks:	2 loading docks	1 loading dock
Maximum Height of Building (to roof above highest habitable floor:	438 feet, 4 inches	102 feet, 0 inches

Planned Development No. 815, As Amended

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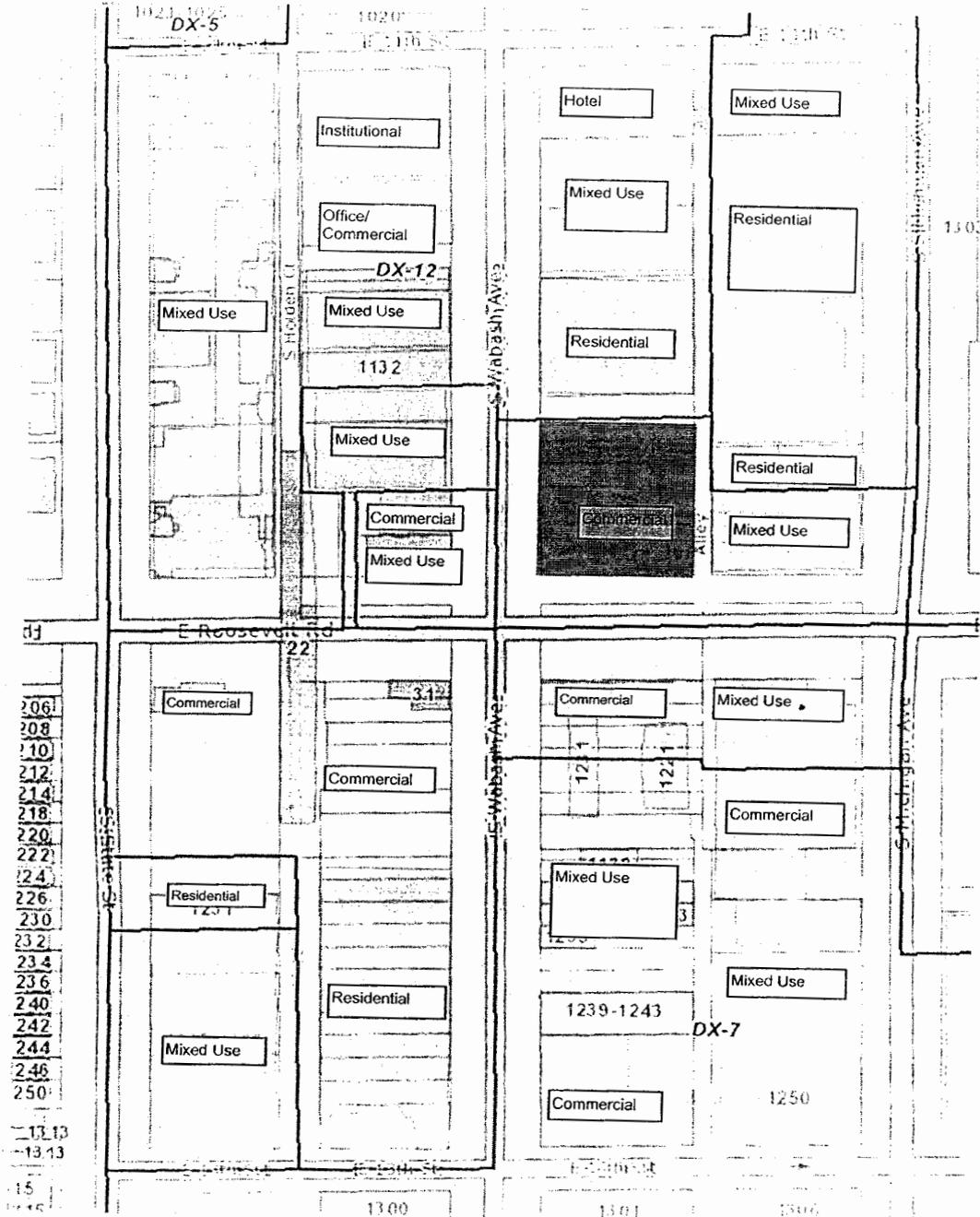
SURROUNDING ZONING MAP

 SUBJECT SITE

Applicant: Family Roots, LLC  
 Address: 1147 South Wabash Avenue  
 Introduced: July 20, 2022  
 Plan Commission: September 15, 2022

FINAL FOR PUBLICATION

Planned Development No. 815, As Amended



SURROUNDING LAND USE MAP

Applicant: Family Roots, LLC  
 Address: 1147 South Wabash Avenue  
 Introduced: July 20, 2022  
 Plan Commission: September 15, 2022

*Reclassification Of Area Shown On Map No. 2-1.*

(Application No. 21101T1)

(Common Address: 2654 W. Adams St.)

[O2022-2446]

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

SECTION 1. That Title 17 of the Municipal Code of Chicago (the "Chicago Zoning Ordinance") be amended by changing all the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 2-1 in the area bounded by:

the alley next north of and parallel to West Adams Street; a line 78 feet east of and parallel to South Washtenaw Avenue; West Adams Street; and a line 52 feet east 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 in force and effect from and after its passage and due publication.

[Code Matrix, Site Plan, Details and Notes; Floor Plans, Schedules and Notes;  
Floor Framing Plans, Schedules and Notes; Schematic Section, Details  
and Notes; and North, South, East and West Building Elevations  
attached to this ordinance printed on pages  
52235 through 52240 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

## Final for Publication

### 17-13-0303-C (1) Narrative Zoning Analysis

2654 West Adams Street, Chicago, Illinois

Proposed Zoning: RT-4 Residential Two-Flat, Townhouse and Multi-Unit District

Lot Area: 3,243.5 square feet

Proposed Land Use: The subject property consists of a single lot of record, which such lot is presently vacant and unimproved. The Applicant is seeking a *Zoning Map Amendment* in order to redevelop the site with a new two-story (with basement) single-family residence. \*[*Residential* uses (but-for *shelters*) are NOT permitted under the current *M1-2* zoning classification.] The new development, as designed and proposed, will offer off-street parking for two-vehicles, at the rear of the site. The new *residence* (building) will be masonry and siding in construction and will measure 25 feet-2 inches in height.

- (A) The Project's Floor Area Ratio: 1,700 square feet square feet (0.52 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 1 dwelling units (3,243.5 square feet per dwelling unit)
- (C) The amount of off-street parking: 2 vehicular spaces
- (D) Setbacks:
  - a. Front Setback: 15 foot-0 inches
  - b. Rear Setback: 62 feet-9 inches
  - c. Side Setbacks:
    - East: 2 feet-0 inches
    - West: 3 feet-0 inches
- (E) Building Height: 25 feet-2 inches (*underside-ceiling of 4<sup>th</sup> Floor*)











*Reclassification Of Area Shown On Map No. 4-H.*  
(Application No. 21099T1)  
(Common Address: 1836 W. 18<sup>th</sup> St.)

[O2022-2430]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-H in the area bounded by:

the public alley next north of and parallel to West 18<sup>th</sup> Street; a line 240.50 feet east of and parallel to South Wolcott Avenue; West 18<sup>th</sup> Street; and a line 216.50 feet west of and parallel to South Wolcott Avenue,

to those of a B2-3 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan; Proposed Third Floor Plan Number 1; Proposed North and South Building Elevations; and Existing East and West Building Elevations attached to this ordinance printed on pages 52242 through 52245 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

# Final for Publication

## PROJECT NARRATIVE AND PLANS

### TYPE 1 ZONING AMENDMENT

#### 1836 West 18<sup>th</sup> Street

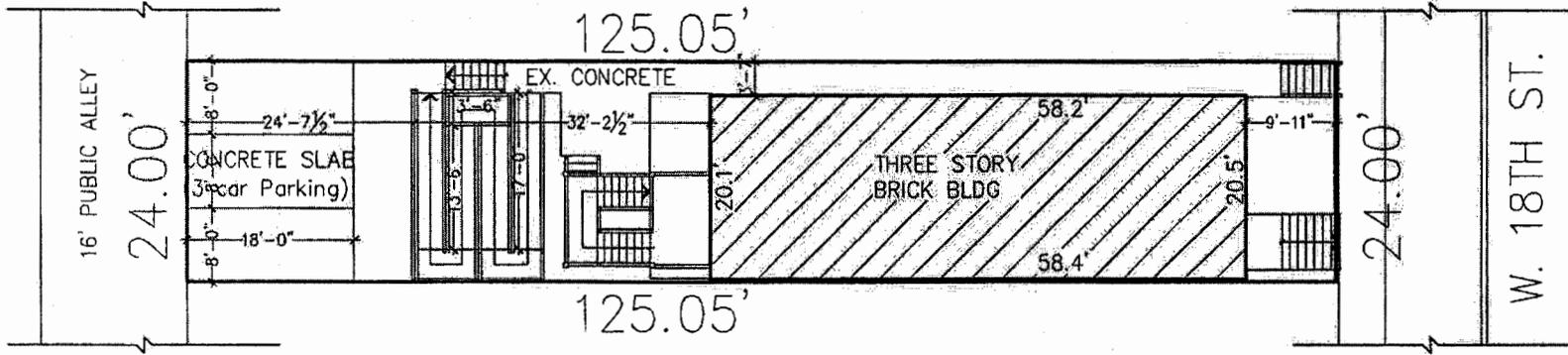
B3-2 Community Shopping District and Multi-Unit District to a B2-3 Neighborhood Mixed-Use District.

To comply with the bulk and density to add a new dwelling unit to an existing six dwelling unit residential building with a fourth floor addition to the existing 3 story building. The Applicant will add three parking spaces. There are zero parking spaces currently provided. The height of the building will be 37' 8". No commercial space will be provided.

	PROPOSED
Lot Area	3,001.2 SF
Density - MLA	429
Off Street Parking	3*
Rear Setback	56 feet (existing)
Side (West) Setback	0.3 feet (existing)
Side (East) Setback	3.2 feet (existing)
Front Setback	9.9 feet (existing)
FAR	1.60
Building Height	37 feet 8 inches

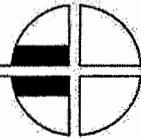
\*There are 0 off street parking spaces currently provided.

Final for Publication

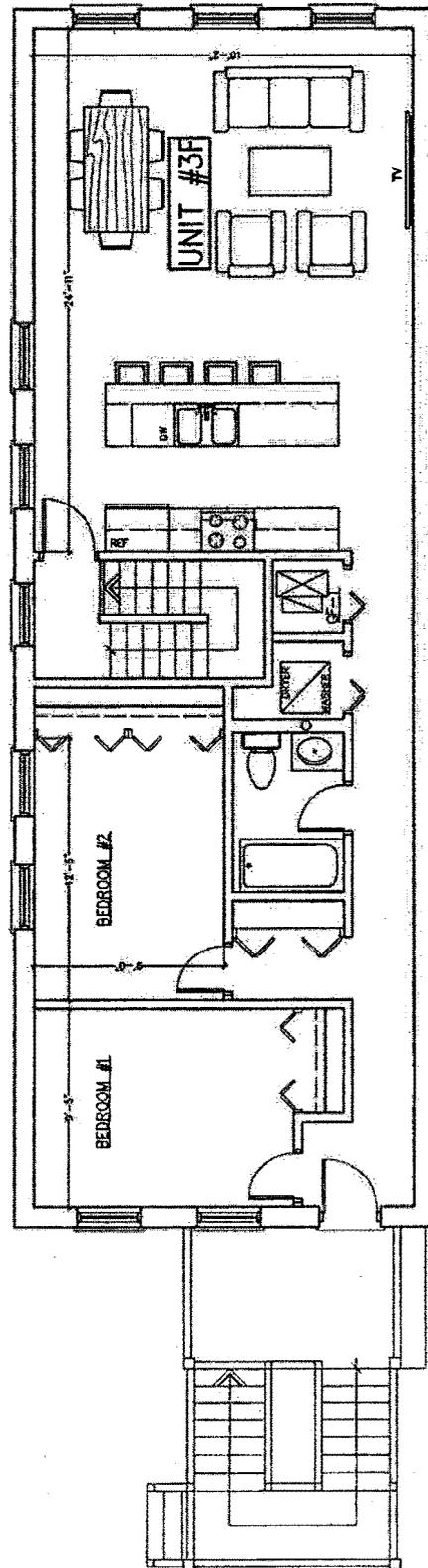


SITE PLAN

SCALE: 1" = 15'-0"

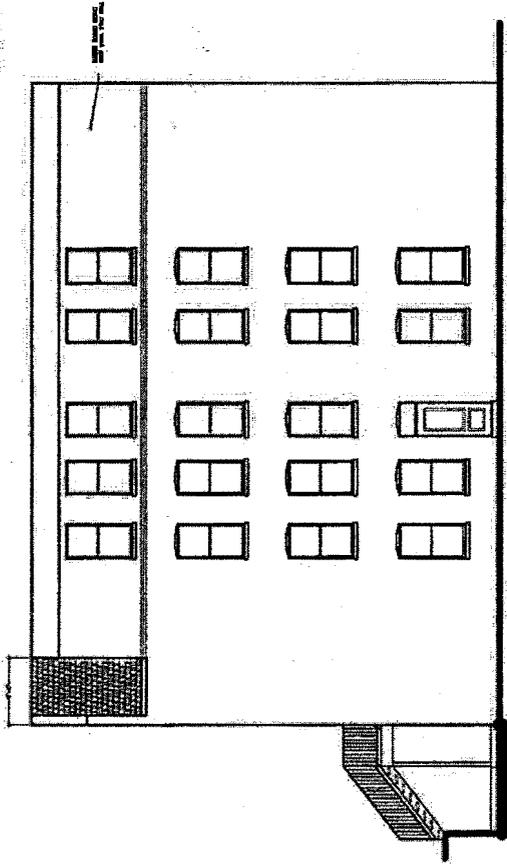


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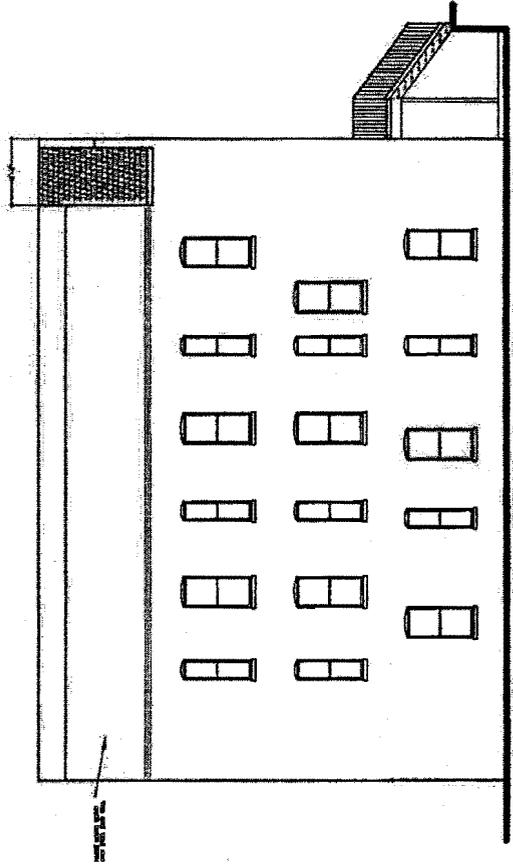


PROPOSED THIRD FLOOR PLAN #1  
SCALE 1/8" = 1'-0"

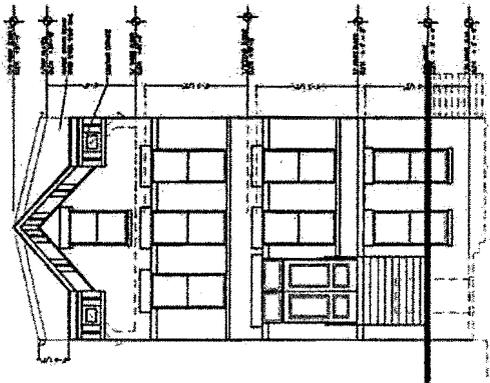
Final for Publication



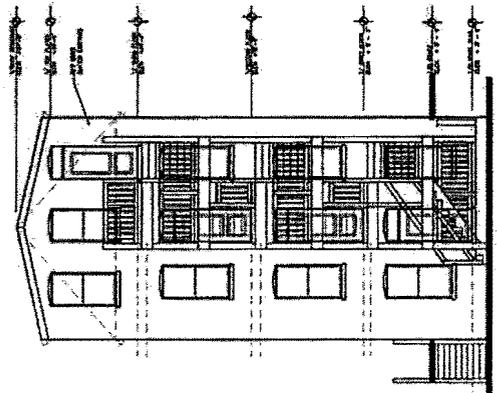
EXISTING EAST ELEVATION



EXISTING WEST ELEVATION



PROPOSED SOUTH ELEVATION



PROPOSED NORTH ELEVATION

*Reclassification Of Area Shown On Map No. 4-I.*  
(Application No. A-8760)  
(Common Address: 2116 -- 2118 S. Albany Ave.)

[O2022-1201]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 300 feet north of and parallel to the alley next north of and parallel to West Cermak Road; South Albany Avenue; a line 250 feet north of and parallel to the alley next north of and parallel to West Cermak Road; and the alley next west of and parallel to South Albany Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-I.*  
(Application No. A-8761)  
(Common Address: 2130 S. Albany Ave.)

[O2022-1202]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 150 feet north of and parallel to the alley next north of and parallel to West Cermak Road; South Albany Avenue; a line 125 feet north of and parallel to the alley next north of and parallel to West Cermak Road; and the alley next west of and parallel to South Albany Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-I.*  
(Application No. A-8754)  
(Common Address: 1219 S. Kedzie Ave.)

[O2022-1182]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-3 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 50 feet south of and parallel to the alley next south of and parallel to West Roosevelt Road; the alley next east of and parallel to South Kedzie Avenue; a line 75 feet south of and parallel to the alley next south of and parallel to West Roosevelt Road; and South Kedzie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-I.*  
(Application No. A-8755)  
(Common Address: 1243 S. Kedzie Ave.)

[O2022-1183]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-3 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 175 feet north of and parallel to West 13<sup>th</sup> Street; the alley next east of and parallel to South Kedzie Avenue; a line 150 feet north of and parallel to West 13<sup>th</sup> Street; and South Kedzie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-I.*

(Application No. A-8756)

(Common Address: 1251 S. Kedzie Ave.)

[O2022-1184]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-3 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 75 feet north of and parallel to West 13<sup>th</sup> Street; the alley next east of and parallel to South Kedzie Avenue; a line 50 feet north of and parallel to West 13<sup>th</sup> Street; and South Kedzie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-I.*

(Application No. A-8757)

(Common Address: 1255 S. Kedzie Ave.)

[O2022-1185]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-3 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 25 feet north of and parallel to West 13<sup>th</sup> Street; the alley next east of and parallel to South Kedzie Avenue; West 13<sup>th</sup> Street; and South Kedzie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-1.*

(Application No. A-8763)  
(Common Address: 1549 S. Kedzie Ave.)

[O2022-1189]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-1 in the area bounded by:

a line 75 feet south of and parallel to West 15<sup>th</sup> Place; the alley next east of and parallel to South Kedzie Avenue; a line 100 feet south of and parallel to West 15<sup>th</sup> Place; and South Kedzie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.



*Reclassification Of Area Shown On Map No. 4-1.*

(Application No. A-8767)  
(Common Address: 1933 -- 1935 S. Kedzie Ave.)

[O2022-1198]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-1 in the area bounded by:

South Kedzie Avenue; a line 321.74 feet south of and parallel to West 19<sup>th</sup> Street; the alley next east of and parallel to South Kedzie Avenue; and a line 371.74 feet south of and parallel to West 19<sup>th</sup> Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-I.*  
(Application No. A-8771)  
(Common Address: 1957 S. Kedzie Ave.)

[O2022-1200]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

South Kedzie Avenue; a line 48.74 feet north of and parallel to West 21<sup>st</sup> Street; the alley next east of and parallel to South Kedzie Avenue; and West 21<sup>st</sup> Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-I.*  
(Application No. A-8765)  
(Common Address: 1951 S. Troy St. And 2016 S. Albany Ave.)

[O2022-1203]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C1-2 Community Shopping District symbols and indications as shown on Map Number 4-I in the area bounded by:

a line 98.74 feet north of and parallel to West 21<sup>st</sup> Street, as measured from the east right-of-way line of the South Troy Street and West 21<sup>st</sup> Steet intersection; the alley next east of and parallel to South Troy Street; a line 61.5 feet north of and parallel to West 21<sup>st</sup> Street, as measured from the east right-of-way line of the South Albany Avenue and West 21<sup>st</sup> Steet intersection; South Albany Avenue; a line 24 feet north of and parallel to West 21<sup>st</sup> Street, as measured from the east right-of-way line of the South Albany Avenue and West 21<sup>st</sup> Steet intersection; the alley next east of and parallel to South Troy Street; a line 48.74 feet north of and parallel to West 21<sup>st</sup> Street; and South Troy Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-J.*  
(Application No. A-8762)  
(Common Address: 1530 S. Kedzie Ave.)

[O2022-1188]

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

SECTION 1. That The Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

a line 150 feet south of and parallel to West 15<sup>th</sup> Street; South Kedzie Avenue; a line 175 feet south of and parallel to West 15<sup>th</sup> Street; and the alley next west of and parallel to South Kedzie Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-J.*  
(Application No. A-8769)  
(Common Address: 1875 S. Kedzie Ave. And 3150 W. 19<sup>th</sup> St.)

[O2022-1194]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

South Kedzie Avenue; a line 50 feet north of and parallel to West 19<sup>th</sup> Street; the alley next east of and parallel to South Kedzie Avenue; West 19<sup>th</sup> Street; a line 88 feet east of and parallel to South Kedzie Avenue; and a line 22.85 feet north of and parallel to West 19<sup>th</sup> Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-J.*  
(Application No. A-8768)  
(Common Address: 1902 S. Kedzie Ave.)

[O2022-1196]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

the alley next west of and parallel to South Kedzie Avenue; West 19<sup>th</sup> Street; South Kedzie Avenue; and a line 50 feet south of and parallel to West 19<sup>th</sup> Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-J.*  
(Application No. A-8770)  
(Common Address: 1908 S. Kedzie Ave.)

[O2022-1187]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

the alley next west of and parallel to South Kedzie Avenue; a line 75 feet south of and parallel to West 19<sup>th</sup> Street; South Kedzie Avenue; and a line 100 feet south of and parallel to West 19<sup>th</sup> Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 4-J.*

(Application No. A-8766)

(Common Address: 1950 S. Kedzie Ave.)

[O2022-1199]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

the alley next west of and parallel to South Kedzie Avenue; a line 125 feet north of and parallel to West 21<sup>st</sup> Street; South Kedzie Avenue; and a line 100 feet north of and parallel to West 21<sup>st</sup> Street,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

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*Reclassification Of Area Shown On Map No. 4-J.*

(Application No. A-8758)

(Common Address: 1601 S. Sawyer Ave.)

[O2022-1191]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the B3-2 Community Shopping District symbols and indications as shown on Map Number 4-J in the area bounded by:

West 16<sup>th</sup> Street; the alley next east of and parallel to South Sawyer Avenue; a line 50 feet south of and parallel to West 16<sup>th</sup> Street; and South Sawyer Avenue,

to those of a B2-1 Neighborhood Mixed-Use District.

SECTION 2. This ordinance shall be effective after its passage and publication.

*Reclassification Of Area Shown On Map No. 5-G.*  
(As Amended)  
(Application No. 20814)  
(Common Address: 2258 -- 2274 N. Clybourn Ave.)

[SO2021-3929]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the Institutional-Business Planned Development Number 1189 and M1-2 Limited Manufacturing/ Business Park District symbols and indications as shown on Map Number 5-G in the area bounded by:

beginning at a point 100 feet southwest of and parallel to North Clybourn Avenue; a line 230.22 feet southeast of the intersection of North Ashland Avenue and North Clybourn Avenue, as measured along the westerly right-of-way line of North Clybourn Avenue and perpendicular thereto; North Clybourn Avenue; a line 280.22 feet southeast of the intersection of North Ashland Avenue and North Clybourn Avenue, as measured along the westerly right-of-way line of North Clybourn Avenue and perpendicular thereto; a line 100 feet southwest of and parallel to North Clybourn Avenue; a line 380.22 feet southeast of the intersection of North Ashland Avenue and North Clybourn Avenue, as measured along the westerly right-of-way of North Clybourn Avenue and perpendicular thereto; North Clybourn Avenue; a line 702.71 feet southeast of the intersection of North Ashland Avenue and North Clybourn Avenue, as measured along the westerly right-of-way line of North Clybourn Avenue and perpendicular thereto; a line 138.11 feet southwest of and parallel to North Clybourn Avenue; the alley next north of West Webster Avenue; the easterly right-of-way line of North Dominick Street; a line 453.6 feet north and northwest of West Webster Avenue, as measured along the easterly right-of-way line of North Dominick Street and perpendicular thereto; a line from a point 216 feet north of West Webster Avenue and 152 feet east of North Ashland Avenue, to a point 284 feet north of West Webster Avenue and 50 feet east of North Ashland Avenue (said curved line being concave and running to the northwest having an arc length of 120.76 feet and a radius of 478.34 feet); a line from a point 284 feet north of West Webster Avenue and 50 feet east of North Ashland Avenue, to a point 303 feet north of West Webster Avenue and 53 feet east of North Ashland Avenue; a line from a point 303 feet north of West Webster Avenue and 53 feet east of North Ashland Avenue, to a point 316 feet north of West Webster Avenue and 11 feet east of North Ashland Avenue; a line from a point 316 feet north of West Webster Avenue and 11 feet east of North Ashland Avenue, to a point 412.56 feet south of the intersection of North Clybourn Avenue and North Ashland Avenue, as measured along the east bridge line of North Ashland Avenue and the east right-of-way line of North Ashland Avenue; and the centerline of North Ashland Avenue,

to those of a C2-2 Motor Vehicle-Related Commercial District and a corresponding use district which is hereby established in the area described above.

SECTION 2. That Title 17 of the Municipal Code, the Chicago Zoning Ordinance, be amended by changing all the C2-2 Motor Vehicle-Related Commercial District symbols and indications within the area hereinabove described to the designation of Institutional-Business Planned Development Number 1189, as amended, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development attached and made a part thereto and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Institutional-Business Planned Development No. 1189, As Amended.*

*Planned Development Statements.*

1. The area delineated herein as Institutional-Business Planned Development Number 1189, as amended (the "Planned Development"), consists of approximately 178,313 square feet (4.093 acres) of property (net site area), which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property") and is owned and controlled by the Applicant -- The Salvation Army.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals, or permits are required to be obtained by the Applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns, or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, if applicable, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement, if applicable, must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way, as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of these eighteen (18) Statements; a Bulk Regulations and Data Table; a Plat of Survey; an Existing Zoning Map; a Vicinity Map; a Planned Development Boundary and Property Line Map; Layout (Site) Plan; and a Landscape Plan and Details, prepared, in relevant part, by V3 Companies Ltd., and dated July 21, 2022, submitted herein. Full-sized copies of the Plat of Survey; Planned Development Boundary and Property Line Map; Layout (Site) Plan; Vicinity and Location Map; Demolition Plan; Grading, Erosion Control and Utility Plan; Landscape Plan and Details, are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development controls.
5. The following uses are permitted in the area delineated herein as Institutional-Business Planned Development Number 1189, as amended: retail sales (ARC Family Store); food and beverage retail sales; restaurant (limited or general); office; group living and medical service (adult rehabilitation center) with accessory uses; public and civic uses -- religious assembly, community service, motor vehicle repair shop (not including body work or painting); and accessory and non-accessory off-street parking and loading. The following uses shall be prohibited: hospital, postal service, animal shelter, body art services, urban farm, entertainment and spectator sports, financial services, undertaking, personal services, sports and recreational, and industrial uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. Off-street parking and loading facilities shall be provided in compliance with this Planned Development subject to the review of the Department of Transportation and the approval of the Department of Planning and Development.

The Applicant shall restrict semi-tractor trailer vehicle traffic accessing the subject site to the three (3) access driveways along North Clybourn Avenue. Egress by the semi-tractor trailer vehicles shall be restricted to the alleyway located southwest of and parallel to North Clybourn Avenue. Semi-tractor trailer vehicles shall be prohibited from accessing the subject site from North Dominick Street, with the limited exception of occasional large-scale machinery deliveries and during construction of any improvements anticipated herein. The use of the curb cut on North Dominick Street shall be limited to employees, retail customers and donors, and The Salvation Army box trucks only.

8. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building or any appurtenance attached shall not exceed the height established in the Bulk Regulations and Data Table and also shall be subject to height limitations, if any, established by the Federal Aviation Administration.
9. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Chicago Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 178,313 square feet and a base FAR of 2.2.
10. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
11. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
12. The Applicant acknowledges the importance of the Chicago River as a resource for both commerce and recreation and also acknowledges the City's goals of improving the appearance, quality, and accessibility of the river, as contained in the Waterway Planned Development Guidelines contain in the Chicago Zoning Ordinance (Section 17-8-0912) and the Chicago River Design Guidelines. To further these goals, the Applicant agrees to: (a) provide landscaped screening along the river frontage as indicated on the original Layout (Site) Plan, Public and Common Open Space Plan and Landscape Plan from the creation of this Planned Development; and (b) not impede the development of a continuous riverside trail at which time the riverside trail is developed. All improvements within the river setback must be substantially completed prior to receipt of final occupancy certificate for the principal building (ARC Family Store), provided that planting may be delayed, if consistent with good landscape practice, but not longer than one year following receipt of the occupancy certificate.
13. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management, and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.

14. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
15. The Applicant acknowledges that it is in the public interest to design, construct, and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
16. The Applicant acknowledges that it is in the public interest to design, construct, renovate, and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance. The proposed commercial-retail building (ARC Family Store) shall provide a vegetated ("green") roof totaling a minimum of 50 percent of the net roof area or 15,552 square feet and obtain a LEED's certification.
17. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of: (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of

certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

18. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to Institutional-Business Planned Development Number 1189 (dated February 15, 2012).

[Zoning and Land-Use Map; Boundary and Property Line Map; Layout Plan; Landscape Plan; and Final Engineering Plans referred to in these Plan of Development Statements printed on pages 52262 through 52266 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Institutional-Business Planned Development No. 1189, As Amended.*

*Bulk Regulations And Data Table.*

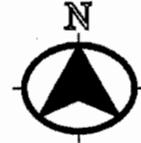
Gross Site Area:	213,244 square feet (4.895 acres)
Area in Public Right-of-Way:	34,931 square feet (0.802 acre)
Net Site Area:	178,313 square feet (4.093 acres)

Permitted Floor Area Ratio:	2.2 (maximum)
Permitted Uses:	Planned Development Statement Number 5
Maximum Retail/Commercial Area:	36,000 square feet
Maximum Number of Transitional Residence Beds/Rooms (allowed):	150 beds/30 rooms
Minimum Off-Street Vehicular Parking Spaces:	160 spaces [145 spaces (existing) + 15 spaces (added)]
Minimum Off-Street Loading Spaces:	
The Salvation Army Store:	1 at 10 feet by 25 feet; and 1 at 10 feet by 50 feet
Maintenance Facility:	In substantial compliance with the original Site Plan from initial approval of P.D. Number 1189
Setbacks from Property Line:	In substantial compliance with the attached Layout Plan, as well as the original Site Plan (P.D. Number 1189, dated February 15, 2012)
Maximum Percentage of Site Coverage:	In substantial compliance with the original Site Plan (P.D. Number 1189, dated February 15, 2012)
Maximum Building Height:	In substantial compliance with the original Site Plan (P.D. Number 1189, dated February 15, 2012)



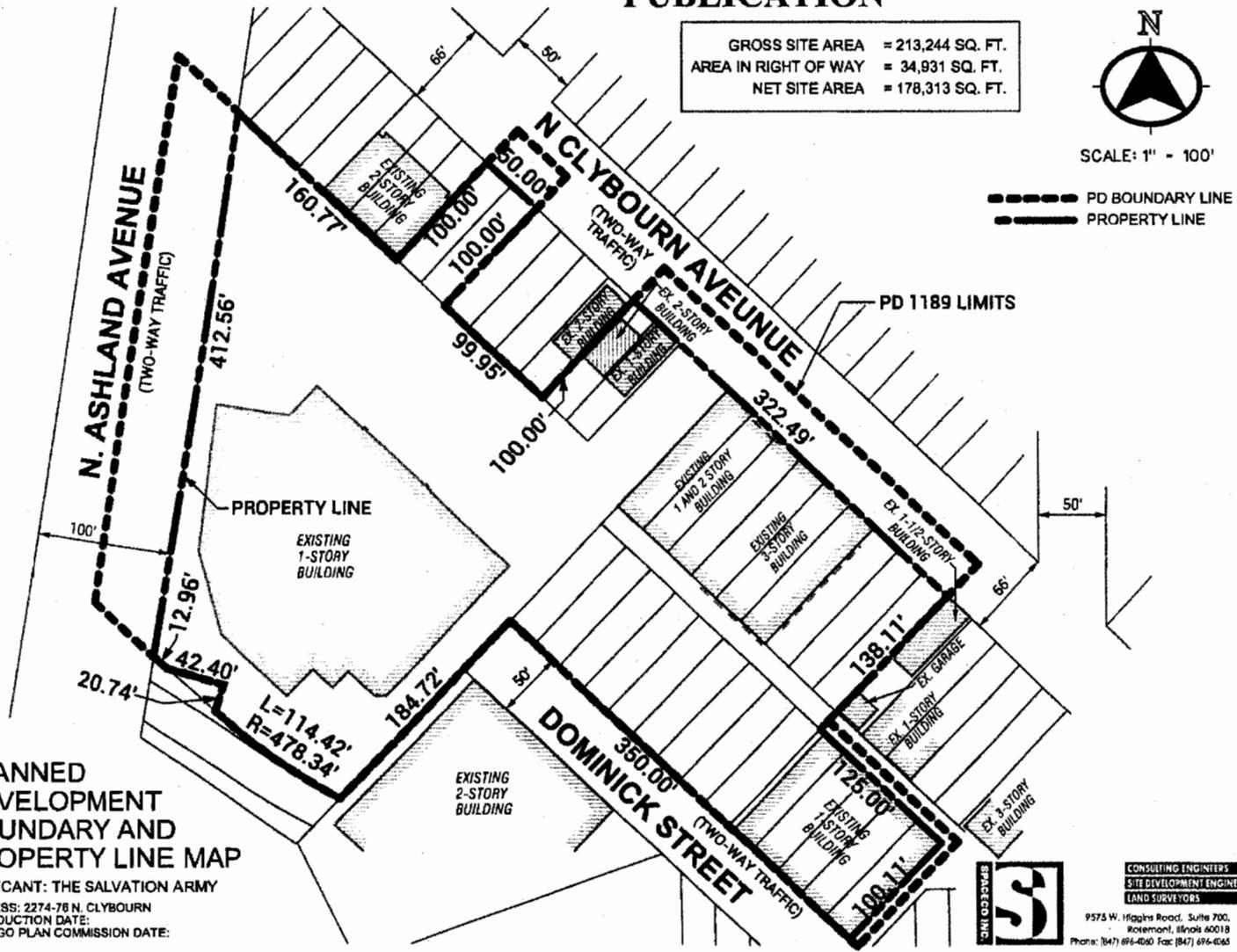
# FINAL FOR PUBLICATION

GROSS SITE AREA = 213,244 SQ. FT.  
 AREA IN RIGHT OF WAY = 34,931 SQ. FT.  
 NET SITE AREA = 178,313 SQ. FT.



SCALE: 1" = 100'

----- PD BOUNDARY LINE  
 \_\_\_\_\_ PROPERTY LINE



## PLANNED DEVELOPMENT BOUNDARY AND PROPERTY LINE MAP

APPLICANT: THE SALVATION ARMY

ADDRESS: 2274-78 N. CLYBOURN  
 INTRODUCTION DATE:  
 CHICAGO PLAN COMMISSION DATE:



CONSULTING ENGINEERS  
 SITE DEVELOPMENT ENGINEERS  
 LAND SURVEYORS

9575 W. 116th Road, Suite 700,  
 Rosemont, Illinois 60018  
 Phone: (847) 696-6060 Fax: (847) 696-6065







*Reclassification Of Area Shown On Map No. 6-J.*  
(Application No. 21102)  
(Common Address: 3801 W. 26<sup>th</sup> St.)

[O2022-2449]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current B3-2 Community Shopping District symbols and indications as shown on Map Number 6-J in the area bounded by:

West 26<sup>th</sup> Street; South Hamlin Avenue; the public alley next south of and parallel to West 26<sup>th</sup> Street; and a line 53.50 feet west of South Hamlin Avenue, as measured along the south line of West 26<sup>th</sup> Street,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 6-K.*  
(Application No. A-8755)  
(Common Address: 2 -- 18 E. Erie St., 1 -- 7 W. Huron St.,  
670 -- 678 N. State St. And 659 -- 679 N. State St.)

[O2022-1625]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing the boundaries of the Planned Development Number 735 District symbols and indications as shown on Map Number 6-K in the area described as follows:

a line 118.11 feet north of and parallel to East Erie Street; a line 150.43 feet east of and parallel to North State Street; a line 109.14 feet north of and parallel to East Erie Street; a line 180.44 feet east of and parallel to North State Street; East Erie Street; North State Street; the public alley south of and parallel to West Huron Street; a line 87.33 feet west of and parallel to North State Street; West Huron Street; and North State Street,

to those of Planned Development Number 735, as amended, and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development No. 735.*

*Plan Of Development Statements.*

1. The area delineated herein as a Residential-Business Planned Development consists of approximately twenty-nine thousand nine hundred thirty-six (29,936) square feet (zero and sixty-eight hundredths (0.68) acre) and is owned or controlled by the applicant, Chicago and Northeast Illinois District Council of Carpenters.
2. All applicable official reviews, approvals or permits are required to be obtained by the applicant or its successors, assignees, or grantees. Any dedication or vacation of streets or alleys, or easements, or adjustments of right-of-way, or consolidation, or resubdivision of parcels, shall require a separate submittal on behalf of the applicant or its successors, assignees, or grantees and approval by the City Council.
3. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the applicant, its successors and assigns and, if different than the applicant, the legal titleholder, and any ground lessors. All rights granted hereunder to the applicant shall inure to the benefit of the applicant's successors and assigns and if different than the applicant, then to the owners of record title to all of the property and any ground lessors. Furthermore, pursuant to the requirements of Section 11.11-1 of the Chicago Zoning Ordinance, the property, at the time any applications for amendments, modifications or changes (administrative, legislative, or otherwise) to this Planned Development are made shall be under single ownership or under single designated control. Single designated control for purposes of this paragraph shall mean that any application to the City for any amendment to this Planned Development or any modification or change thereto (administrative, legislative, or otherwise) shall be made or authorized by all the owners of the property and any ground lessors. An agreement among property owners, the board of directors or any property owner's association, or a covenant binding property owners, may designate the authorized party for any future amendment, modification or change.

4. This plan of development consists of these fifteen (15) Statements; a Bulk Regulations and Data Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary and Property Line Map; a Site/Landscaping Plan and Building Elevations dated January 6, 2000, prepared by Graham Anderson Probst and White -- the bulk table and listed exhibits remain unchanged and are published on pages 26048 -- 26061 of the *Journal of the Proceedings of the City Council of the City of Chicago* as published on February 16, 2000. Full-size sets of the Site/Landscape Plan and Building Elevations are on file with the Department of Planning and Development. The Planned Development is applicable to the area delineated hereto and these and no other zoning controls shall apply.
5. The following uses shall be permitted within the area delineated herein as "Residential-Business Planned Development": all uses permitted in the B7-6 General Central Business District accessory parking; however, hotel use shall not be permitted within this planned development. (Please note the B7-6 zoning designation in this area has been converted to DX-12 pursuant to Section 17-1-1406-B of the Chicago Zoning Ordinance).
6. Business Identification signs shall be permitted within the Planned Development subject to the review and approval of the Department of Planning and Development. Temporary signs, such as construction and marketing signs shall be permitted, subject to the review and approval of the Department of Planning and Development.
7. Any service drives or other ingress or egress shall be adequately designed and paved in accordance with the regulations of the Department of Transportation in effect at the time of construction and in compliance with the Municipal Code of the City of Chicago, to provide ingress and egress for motor vehicles, including emergency vehicles. There shall be no parking within such emergency areas. Ingress and egress shall be subject to the review and approval of the Department of Transportation, Bureau of Traffic and the Department of Planning and Development. Closure of all or part of any public streets or alleys during demolition or construction shall be subject to the review and approval of the Chicago Department of Transportation.
8. In addition to the maximum height of the building and any appurtenance thereto prescribed in this Planned Development, the height of any improvement shall also be subject to height limitations approved by the Federal Aviation Administration.
9. For purposes of floor area ratio (FAR) calculations, the definitions in the Chicago Zoning Ordinance shall apply.
10. The improvements on the property shall be designed, installed, and maintained in substantial conformance with the Site/Landscape Plan and Building Elevations and in accordance with the parkway tree provisions of the Chicago Zoning Ordinance and corresponding regulations and guidelines. Planter boxes shall be located within the

balconies of the dwelling units. Further, in the event that construction of the improvements contemplated for Parcel B of this Planned Development are not commenced within one (1) year from adoption of this ordinance, the existing parking lot shall be attractively landscaped and fenced in accordance with the Chicago Landscape Ordinance.

11. Prior to the issuance by the Department of Planning and Development of a determination pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance ("Part II approval") for development or redevelopment of any property included on Parcel B of this Planned Development, a site plan for, and elevations of, the proposed development ("Site Plan and Elevations"), shall be submitted to the Commissioner of Planning and Development ("Commissioner") for approval. Review and approval of the Site Plan and Elevations by the Commissioner is intended to assure that specific development proposals on Parcel B conform with this Planned Development. In particular, the development on Parcel B shall have no curb cut on State Street and a minimum of one (1) parking space per residential unit. The facades, including any parking areas, shall be clad predominantly in brick, stone, or synthetic stone. Any parking area window openings adjacent to the public street shall be glazed. The lobby space shall front State Street. Further, all Part II submittals shall be in compliance with the Chicago Landscape Ordinance and the streetscape provisions of this Planned Development. Following approval of a Site Plan and Elevations by the Commissioner, the approved plan shall be kept on a permanent file with the Department of Planning and Development and shall be deemed to be an integral part of this Planned Development. After approval of a Site Plan and Elevations by the Commissioner, the approved Site Plan and Elevations may be changed or modified pursuant to the provisions of Statement 12.

In the event of an inconsistency between the approved Site Plan and Elevations and the terms of the Statements and Bulk Regulations and Data Table of this Planned Development in effect at the time of approval of such Site Plan and Elevations or modifications thereto, the terms of the Statements and Bulk Regulations and Data Table of the Planned Development shall govern.

A Site Plan shall, at a minimum, provide the following information with respect to the proposed improvements:

- (1) the boundaries of the property;
- (2) the footprint of the improvements;
- (3) preliminary landscaping plan, with the final landscaping plan to be approved at Part II stage; and
- (4) pedestrian circulation routes.

A Site Plan and Building Elevations shall include such other information as may be necessary to illustrate conformance with the applicable provisions of this Planned Development. Factors to be considered by the Commissioner in determining conformance of the Site Plan and Building Elevations to the provisions of this Planned Development are limited to the following guidelines:

- (a) the distribution of bulk, density patterns, and intensity of use avoids undue concentration in any portion of the subject property which would adversely affect adjoining areas;
  - (b) ingress and egress patterns affords ample access for fire department and other emergency and delivery vehicles, facilitates the safe and efficient circulation of pedestrians and vehicles, and minimizes the conflicts with existing traffic patterns in the vicinity;
  - (c) complies with the landscaping requirements of the Planned Development; and
  - (d) the architectural character of a proposed structure and is compatible with other buildings in the Planned Development and in the immediate vicinity.
12. The terms, conditions and exhibits of this Planned Development ordinance may be modified administratively by the Commissioner of the Department of Planning and Development upon the application for such a modification by the applicant and after a determination by the Commissioner of the Department of Planning and Development that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated in this Planned Development and the purposes underlying the provisions hereof. Any such modification of the requirements of this statement by the Commissioner of the Department of Planning and Development shall be deemed to be a minor change in the Planned Development as contemplated by Section 11.11-3(c) of the Chicago Zoning Ordinance.
13. The applicant acknowledges that it is in the public interest to design, construct, and maintain all buildings in a manner which promotes and maximizes the conservation of energy resources. The applicant shall use best and reasonable efforts to design, construct, and maintain all buildings located within this Planned Development in an energy efficient manner, generally consistent with the most current energy efficiency standards published by the American Society of Heating, Refrigerating and Air Conditioning Engineers ("ASHRAE") and the Illuminating Engineering Society ("IES"). Copies of these standards may be obtained from the Department of Planning and Development.
14. The applicant acknowledges that it is in the public interest to design, construct, and maintain the project in a manner which promotes, enables, and maximizes universal access throughout the property. Plans for all buildings and improvements on the property shall be reviewed and approved by the Mayor's Office for People with

Disabilities (MOPD) to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility. No approvals shall be granted pursuant to Section 11.11-3(b) of the Chicago Zoning Ordinance until the director of MOPD has approved detailed construction drawings for each building or improvement.

15. This amended Planned Development ordinance shall take effect upon passage and publication in the City Council *Journal*, work has already been completed in Subarea A as delineated and approved as part of the Planned Development ordinance published on pages 26042 -- 26061 of the *Journal of the Proceedings of the City Council of the City of Chicago* as published on February 16, 2000.

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*Reclassification Of Area Shown On Map No. 7-L.*  
(Application No. 21096T1)  
(Common Address: 3100 N. Leclair Ave.)

[O2022-2416]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the RS3 Residential Single-Unit (Detached House) District symbols as shown on Map Number 7-L in the area bounded by:

the alley next north of and parallel to West Barry Avenue; North Leclair Avenue; West Barry Avenue; and a line 31.0 feet west of and parallel to North Leclair Avenue,

to those of an RM5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

[Existing Site Plan; Existing and Proposed Basement, 1<sup>st</sup> and 2<sup>nd</sup> Floor Plans; and Proposed Left, Right, Front and Rear Building Elevations attached to this ordinance printed on pages 52273 through 52277 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

Final for Publication

Narrative and Plans  
For a Type 1 Zoning Amendment  
At 3100 North Leclaire  
From RS-3 to RM-5

Project Description: The subject property is improved (with an old residential building with two dwelling units in the lower level for a total of 6 DU.

The applicant needs a zoning change from an RS-3 to an RM-5 district in order to meet the density requirements of the RM-5 district to decrease the minimum lot area per dwelling unit requirement to allow the applicant to retain the 2 units in the lower level for a total of 6 DU, to legalize and convert from a 4 D U to a 6 D U residential building.

- A. Proposed land use: 6 dwelling units/ lot size: 3882.44 sq. ft.
- B. The project's floor area ratio: FAR = 1.67
- C. The project's density – lot are per dwelling unit = 647 square feet.
- D. The amount of off-street parking: 2 car garage existing.\*
- E. Setbacks - Existing:
  - a. Front: 15.11'
  - b. Rear: 23.94'
  - c. East: 0.84'
  - d. West: 4.06'
- F. Building height: 22'-8" existing.

\*If applicable applicant will seek relief to reduce the required 2 additional parking spaces to legalize the 2 additional dwelling units with no additional parking.

# Final for Publication

## ADDRESS BUILDING VIOLATIONS: ALTERATIONS TO BASEMENT IN EXISTING MULTI UNIT BRICK BUILDING, EXISTING R5 OCCUPANCY, NO CHANGE IN OCCUPANCY/ USE 3100 N. LECLAIRE AVE. CHICAGO, IL. 60641

**GENERAL NOTES**

DO NOT SCALE THE DRAWING

**EXISTING CONDITIONS**

ALL EXISTING CONDITIONS SHOWN ON THIS DRAWING ARE AS NOTED ON THE FIELD SURVEY AND AS SHOWN ON THE EXISTING RECORD DRAWINGS. THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO COMMENCEMENT OF WORK.

**PERMITS**

ALL PERMITS SHALL BE OBTAINED PRIOR TO COMMENCEMENT OF WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO AND THE DEPARTMENT OF PUBLIC WORKS.

**PROTECTION OF EXISTING UTILITIES**

ALL EXISTING UTILITIES SHALL BE PROTECTED AND MAINTAINED THROUGHOUT THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND MARKING ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK.

**FOUNDATION**

ALL FOUNDATION WORK SHALL BE CONFORMED TO THE REQUIREMENTS OF THE CHICAGO BUILDING CODE AND THE ILLINOIS FOUNDATION CODE.

**CONCRETE**

ALL CONCRETE SHALL BE PLACED AND FINISHED IN ACCORDANCE WITH THE CHICAGO BUILDING CODE AND THE ILLINOIS CONCRETE CODE.

**FINISHES**

ALL FINISHES SHALL BE IN ACCORDANCE WITH THE CHICAGO BUILDING CODE AND THE ILLINOIS FINISHES CODE.

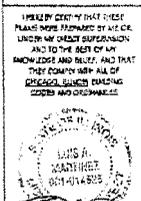
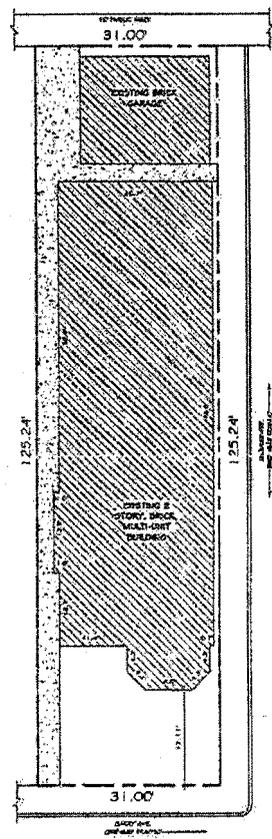
**GENERAL CONTRACTOR**

THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.

STRUCTURAL LOADS		CONCRETE ANALYSIS	
DEAD	10 LB/SQ FT	STRENGTH	FC-3
LIVE	20 LB/SQ FT	STRENGTH	FC-3
WIND	15 LB/SQ FT	STRENGTH	FC-3
SEISMIC	10 LB/SQ FT	STRENGTH	FC-3
IMPACT	10 LB/SQ FT	STRENGTH	FC-3
TEMPERATURE	10 LB/SQ FT	STRENGTH	FC-3
SHRINKAGE	10 LB/SQ FT	STRENGTH	FC-3
SWELLING	10 LB/SQ FT	STRENGTH	FC-3
CRACKING	10 LB/SQ FT	STRENGTH	FC-3
REINFORCING	10 LB/SQ FT	STRENGTH	FC-3
ANCHORING	10 LB/SQ FT	STRENGTH	FC-3
FASTENING	10 LB/SQ FT	STRENGTH	FC-3
WELDING	10 LB/SQ FT	STRENGTH	FC-3
CASTING	10 LB/SQ FT	STRENGTH	FC-3
FINISHES	10 LB/SQ FT	STRENGTH	FC-3
MECHANICAL	10 LB/SQ FT	STRENGTH	FC-3
ELECTRICAL	10 LB/SQ FT	STRENGTH	FC-3
PLUMBING	10 LB/SQ FT	STRENGTH	FC-3
HEATING	10 LB/SQ FT	STRENGTH	FC-3
Cooling	10 LB/SQ FT	STRENGTH	FC-3
Other	10 LB/SQ FT	STRENGTH	FC-3

VIOLATION #	BUILDING CODE CITATION	VIOLATION DETAILS	ADDRESSED IN
NO10004	Failed to repair or replace defective or missing members of partition system. (13-196-076, 13-196-041)	Repair 2-story wood joist floor deck, underslab steel joists, open 1 1/2 feet. Basement to 1st and 1st to 2nd floor. Shoppers upper stairs, the wood quality fastened with nails, only added floor joists - only 33 inches high. All changes only related to columns and joists. Plans and permits removed for next project.	A110 A120 A140
NO2011	Performed or allowed work to be performed without submitting plans prepared, signed and sealed by a licensed architect or registered structural engineer for approval and without obtaining a permit to perform the work. (13-3-012, 13-32-040, 13-40-020, 13-18-035)	Basement stairs and permit for all related work to adjacent alterations to basement or restore building to its original state. Subject to final inspection and approval by all relevant trades.	A110 A120 B100 M100 P100
NO2071	Performed work performed without permit and without obtaining a permit to perform the work. (13-32-130, 13-32-290)	Remove all partitions and beams (including painting and alterations) installed in the basement without a permit.	A110 A180

SHEET PRICE	
Sheet	Price
1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
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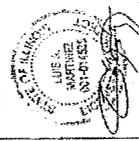
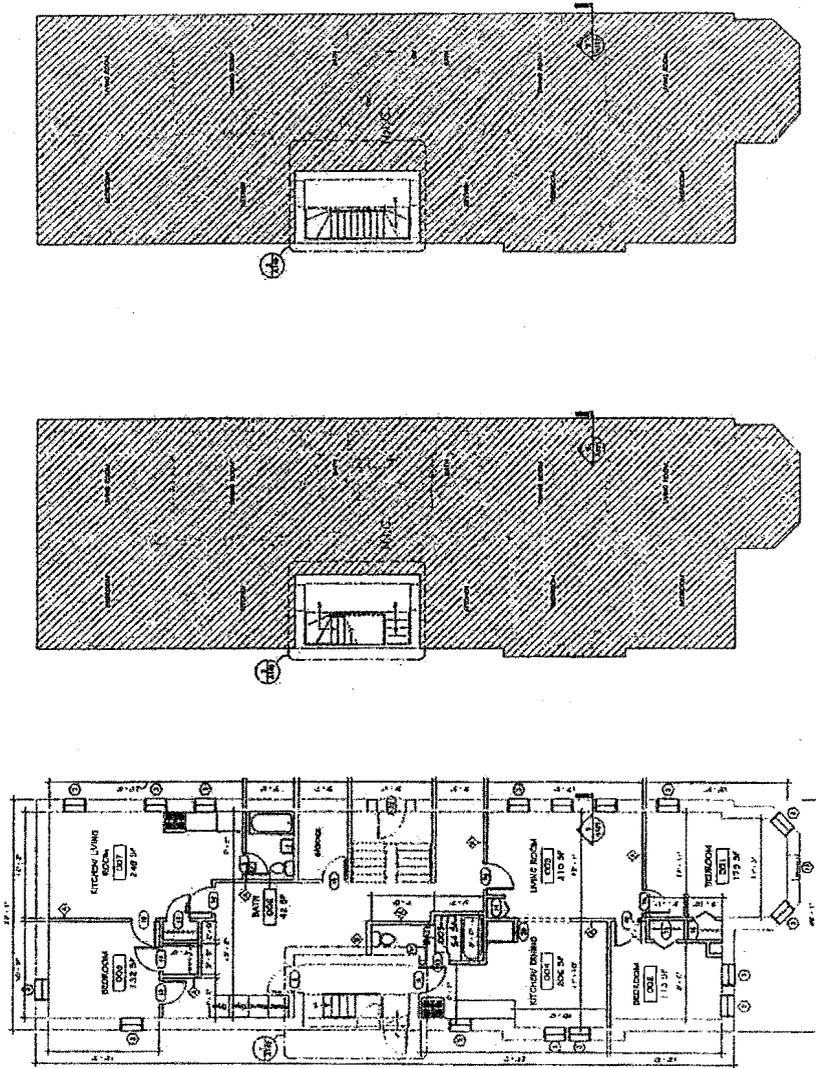
DATE	1/18/2022
SCALE	AS SHOWN
PROJECT	ALTERATIONS TO BASEMENT IN EXISTING MULTI-UNIT
PROJECT ADDRESS	3100 N. LECLAIRE AVE CHICAGO, IL.
DRAWING TITLE	TITLE SHEET
PROJECT #	3100-21
ISSUE DATE	09/21/22
DRAWN BY	DS
CHECKED BY	WJ
SCALE	A100

Building Site Plan 1/8" = 1'-0"





Final for Publication

<p><b>CHALLENGE</b></p> <p>DATE: _____</p> <p>BY: _____</p> <p>REASON: _____</p>	<p><b>DATE</b></p> <p>ISSUED: _____</p> <p>REVISION: _____</p>	<p><b>JOB TITLE</b></p> <p>ALTERATIONS TO BASEMENT IN EXISTING MULTI-UNIT</p>	<p><b>PROJECT ADDRESS</b></p> <p>3100 N. LECLARE AVE. CHICAGO, IL.</p>	<p><b>PROPOSED PLANIS</b></p>	<p><b>PROJECT #</b></p> <p>2022-0001</p> <p><b>DATE FILED</b></p> <p>09/21/2022</p> <p><b>EXAMINER</b></p> <p>CC</p> <p><b>PREPARED BY</b></p> <p>UPT</p> <p><b>SHEET</b></p> <p>A120</p>
<p>THESE CHANGES WERE MADE TO THE ORIGINAL PLAN AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL APPLICABLE ORDINANCES AND REGULATIONS.</p> <p style="text-align: center;">  </p>					
					
<p>① Proposed Basement Level</p> <p>② Proposed 1st Floor Level</p> <p>③ Proposed 2nd Floor Level</p>					
<p>GRAPHIC SCALE</p> <p>0' 1" 2" 3" 4" 5" 6" 7" 8" 9" 10'</p>					



*Reclassification Of Area Shown On Map No. 9-G.*  
(As Amended)  
(Application No. 21066T1)  
(Common Address: 3355 N. Southport Ave.)

[SO2022-1977]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 9-G in the area bounded by:

a line 48 feet south of and parallel to West Roscoe Street; the alley next east of and parallel to North Southport Avenue; a line 72.67 feet south of and parallel to West Roscoe Street; and North Southport Avenue,

to those of a B3-3 Community Shopping District.

SECTION 2. This ordinance shall be in full force and effect from and after its passage and due publication.

[Site Plan; Basement, First, Second, Third and Fourth Floor Plans; Roof Plan; North, South, East and West Building Elevations; and Building Section attached to this ordinance printed on pages 52279 through 52293 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

## Final for Publication

Application No. 21066-T1

17-13-0303-C (1) Narrative Zoning Analysis – *SUBSTITUTE NARRATIVE & PLANS*  
3355 North Southport Avenue, Chicago, Illinois

Proposed Zoning: *B3-3 Community Shopping District*

Lot Area: 3,083.75 square feet (*recorded*)

Proposed Land Use: The subject property is improved with a two-plus-story brick and frame *mixed-use* building, which such building is presently vacant. The Applicant is seeking a *Zoning Map Amendment* in order to permit the redevelopment and reactivation of the site with a new four-story (with basement) *mixed-use* building. To allow for the new improvements, the Applicant intends to raze the existing structures. The programming for the proposed new development calls for the establishment of *commercial* space on and between the Basement thru 1<sup>st</sup> Floors and a total of six (6) *dwelling units* on and between the 2<sup>nd</sup> thru 4<sup>th</sup> Floors. Due to its nearly immediate \*proximity to the *Southport CTA Train Station*, and in an effort to reduce vehicular congestion in the area, the proposal calls for the provision of *accessible* (ADA) off-street parking for one (1) vehicle, at the rear of the site, which represents an 83% reduction in the amount of required parking for the new improvements. \*[*The subject property is located on a Retail Pedestrian Street, less than 300 feet from the entrance to the CTA Train Station, and therefore constitutes a Transit Served Location, under the applicable provisions of the Zoning Ordinance.*] In lieu of vehicular parking, the proposal includes off-street parking and storage for nine (9) bicycles. The new proposed building will measure 44 feet-3 inches in height (*to the underside ceiling of the 4<sup>th</sup> Floor*) and will be masonry in construction.

(A) The Project's Floor Area Ratio: 10,592 square feet (3.5 FAR)

*\*The subject property is located within 1,320 linear feet of the entrance to the Southport CTA Train Station, thereby qualifying as a Transit Served Location. [17-10-0102-B] The programming calls for the provision of no more than one parking space per dwelling unit. Therefore, the Applicant is eligible for an increase in maximum floor area ratio (FAR) up to 3.5, pursuant to this Type 1 Zoning Map Amendment. [17-3-0403-B] \*Please See: corresponding TSL Narrative.*

(B) The Project's Density (Lot Area Per Dwelling Unit): Six (6) *dwelling units*; 513.96 square feet per *dwelling unit*

(C) The amount of off-street parking: 1 ADA *accessible* vehicular parking space + 9 bicycle parking-storage spaces

*\*The subject property is located within 1,320 linear feet of the entrance to the Southport CTA Train Station, thereby qualifying as a Transit Served Location. [17-10-0102-B]. Therefore, the Applicant is eligible for a reduction in the amount of required off-street vehicular parking – from six (6) to one (1), which represents about an 83% reduction, pursuant to this Type 1 Zoning Map Amendment. \*Please See: corresponding TSL Narrative.*

Final for Publication

3355 North Southport Avenue, Chicago, Illinois  
 Substitute Narrative + Plans  
 Application No. 21066-T1 (Introduced: June 22, 2022)

- (D) Setbacks: a. Front Setback: 0 foot-0 inches  
 b. Rear Setback: 2 feet-0 inches (*non-residential* floors)  
 7 feet-0 inches (*residential* floors)

*\*The Applicant will seek a Variation for a reduction to the required rear setback, for the residential floors, in order to fully comply with the current Zoning Ordinance.*

- c. Side Setbacks:  
 North: 0 feet-0 inches  
 South: 0 feet-0 inches

- (E) Building Height: 44 feet-3 inches (*underside-ceiling of 4<sup>th</sup> Floor*)  
 \*55 feet-0 inches (*access stair enclosure – rooftop*)

*\*The subject property is located within 1,320 linear feet of the entrance to the Southport CTA Train Station, thereby qualifying as a Transit Served Location. [17-10-0102-B] The programming calls for the provision of no more than one parking space per dwelling unit. Therefore, the Applicant is eligible for an increase in maximum allowable height up to 55 feet-0 inches, pursuant to this Type 1 Zoning Map Amendment. [17-3-0408-B] \*[Please See: corresponding TSL Narrative.]*

**\*FLOOR AREA RATIO INCREASE (17-3-0403-B) AND HEIGHT INCREASE (17-3-0408-B) AND PARKING REDUCTION (17-10-0102-B) FOR TRANSIT SERVED LOCATION**

This proposed *Zoning Map Amendment* is being sought by and through the 'Type 1' process [Section 17-13-0302-A], in order to qualify for an increase in the maximum allowable *floor area ratio* [Section 17-3-0403-B] and an increase in the maximum allowable *height* [Section 17-3-0408-B] for the new building and improvements, under the Zoning Ordinance, since the design calls for *no more than one parking space per dwelling unit*.

By and through this proposed *Type 1 Zoning Map Amendment*, and in consideration of the site's immediate proximity to the *CTA Train Station*, the Applicant is also seeking to reduce the minimum off-street automobile parking for the proposed new *residential* units by MORE than 50%, pursuant to Section 17-10-0102-B of the *Zoning Ordinance*.

Pursuant to Section 17-13-0905-F and Section 17-10-0102-B of the Zoning Ordinance, in order to qualify for the proposed *floor area ratio* (FAR) increase, the proposed *height* increase, and the proposed reduction of *automobile parking* by more than 50%, the Project:

- (a) **Must be located in a transit-served location.** The subject property is located within 1,320 linear feet of the entrance to the *Southport (Brown Line) CTA Train Station*.

Final for Publication

3355 North Southport Avenue, Chicago, Illinois  
*Substitute Narrative + Plans*  
Application No. 21066-T1 (Introduced: June 22, 2022)

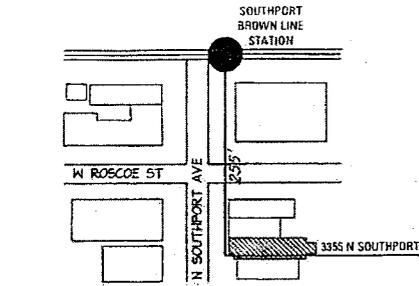
- (b) **Must comply with the standards of Section 17-3-0500 pertaining to *pedestrian streets and pedestrian retail streets*.** The proposed new development complies with all of the standards and design guidelines for *pedestrian streets* as shown on the accompanying *architectural plans* (prepared by *Jonathan Splitt Architects, Ltd.*), submitted with the subject *Type 1 Zoning Map Amendment*. By way of relevant example, the façade of the proposed new building abuts the sidewalk, with the primary entrance facing and directly accessible off of Southport Avenue. [17-3-0504-B and 17-3-0504-D] As well, over 60% of the ground floor façade – facing Southport Avenue, is comprised of transparent windows. [17-3-0504-C] Lastly, all of the off-street parking for the development is located at the rear and/or behind the building, directly accessible via the public alley, without any vehicular interference with the pedestrian walkway (sidewalk). [17-3-0504-E-F-G]
- (c) **Must comply with the general goals set forth in the *Transit Friendly Development Guide: Station Area Typology*, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.** The *Transit Friendly Development Guide* defines ‘transit friendly development’ as *[d]evelopment which is oriented towards and integrated with adjacent transit*. By way of relevant example, the proposed new development incorporates accessibility and connectivity less than 300 linear feet from the entrance to the *CTA Train Station* and just steps away from the highest intensity *retail* stretch of Southport Avenue, which extends for at least five more blocks, moving north toward Addison Avenue. Moreover, the proposed new development will feature a transit-oriented *commercial-retail* business on the 1<sup>st</sup> Floor, activating the pedestrian way for commuters going to and coming from the train, and – too, will add *residential* density without personal vehicles, which should help to generate and promote additional transit riders.
- (d) **Must actively promote public transit and alternatives to automobile ownership.** In a direct and deliberate effort to promote public forms of transportation, and – too, to mitigate vehicular congestion and traffic in this pedestrian-oriented neighborhood, the proposed new development will only provide off-street parking for a single (1) vehicle, that will be offered on a first-come-first-served basis between the *commercial* tenant and the at least six (6) *residential* tenants. As well, the proposed development includes a sizeable storage room, within the ground floor of the building - situated directly off of the pedestrian way, which can accommodate interior parking for nine (9) bicycles and scooters, with superfluous surface space at the rear of the building, for additional outdoor bicycle parking. provided. Beyond these onsite accommodations, there are additional bicycle racks located on the sidewalk in front of the subject site and the Applicant (who will maintain long-term ownership and management of the property) is committed to working with the Alderman and representatives from the CTA and CDOT, toward providing additional public bicycle racks, should such be desired.

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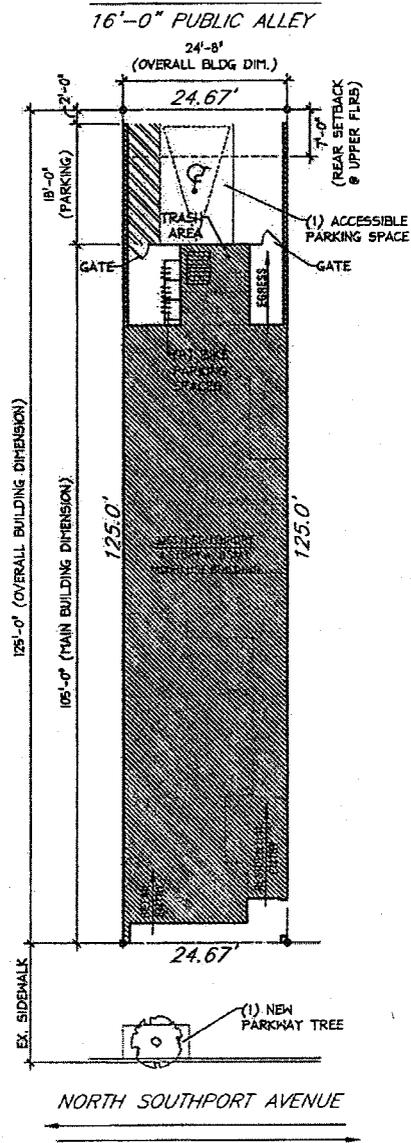
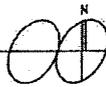
3355 North Southport Avenue, Chicago, Illinois  
*Substitute Narrative + Plans*  
Application No. 21066-T1 (Introduced: June 22, 2022)

- (e) **Must include enhancements to the pedestrian environment that are not otherwise required.** The existing building at the subject site, which is well-over 60 years in age, has a blank masonry façade, which creates a lull in street level activation for pedestrians utilizing the public way, in stark contrast to the other newer-construction fully activated improvements that comprise this side of the block. The design for the new proposed building – in particular the grade level storefront for the same, complies with the strict guidelines for improvements on a *Pedestrian Street*, which such design includes ground to ceiling transparent windows (directly abutting the sidewalk), displaying the new business activity that will occupy and activate the 1<sup>st</sup> Floor of the building. The proposal also calls for the planting of a new parkway tree, in front of the subject site, where there is currently no such improvements. These design elements will help to further enhance the pedestrian experience at and around the currently dormant site.

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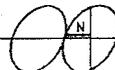
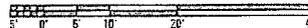


TRANSIT SERVED LOCATION  
PRDXIMITY MAP  
N.T.S.

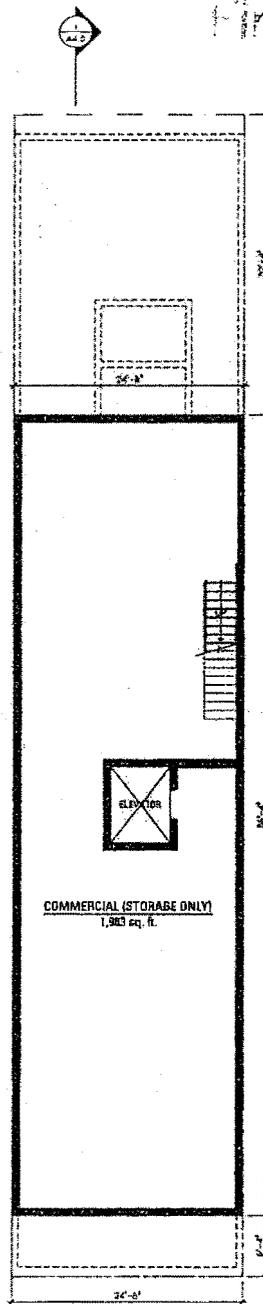


SITE PLAN

1/16" = 1'-0"



Final for Publication



BASEMENT PLAN

3/25' x 1/2"



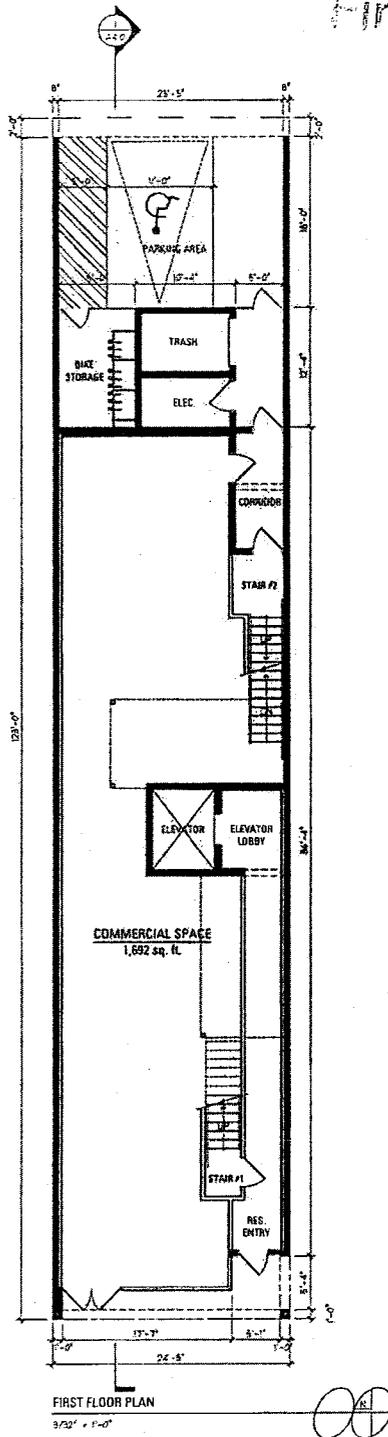
JSa  
 Jonathan SPLITT architects llc.  
 1101 NORTH LAURELWOOD AVENUE  
 SUITE 801  
 CHICAGO ILLINOIS 60612  
 773 883 1017 FAX 773 883 3081

proj.# 2162  
 proj. HARRIS PROPERTIES  
 1500 LEXINGTON DRIVE NORTH  
 1500 NORTH SOUTHPORT AVENUE  
 CHICAGO, IL  
 description 01 02 2022, FINAL FOR PUBLICATION REVIEW

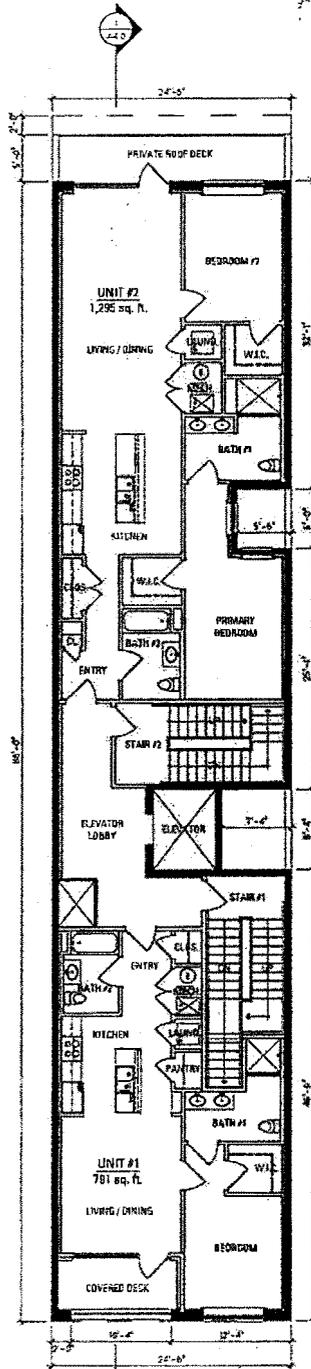


Z1  
2:

Final for Publication



Final for Publication



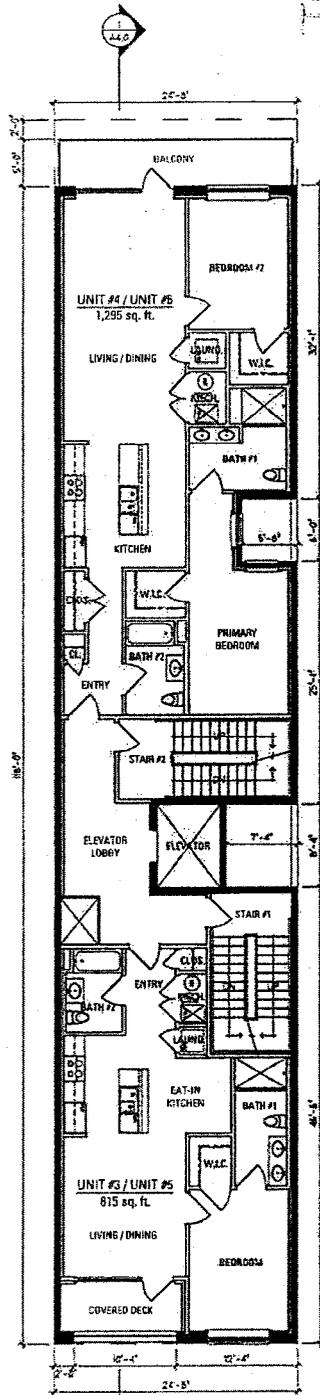
SECOND FLOOR PLAN  
3/8" = 1'-0"

**isa**  
Jonathan SPLITZ architects ltd.  
1001 north Ravenswood Avenue  
Suite 601  
Chicago Illinois 60612-1174  
773 893 1017 • 773 803 2885

proj.# 2162  
proj. HARRIS PROPERTIES  
HARRIS DEVELOPMENT  
1265 NORTH SOUTHPORT AVENUE  
CHICAGO, IL  
description 09/21/2022, ISSUED FOR ZONING REVIEW

22

Final for Publication



THIRD & FOURTH FLOOR PLAN  
3/32" = 1'-0"

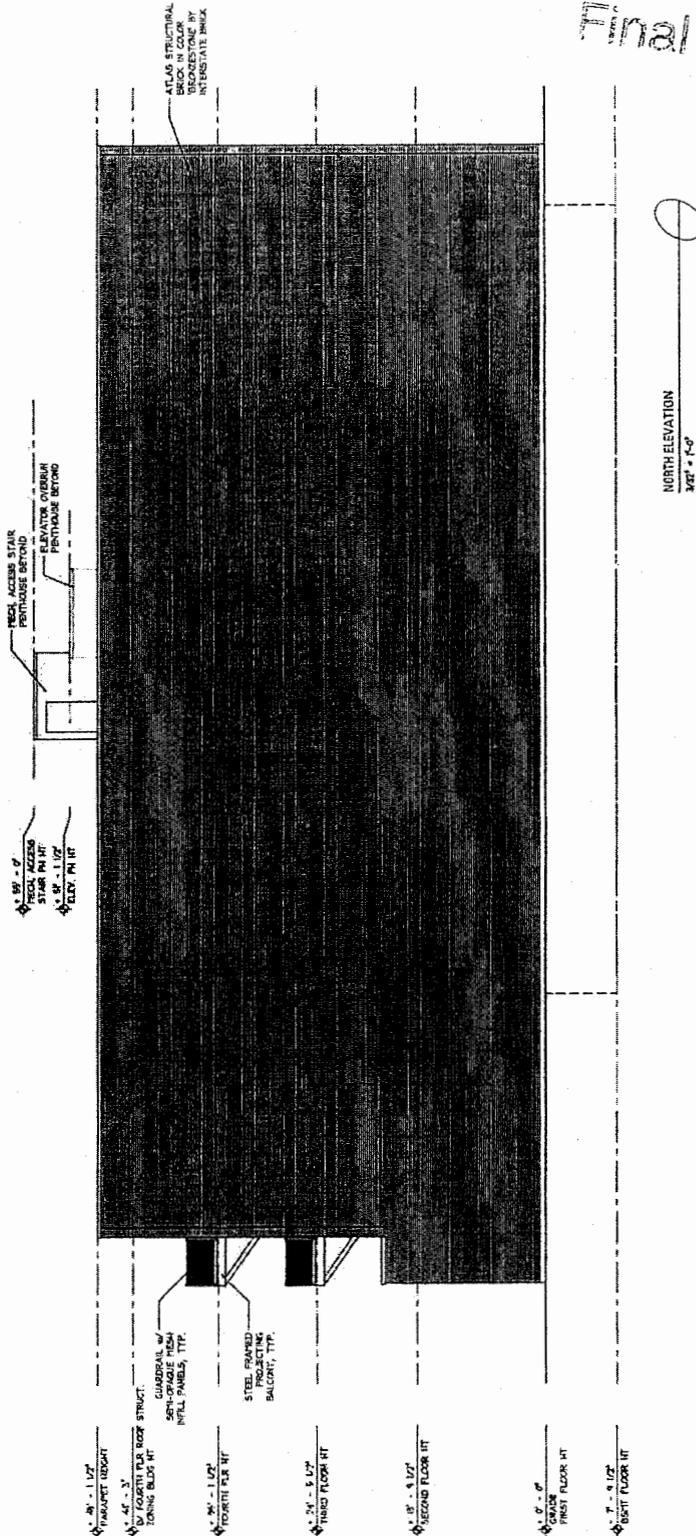






ZLB  
233

Final for Publication

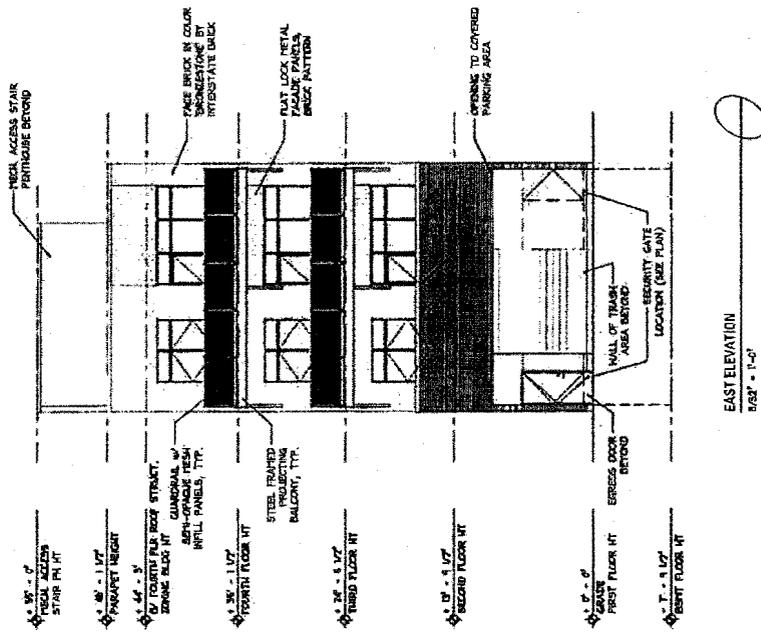


jsa  
Jonathan Spill Architects Ltd.  
401 North Ravenswood Avenue  
Suite 501  
Chicago, Illinois 60614-2576  
773.883.1947 fax 773.883.9061

2162  
proj. #  
HARRIS PROPERTIES  
MIXED USE DEVELOPMENT  
1318 NORTH BLOOMINGTON AVENUE  
CHICAGO, IL  
description 02/29/2022, ISSUED FOR ZONING REVIEW



Final for Publication



EAST ELEVATION  
1/8" = 1'-0"

JSa  
Jonathan SPLITT architects Ltd.

4001 North Ravenswood Avenue  
Suite 407  
Chicago Illinois 60614-2576  
773 863 1617 fax 773 483 3087

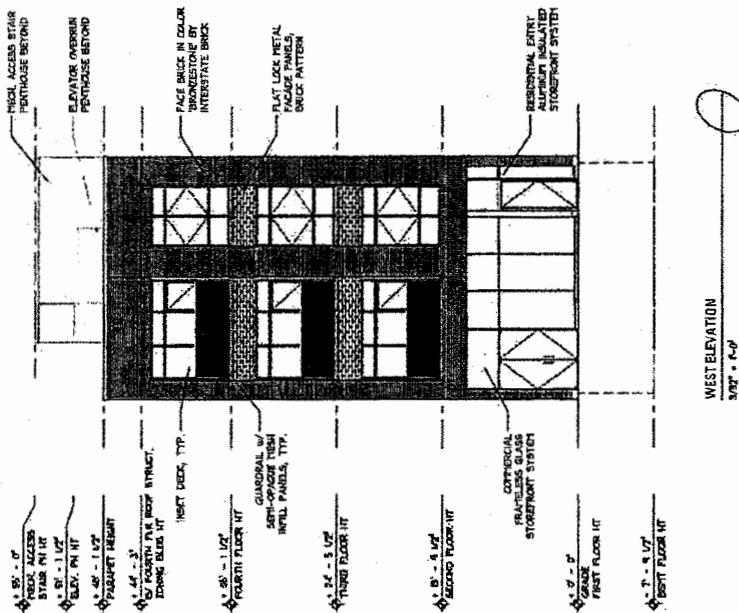
proj.# 2161

prop. HARPER PROPERTIES  
WAREHOUSE DEVELOPMENT  
3333 NORTH SUPERIOR AVENUE  
CHICAGO, IL

description 09/20/2022 - ISSUED FOR ZONING REVIEW



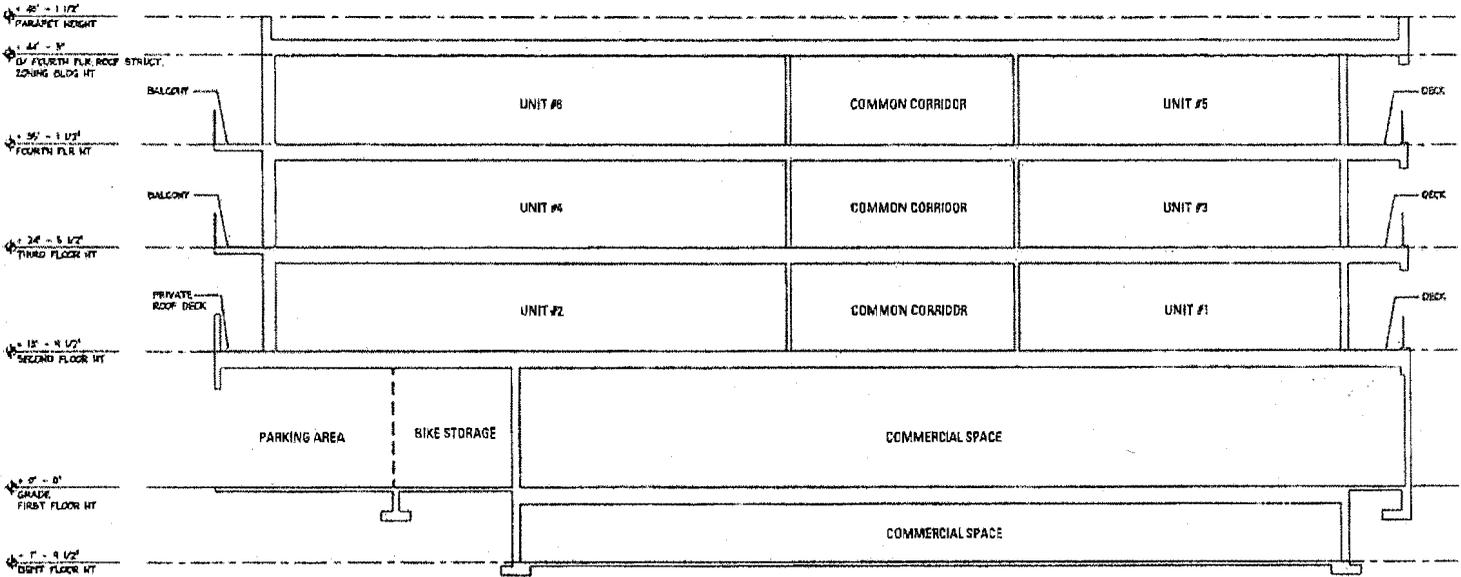
Final for Publication



WEST ELEVATION  
3/00' x 6'-0"



Final for Publication



BUILDING SECTION  
1/8" = 1'-0"

jsa  
 jonathan SPLITT architects ltd.  
 4801 north tavernwood avenue  
 suite 601  
 chicago illinois 60630-2579  
 773.483.1812 fax 773.483.3881

proj.# 2186  
 proj. NAME/PROPERTIES  
 MENGOLE DEVELOPMENT  
 3055 NORTH SOUTHPORT AVENUE  
 CHICAGO, IL  
 description 09/20/22, MEANT FOR 2024 REVIEW

*Reclassification Of Area Shown On Map No. 9-H.*

(As Amended)

(Application No. 21062T1)

(Common Address: 1654 W. School St.)

[SO2022-1964]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B3-2 Community Shopping District symbols and indications as shown on Map Number 9-H in the area bounded by:

the alley next north of and parallel to West School Street; the alley next east of and parallel to North Paulina Street; West School Street; and North Paulina 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; First, Second, Third and Fourth Floor Plans; Penthouse/Roof Plan; and North, South, East and West Building Elevations attached to this ordinance printed on pages 52295 through 52308 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

## Final for Publication

Application No. 21062-T1

**17-13-0303-C (1) Narrative Zoning Analysis – *SUBSTITUTE NARRATIVE & PLANS***  
1654 West School Street, Chicago, Illinois

Proposed Zoning: *B2-3 Neighborhood Mixed-Use District*

Lot Area: 7,804.56 square feet (*recorded*)

Proposed Land Use: The subject property comprises the northeast corner of School Street and Paulina Street and consists of three contiguous lots of record. The site is currently improved with a three-story (with basement) multi-unit *residential* building, a one-story detached garage, and a large (asphalt) surface parking area-lot. The Applicant is seeking a *Zoning Map Amendment* in order to permit the redevelopment of the site, in its entirety, with a new four-story multi-unit *residential* building. To allow for the new improvements, the Applicant intends to raze the existing structures. The programming for the proposed new development calls for the establishment of a total of seventeen (17) *dwelling units*, which will be situated on and between the 1<sup>st</sup> thru 4<sup>th</sup> Floors. Due to its close \*proximity to the *Paulina CTA Train Station* AND the *Ashland Bus Line Corridor Roadway Segment*, and in an effort to reduce vehicular congestion in the area, the proposal calls for the provision of off-street parking for thirteen (13) vehicles, within the 1<sup>st</sup> Floor of the proposed new building, which represents LESS than one parking space per dwelling unit. \*[*The subject property is located on a Six-Corners Pedestrian Street, less than 2,640 feet from the entrance to the CTA Train Station and a designated CTA Bus Line Corridor Roadway Segment, and therefore constitutes a Transit Served Location (TSL), under the current Zoning Ordinance.*] In further consideration of these conditions, the proposal also includes a dedicated parking-storage room, for bicycles, within the 1<sup>st</sup> Floor of the building. The new proposed building will measure 58 feet-11 inches in height (*to the underside ceiling of the rooftop penthouse*) and such improvements will be masonry in construction.

- (A) The Project's Floor Area Ratio: 23,203 square feet (3.0 FAR)
- (B) The Project's Density (Lot Area Per Dwelling Unit): 17 *dwelling units*; 459.1 square feet per *dwelling unit*
- (C) The amount of off-street parking: 13 vehicular parking spaces + at least 17 bicycle parking-storage spaces

Final for Publication

1654 West School Street, Chicago, Illinois

Substitute Narrative + Plans

Application No. 21062-T1 (Introduced: June 22, 2022)

- (D) Setbacks:
- a. Front Setback: 1 foot-0 inches
  - b. Rear Setback: 0 feet-0 inches (1<sup>st</sup> Floors)  
12 feet- 3 inches (2<sup>nd</sup> thru 4<sup>th</sup> Floors)
  - c. Side Setbacks:  
East: 0 feet-4 inches  
West: 0 feet-4 inches

*\*Subsequent to and independent of this proposed Zoning Map Amendment, the Applicant will seek any further relief that is necessary to ensure full compliance with the setback standards of the current Zoning Ordinance.*

- (E) Building Height: 47 feet- 1½ inches (*underside-ceiling of 4<sup>th</sup> Floor*)  
58 feet-11 inches (*underside-ceiling of rooftop penthouse*)  
\*62 feet-2 inches (*top of rooftop elevator overrun*)

**\*HEIGHT INCREASE FOR TRANSIT SERVED LOCATION (TSL): 17-3-0408-B**

This proposed *Zoning Map Amendment* is being sought by and through the 'Type 1' process [Section 17-13-0302-A], in order to qualify for an increase in the maximum *building height* up to 70 feet-0 inches for the new proposed improvements (*rooftop elevator overrun*), under the current Zoning Ordinance [Section 17-3-0408-B], since the programming calls for *no more than one parking space per dwelling unit AND for at least fifty-percent (50%) of the required \*affordable units to be located onsite (within the new proposed building).*\*[Pursuant to the *2021 Affordable Requirements Ordinance*, the Applicant will be designating three (3) of the seventeen (17) proposed new *dwelling units* as *affordable* – which represents 20% of the total number of proposed *dwelling units*.]

Pursuant to Section 17-13-0905-F and Section 17-10-0102-B of the Zoning Ordinance, in order to qualify for the proposed increase to the maximum *building height*, the Project:

- (a) **Must be located in a transit-served location.** The subject property is located on a *Six-Corners Pedestrian Street*, within 2,640 linear feet of the entrance to the *Paulina (Brown Line) CTA Train Station* (approximately 670 feet) AND within 2,640 linear feet of the centerline of the *Ashland Bus Line Corridor Roadway Segment* (less than 500 feet).

Final for Publication

1654 West School Street, Chicago, Illinois

*Substitute Narrative + Plans*

Application No. 21062-T1 (Introduced: June 22, 2022)

- (b) **Must comply with the standards of Section 17-3-0500 pertaining to *pedestrian streets and pedestrian retail streets*.** The proposed new development complies with all of the standards and design guidelines for *pedestrian streets* as shown on the accompanying *architectural plans* (prepared by *Jonathan Splitt Architects, Ltd.*), submitted with the subject *Type 1 Zoning Map Amendment*. By way of relevant example, the façade of the proposed new building almost directly abuts the sidewalk (*1'-0" front setback to allow for landscape elements along the pedestrian way*), with the primary entrance facing and directly accessible off of School Street. [17-3-0504-B and 17-3-0504-D] As well, at least 60% of the ground floor façade – facing School Street, is comprised of transparent windows. [17-3-0504-C] Lastly, all of the off-street parking for the development is located at the rear and/or behind the building, directly accessible via the public alley, without any vehicular interference with the pedestrian walkway (sidewalk). [17-3-0504-E-F-G] In fact, and toward these same ends, in consideration of the new proposed improvements, the Applicant will be completely activating BOTH of the street elevations (*School Street + Paulina Street*), which such segments of the pedestrian way are presently occupied by an open, unsecured (no fence), concrete parking lot. In doing so, and by conscientious design, the Applicant will also be eliminating an existing curb-cut (*driveway*) – on Paulina Street, which such existing driveway interferes with the pedestrian right-of-way (sidewalk) and otherwise compromises pedestrian safety. So that, the Applicant will be restoring that portion of the sidewalk to allow for unfettered and safe pedestrian movements at and around the subject property.
- (c) **Must comply with the general goals set forth in the *Transit Friendly Development Guide: Station Area Typology*, and any other station-specific plans, designs or guidelines adopted by the Chicago Plan Commission.** The *Transit Friendly Development Guide* defines ‘transit friendly development’ as [*d*]development which is oriented towards and integrated with adjacent transit. By way of relevant example, the proposed new development incorporates accessibility and connectivity less than 700 linear feet from the entrance to the *CTA Train Station*, less than 600 feet from one of the City’s most exploited *CTA Bus Routes*, and just steps away from the Neighborhood’s most robust *retail and hospitality* corridor, which extends for at least five blocks in each direction, all serviced by the same public transit operations, with multiple *Divvy Bicycle Stations* along the way. Moreover, as already described, the proposed new development will be replacing and activating an open surface parking lot, which such existing condition detracts from the *pedestrian* experience. By eliminating this parking lot and completely activating both of the street fronting facades, as well, the proposed new development will be promoting reliance on public and communal transportation, thereby minimizing the carbon footprint for the project and mitigating traffic congestion in the area (along with the corresponding undesired pollutants).

1654 West School Street, Chicago, Illinois

*Substitute Narrative + Plans*

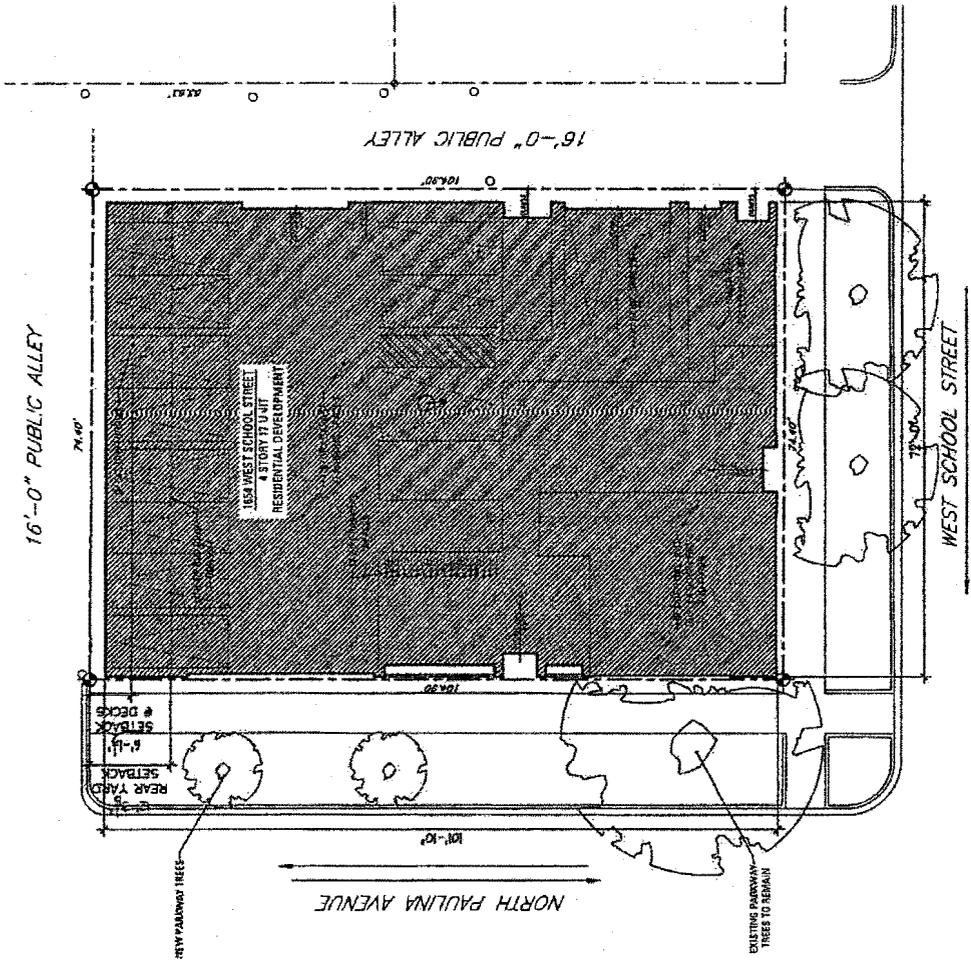
Application No. 21062-T1 (Introduced: June 22, 2022)

- FOR PUBLICATION
- (d) **Must actively promote public transit and alternatives to automobile ownership.** In a direct and deliberate effort to promote public forms of transportation, and – too, to mitigate vehicular congestion and traffic in this pedestrian-oriented neighborhood, while still balancing the express interests and demands of the existing residents of the community, the proposed new development will provide only one (1) designated off-street parking space for each proposed new *dwelling unit*, some of which such units are larger in size and will likely be occupied by families and/or couples (multiple residents per unit). Such considerations should dissuade residents who require and/or rely on individual automobile ownership. As well, the proposed development includes a sizeable storage room, within the ground floor of the building - situated directly off of the pedestrian way, which can accommodate interior parking for at least seventeen (17) bicycles and scooters. Beyond these onsite accommodations, there are additional bicycle racks located on the sidewalk in front of the subject site and the Applicant is committed to working with the Alderman and representatives from the CTA and CDOT, toward providing additional public bicycle racks, should such be desired. Lastly, and once more, the proposed new development will be replacing an open surface parking lot and completely activating both of the street fronting facades that are encumbered by the same, thereby promoting reliance on public and communal forms of transportation.
- (e) **Must include enhancements to the pedestrian environment that are not otherwise required.** The existing building, which occupies approximately half of the site, with its only activation on School Street, has a relatively blank masonry façade with shuttered tiny windows and no landscape elements. These existing conditions create a lull in street level stimulation for pedestrians utilizing the public way, in stark contrast to the other newer-construction fully activated improvements that comprise this side of the block. Perhaps even worse, the remainder of the site – with frontage on both School Street and Paulina Street, is presently improved with an unsecure open surface parking lot, that completely detracts from the pedestrian experience and significantly compromises the general welfare of the same. The design for the proposed new development not only complies with the strict guidelines for improvements on a *Pedestrian Street*, which such design includes a façade with large transparent windows and the provision of landscape elements along the entire School Street and Paulina Street facades (directly abutting the sidewalk), but it also completely activates these same street frontages and pedestrian ways. The Applicant is also committed to working with the Alderman and with CDPT toward improvements to the shared pedestrian way, which such enhancements may include the provision of new parkway trees, planters and grass on both street frontages, as well as restoring the existing curb-cut on Paulina Street and otherwise repaving the abutting sidewalks. These design elements will help to further enhance the pedestrian experience at and around the currently sluggish site.

# Final for Publication



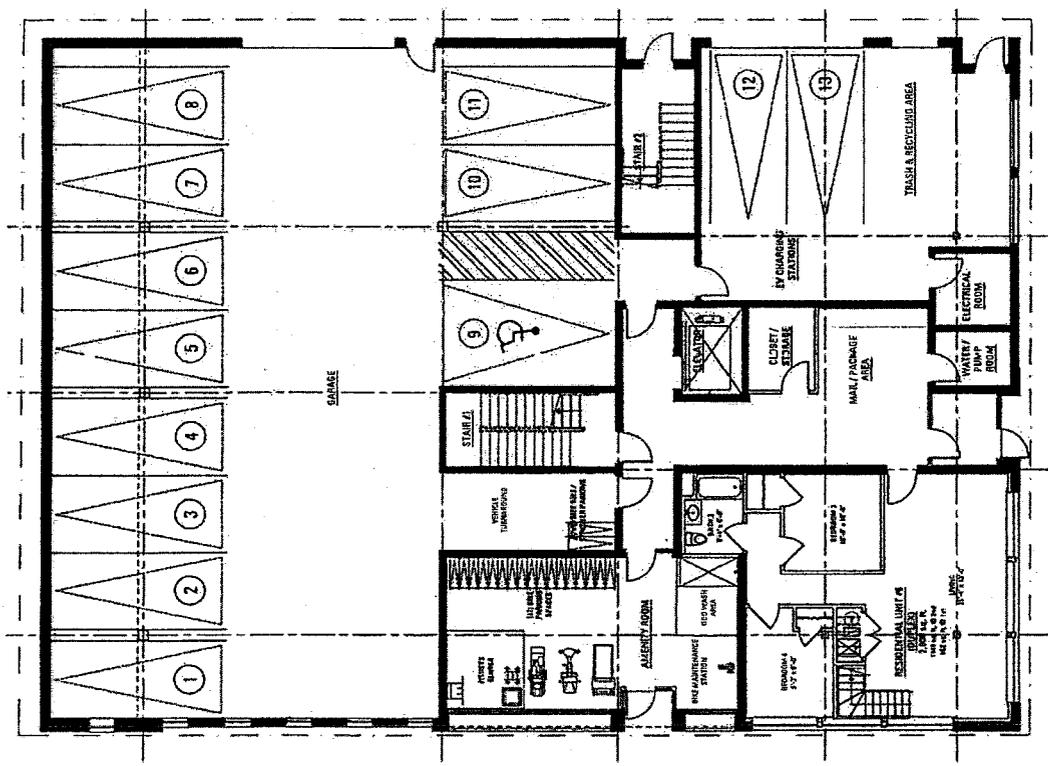
2166  
 PRELIMINARY  
 SCHOOL STREET PLATE  
 MULTIFAMILY RESIDENCE  
 1500 WEST SCHOOL STREET  
 CHICAGO, IL  
 09/21/2022 SUBJECT FOR PERM



SITE PLAN  
 1/16" = 1'-0"  
 0' 5' 10' 20' 40'

isa  
 jonathan sp. architects llc  
 4001 north lakeview avenue  
 suite 801  
 chicago illinois 60613/678  
 773 883 1011 fax 773 883 8001

Final for Publication



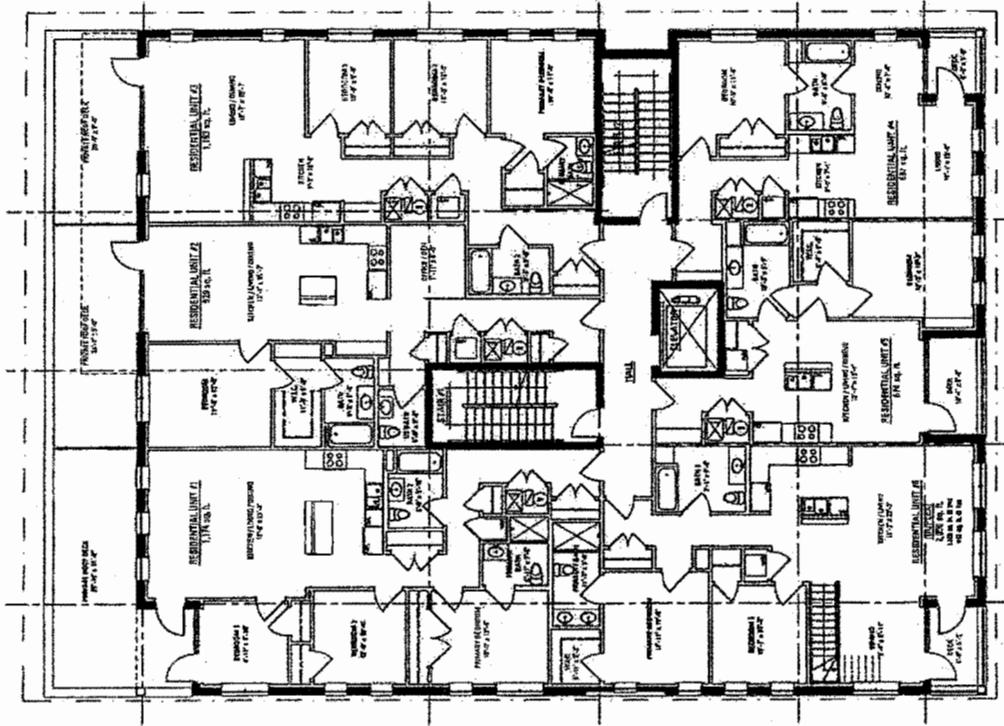
FIRST FLOOR PLAN - 2,587 sq. ft.  
(7,211 sq. ft. - GROSS)



Architect: JSA  
184 WEST SCHOOL STREET  
CHICAGO, IL  
Description: ISSUED FOR REVIEW

JSA  
Jonathan SPLITT Architects LLC  
401. 69th Ravenswood Avenue  
Chicago, Illinois 60612-3396  
773. 863. 1011 Fax 773. 863. 3481

Final for Publication



SECOND FLOOR PLAN - 6,334 sq. ft.  
8 UNITS

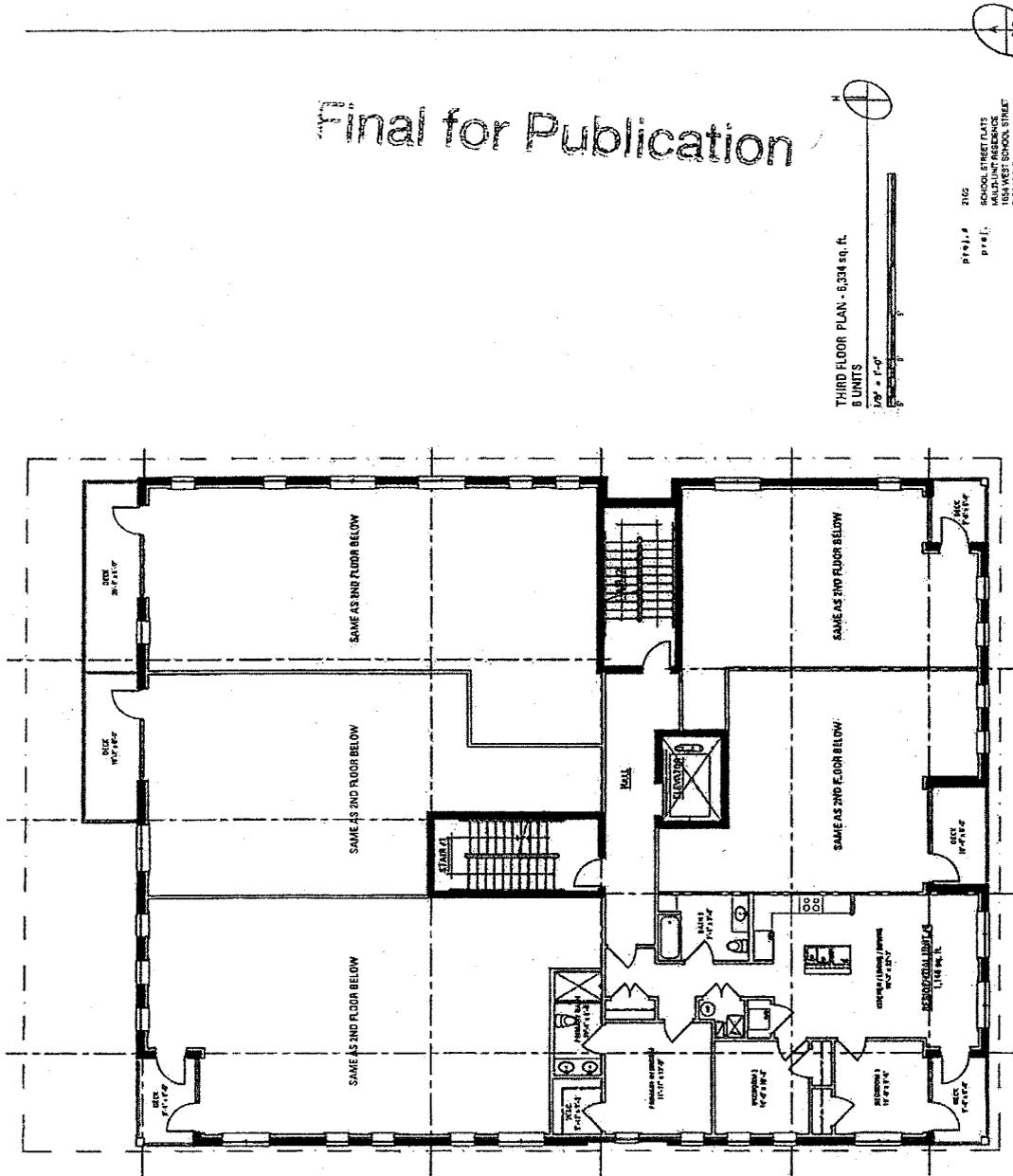


218  
SCHOOL STREET PLAZA  
NORTH WINDY CITY  
100 WEST SCHOOL STREET  
CHICAGO, IL  
04/2022, 07/2022 FOR W/2022

proj.  
RESERVIATION

J.S.  
Jonathan Splitt Architects LLC  
4801 North Ravenswood Avenue  
Suite 601, Chicago, IL 60640  
773.893.1677 fax 773.893.8081

Final for Publication



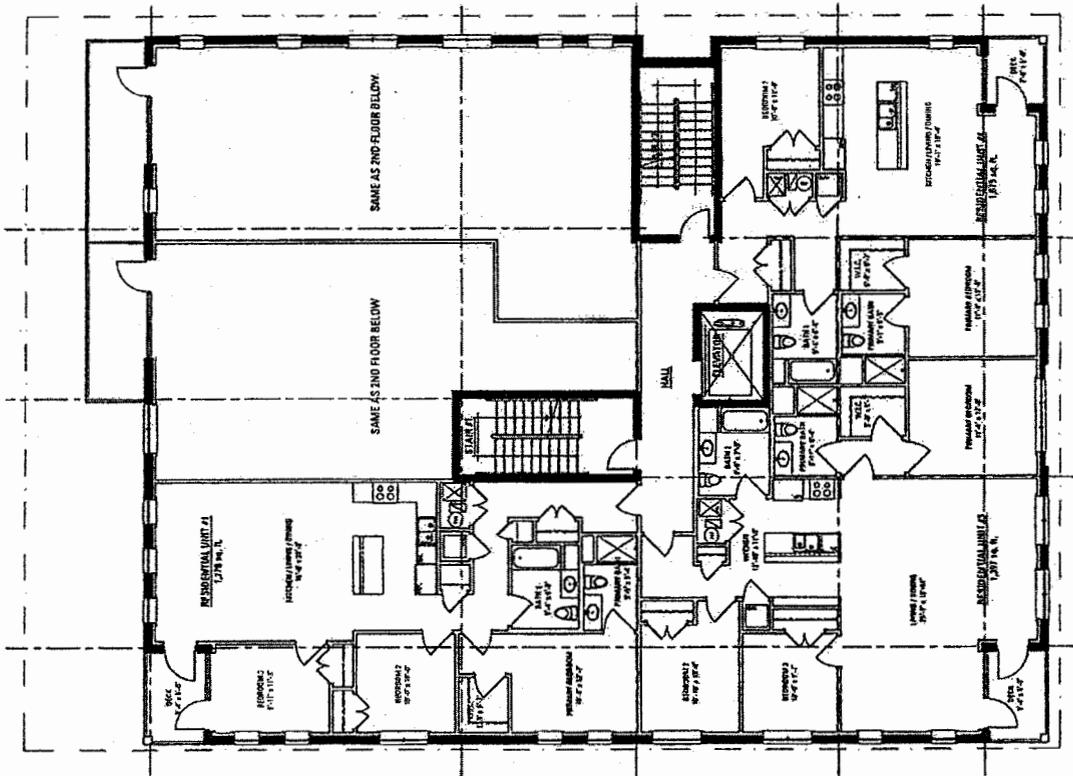
THIRD FLOOR PLAN - 5,314 SQ. FT.  
8 UNITS



3102  
 PROJECT: SCHOOL STREET PLAT  
 PROJECT: MULTIFAMILY RESIDENCE  
 1834 WEST SCHOOL STREET  
 CHICAGO, IL  
 07/07/2022, ISSUED FOR REVIEW  
 DESCRIPTION

JSa  
 Jonathan SPLITT Architects Ltd.  
 6601 South Commonwealth Avenue  
 Suite 801  
 Chicago, Illinois 60612-3874  
 773 832 1617 fax 773 883 3081

Final for Publication



FOURTH FLOOR PLAN - 6,357 sq. ft.  
 5 UNITS  
 1/8" = 1'-0"



proj.# 2108  
 SCHOOL STREET CLATS  
 MULTI-UNIT RESIDENCE  
 1400 N. SCHOOL STREET  
 CHICAGO, IL  
 description 01/12/2022: ISSUED FOR REVIEW

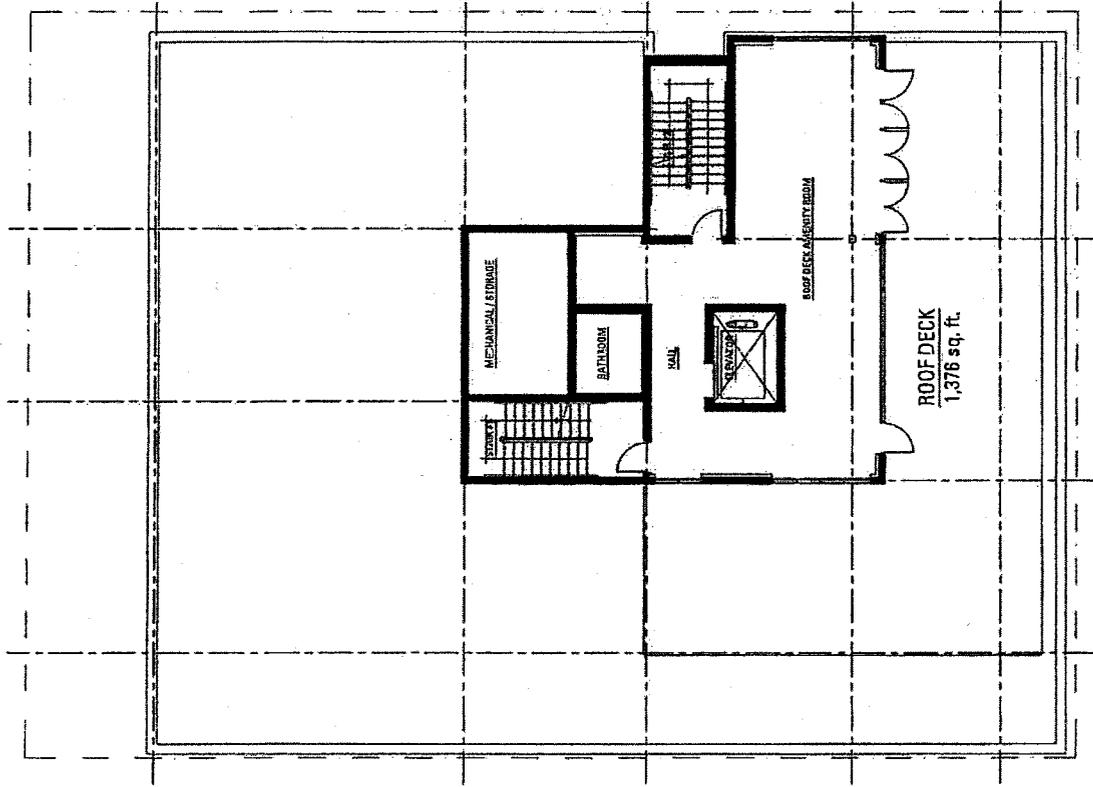
JSA  
 Jonathan SPILITT architects llc.  
 4051 north renaissance avenue  
 suite 601  
 chicago, illinois 60612-2578  
 773 842 1517 fax 773 842 2881

Final for Publication



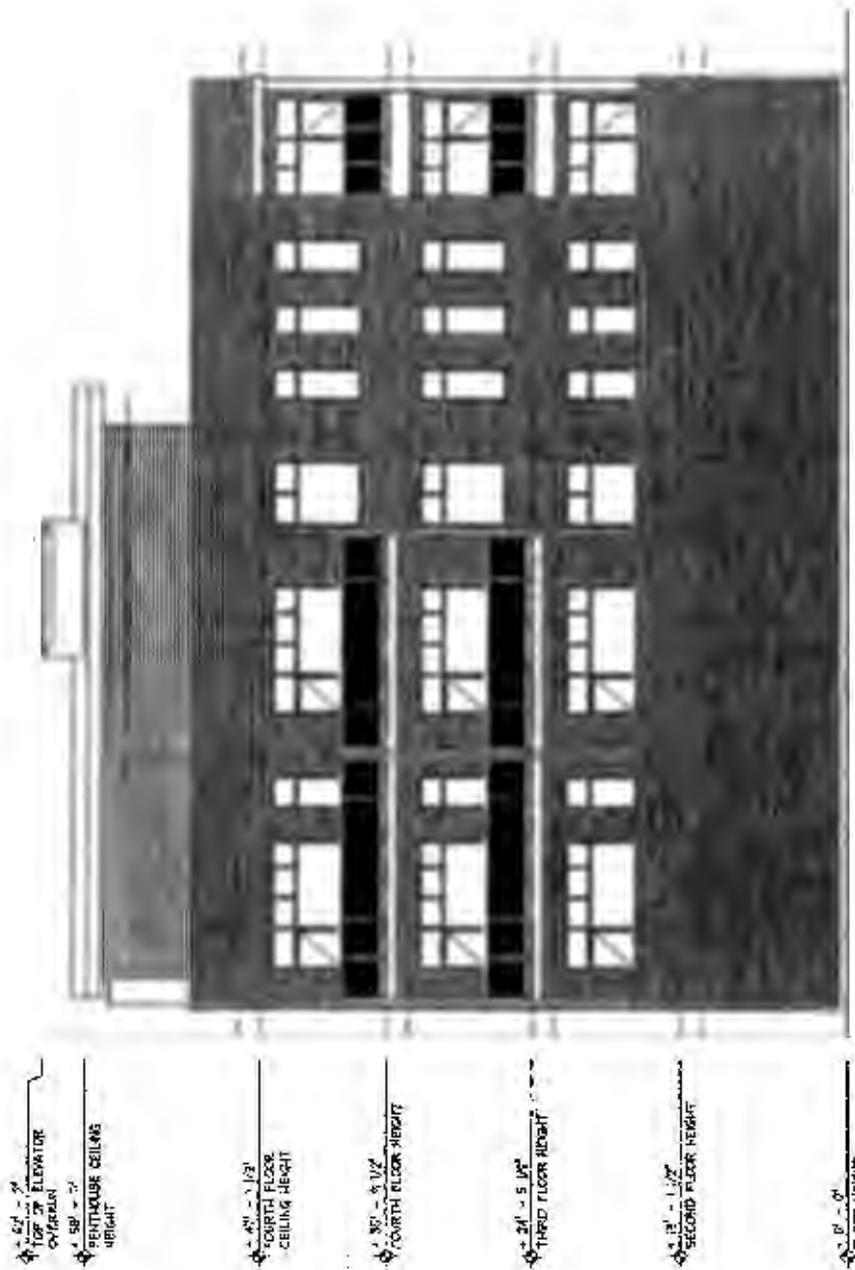
PENTHOUSE/ROOF PLAN - 1,581 sq. ft.  
1/8" = 1'-0"

Proj.# 208  
P/O# 1  
ZUBS  
3500 S. STATE ST. #15  
MULHART RESIDENCE  
1854 WEST SCHOOL STREET  
CHICAGO, IL  
Description 07/07/2022; REBID FOR REVIEW



J/Sa  
Jonathan SPLITT architects llc.  
4801 North Ravenswood Avenue  
Suite 401  
Chicago Illinois 60630  
773.853.1017 / fax 773.853.3001

Final for Publication



$\uparrow$  5'4" - 2"  
 TOP OF ELEVATOR  
 CANTILEVER  
 $\uparrow$  5'8" - 7"  
 PENTHOUSE CEILING  
 HEIGHT

$\uparrow$  4'11" - 1 1/2"  
 FOURTH FLOOR  
 CEILING HEIGHT

$\uparrow$  4'8" - 5 1/2"  
 FOURTH FLOOR HEIGHT

$\uparrow$  24" - 5 1/2"  
 THIRD FLOOR HEIGHT

$\uparrow$  12" - 1 1/2"  
 SECOND FLOOR HEIGHT

$\uparrow$  0" - 0"  
 FLOOR HEIGHT

NORTH ELEVATION  
 1/8" = 1'-0"

PROJECT: 2100  
 DATE: 9/21/2022  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]

154  
 (703) 521-1111  
 1000 N. ...  
 ...  
 ...

+ 62' - 2"  
TOP OF ELEVATOR  
OVERRIDE

+ 58' - 11"  
PENTHOUSE CEILING  
HEIGHT

+ 47' - 1 1/2"  
FOURTH FLOOR  
CEILING HEIGHT

+ 35' - 9 1/2"  
FOURTH FLOOR HEIGHT

+ 24' - 5 1/2"  
THIRD FLOOR HEIGHT

+ 13' - 1 1/2"  
SECOND FLOOR HEIGHT

+ 0' - 0"  
FLOOR HEIGHT



METAL-PANELED  
SIDING

HORIZONTAL LIMESTONE  
BAND

FACE BRICK  
'RED IRONSPOT'

STEEL GUARDRAIL

HORIZONTAL LIMESTONE  
BAND

FACE BRICK  
'MANGANESE BROWN'

FACE BRICK  
'RED IRONSPOT'

60% GLAZING FOR  
P. STREET

THIRD FLOOR PLANS

SOUTH ELEVATION

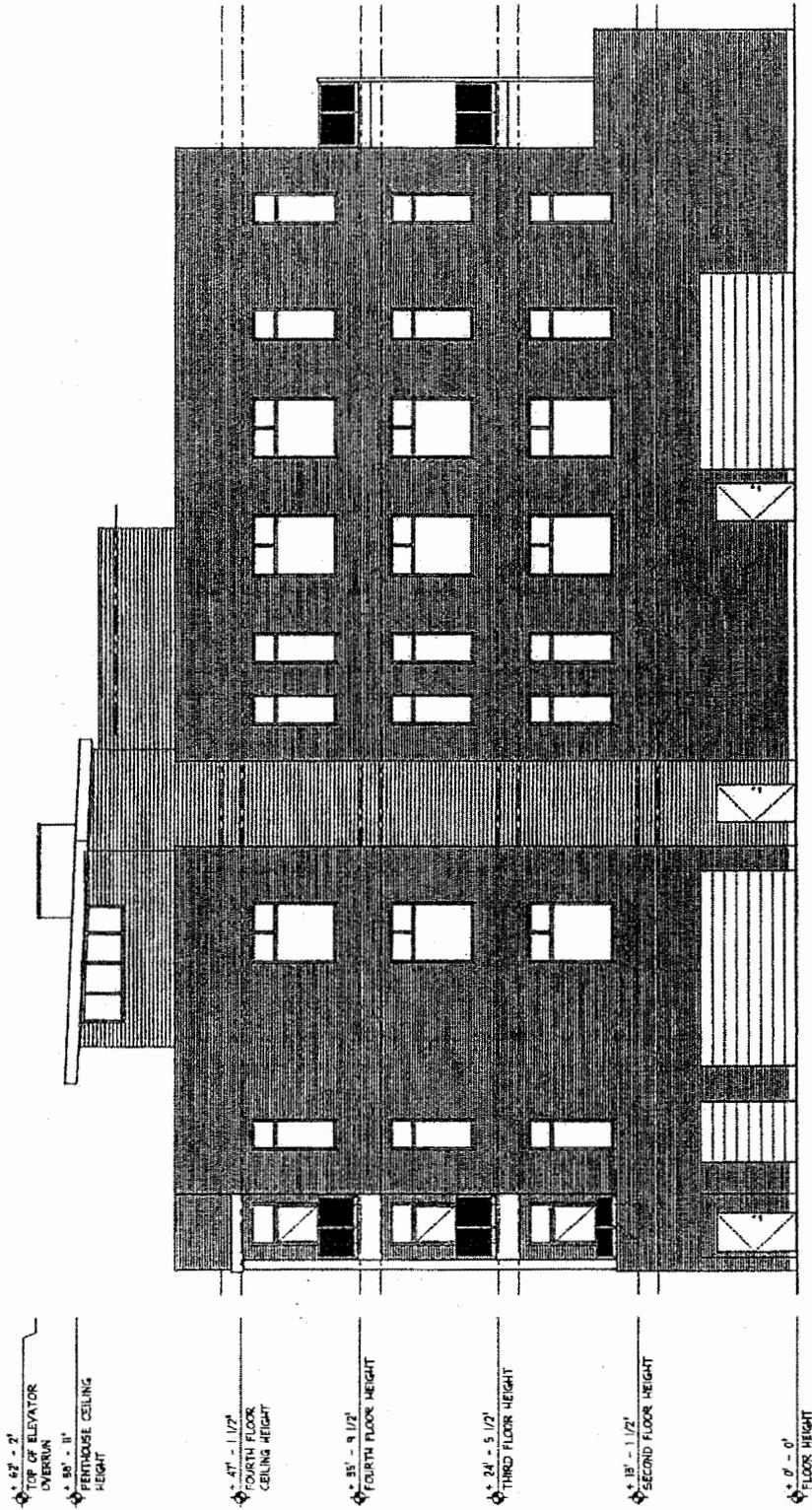


JSA  
Jonathan SP-177 Architects Ltd.  
1801 North Ravenswood Avenue  
Suite 805  
Chicago Illinois 60613-2578  
773 863 1011 Fax 773 836 0005

DATE: 9/21/2022  
DRAWN BY: JSA  
DESCRIPTION: THIRD FLOOR PLANS  
MULTI-FAMILY RESIDENCE  
1834 WEST SCHOOL STREET  
CHICAGO, IL  
DATE: 9/21/2022, ISSUED FOR REVIEW



Final for Publication



315  
 SCHOOLS STREET, SUITE  
 1000  
 1000 WEST SCHOOL STREET  
 URBANA, IL  
 01/15/2022, 8:10:03 PM  
 ASSOCIATION

- ♦ 42' - 2" TOP OF ELEVATOR OVERRUN
- ♦ 30' - 11" PENTHOUSE CEILING HEIGHT
- ♦ 47' - 1 1/2" FOURTH FLOOR CEILING HEIGHT
- ♦ 35' - 9 1/2" FOURTH FLOOR HEIGHT
- ♦ 24' - 5 1/2" THIRD FLOOR HEIGHT
- ♦ 15' - 1 1/2" SECOND FLOOR HEIGHT
- ♦ 0' - 0" FLOOR HEIGHT

EAST ELEVATION

1/8" = 1'-0"

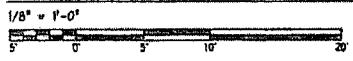


J.S.B.  
 Jonathan Splitt Architects LLC  
 4881 North Hawthornwood Avenue  
 Suite 401  
 Chicago, IL 60630  
 773.833.1817 Fax 773.833.3081

- + 62' - 2"  
TOP OF ELEVATOR  
OVERRUN
- + 58' - 11"  
PENTHOUSE CEILING  
HEIGHT
- + 47' - 1 1/2"  
FOURTH FLOOR  
CEILING HEIGHT
- + 35' - 9 1/2"  
FOURTH FLOOR HEIGHT
- + 24' - 5 1/2"  
THIRD FLOOR HEIGHT
- + 13' - 1 1/2"  
SECOND FLOOR HEIGHT
- + 0' - 0"  
FLOOR HEIGHT



WEST ELEVATION



j s a  
Jonathan SPLITT architects llc.  
4001 north ravenwood avenue  
suite 601  
chic 606 11/illinois 800132578  
773 885 1617 / ex 773 885 8061

proj.# 2165  
proj. SCHOOL STREET PLAZA  
MULTI-UNIT RESIDENCE  
1684 WEST SCHOOL STREET  
CHICAGO, IL  
description 07/21/2022. ISSUED FOR REVIEW



*Reclassification Of Area Shown On Map No. 9-K.*  
(Application No. 21095)  
(Common Address: 3225 N. Kenneth Ave.)

[O2022-2415]

*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 9-K in the area bounded by:

a line 281 feet north of and parallel to West Belmont Avenue; the alley next east of and parallel to North Kenneth Avenue; a line 253 feet north of and parallel to West Belmont Avenue; and North Kenneth Avenue,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 10-E.*  
(As Amended)  
(Application No. 20995)  
(Common Address: 301 -- 313 E. 43<sup>rd</sup> St. And 4301 -- 4313 S. Prairie Ave.)

[SO2022-1121]

*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 B2-3 Neighborhood Mixed-Use District and RM5 Multi-Unit District symbols and indications as shown on Map Number 10-E in the area bounded by:

East 43<sup>rd</sup> Street; a line 130.68 feet east of and parallel to the east line of South Prairie Avenue (said line being the west line of the CTA elevated Green Line); a line 94.13 feet south of and parallel to the south line of East 43<sup>rd</sup> Street; a line 128.67 feet east of and parallel to the east line of South Prairie Avenue (said line being the west line of the CTA elevated Green Line); a line 148.16 feet south of and parallel to the south line of East 43<sup>rd</sup> Street; and South Prairie Avenue,

to those of a B3-5 Community Shopping District.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B3-5 Community Shopping District symbols and indications as shown on Map Number 10-E in the area bounded by:

East 43<sup>rd</sup> Street; a line 130.68 feet east of and parallel to the east line of South Prairie Avenue (said line being the west line of the CTA elevated Green Line); a line 94.13 feet south of and parallel to the south line of East 43<sup>rd</sup> Street; a line 128.67 feet east of and parallel to the east line of South Prairie Avenue (said line being the west line of the CTA elevated Green Line); a line 148.16 feet south of and parallel to the south line of East 43<sup>rd</sup> Street; and South Prairie Avenue,

to those of a Planned Development, which is hereby established in the area described above and subject to such use and bulk regulations set forth in the Plan of Development attached hereto and to no others.

SECTION 3. This ordinance takes effect after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Planned Development No. \_\_\_\_\_.*

*Planned Development Statements.*

1. The area delineated herein as Planned Development Number \_\_\_\_\_ ("Planned Development") consists of approximately 19,251 square feet (.442 acre) of net site area which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by 43<sup>rd</sup> and Prairie Phase II L.P., a Delaware limited partnership.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.

3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assign or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Plans and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of seventeen (17) Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a P.D. Boundary and Property Line Map; a Site Plan; a Landscape Plan; a Landscape Materials List; a North Elevation; a South Elevation; an East Elevation; and a West Elevation prepared by Landon Bone Baker, Moody Nolan and Beehive submitted herein. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.
5. The following uses shall be permitted in this Planned Development: household living (all, including live/work space located on and above the ground floor, elderly housing, multi-unit residential and townhouses); office (all); medical service; retail sales, general; postal service; colleges and universities; cultural exhibits and libraries; daycare; animal services (all except stables); artist worker sales space; building maintenance; business equipment sales and service; business support services (all); body art services; communication service establishments; eating and drinking establishments (all); banks, savings banks, savings and loan association, currency exchange and credit union; automated teller machine facility; food and beverage retail sales with liquor sales as accessory use only; personal service (all); repair or laundry service, consumer (all); valuable objects dealer; and accessory parking and related accessory uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio ("FAR") for the site shall be in accordance with the attached Bulk Regulations Table. For the purposes of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations Table has been determined using a net site area of 19,251 square feet and a base FAR of 4.2.
9. Upon review and determination, "Part II review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE

participation (measured against the total construction budget for the project or any phase thereof), and \*(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD; (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. The Applicant acknowledges and agrees that the rezoning of the Property from B2-3 Neighborhood Mixed-Use District and RM5 Residential Multi-Unit District to B3-5 Community Shopping District and then to this Residential Planned Development ("P.D.") Number \_\_\_\_\_ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The Applicant has applied for Low-Income Housing Tax Credits or other forms of financial assistance from the City. Such financial assistance imposes affordability requirements (the "Financing Requirements") that exceed the ARO requirements. As a result, if the Applicant receives such financial assistance, the Financial Requirements shall govern the Applicant's obligation to provide affordable housing in the P.D. If the Applicant does not receive such financial assistance, the Applicant shall comply with the ARO.

---

\* Editor's Note: Numbering sequence error; (i) missing in original document.

17. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to a B3-5 Community Shopping District.

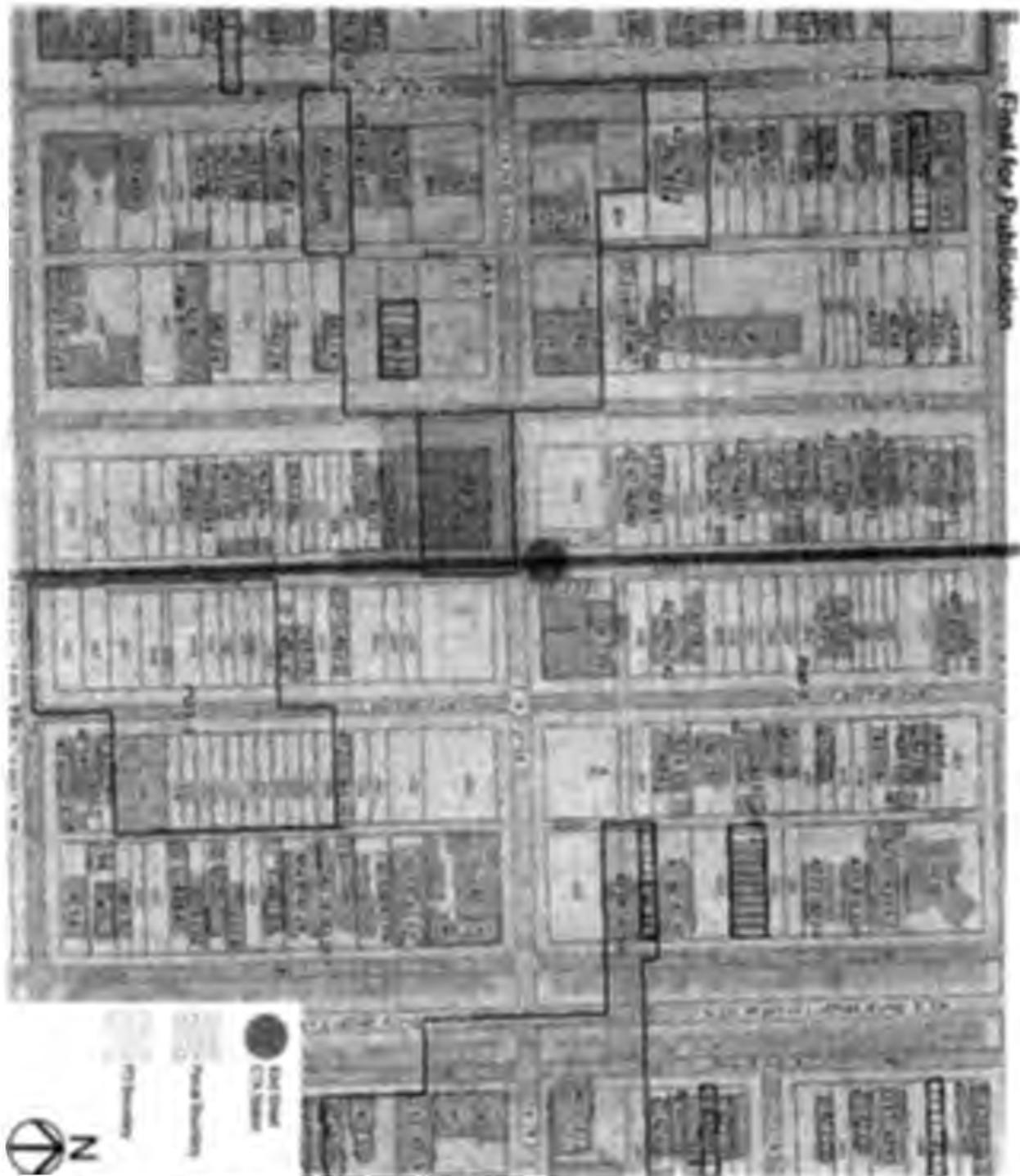
[Existing Zoning Map; Existing Land-Use Map; Boundary and Property Line Map; Site Plan; Landscape Plan; Landscape Plant Materials; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 52316 through 52325 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential Planned Development No. \_\_\_\_\_.*

*Bulk Regulations And Data Table.*

Gross Site Area:	32,621 square feet (.75 acre)
Area Remaining in Public Right-of-Way:	13,370 square feet (.30 acre)
Net Site Area:	19,251 square feet (.442 acre)
Maximum Number of Dwelling Units:	80 Dwelling Units
Maximum Floor Area Ratio for all subareas:	4.2
Minimum Number of Off-Street Total Parking Spaces:	13 Parking Spaces
Minimum Number of Bike Parking Spaces:	40 interior, 16 exterior
Off-Street Loading Spaces:	1 (10 by 25)
Minimum Required Setbacks:	As per the Site Plan
Maximum Building Height of the top Residential Floor per Section 17-17-0311 of the Zoning Ordinance:	Not to Exceed 105 feet, 6 inches

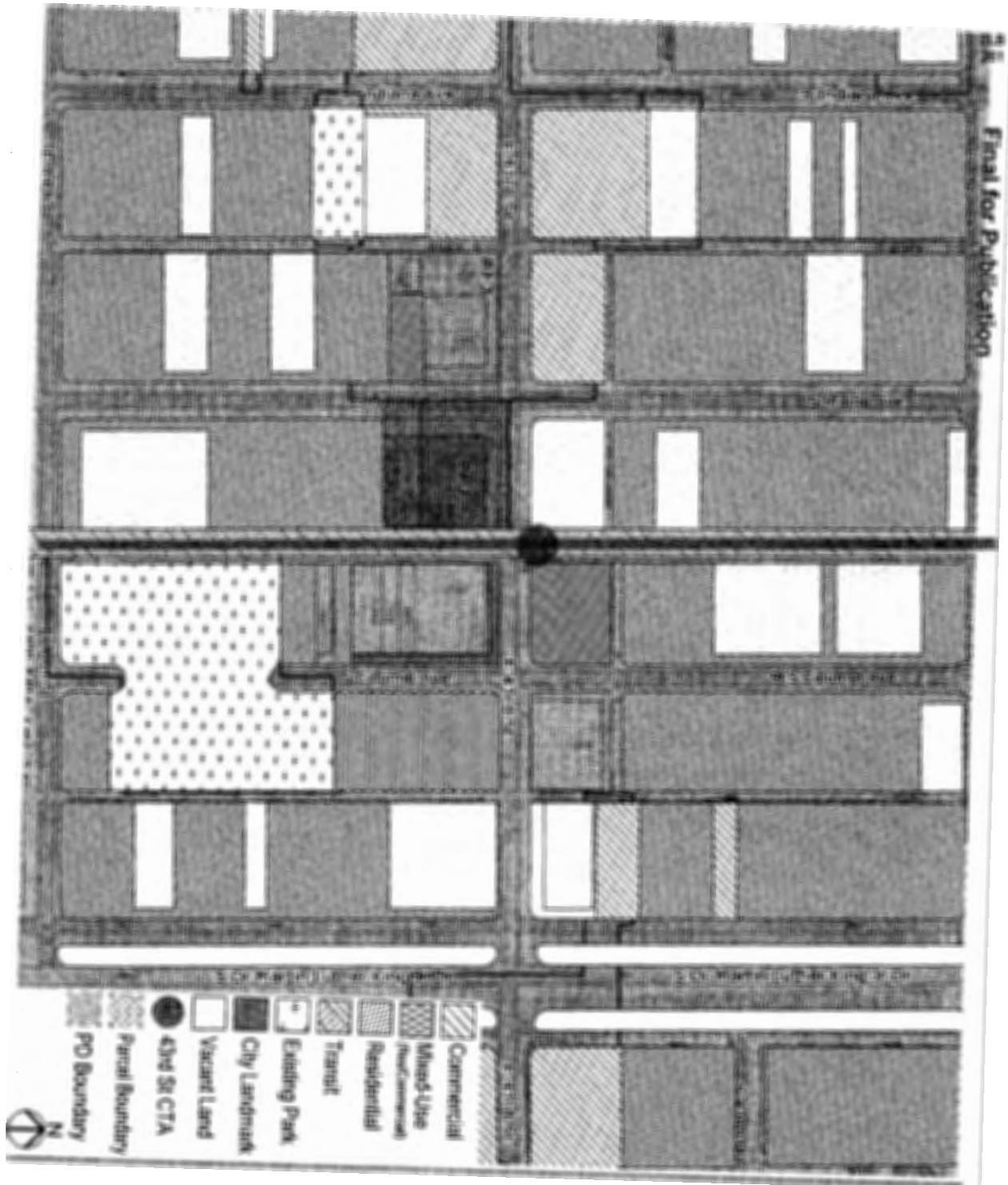


**Existing Zoning Map** Drawing Scale: NTS  
**LONDON BONE BAKER ARCHITECTS**  
**MOODY NOLAN**  
**BEEHYVE**

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**Applicant: 43 GREEN JV LLC**  
**Project Address: 301-313 E. 43 Street &**  
**4301-4313 S. Prairie Avenue**

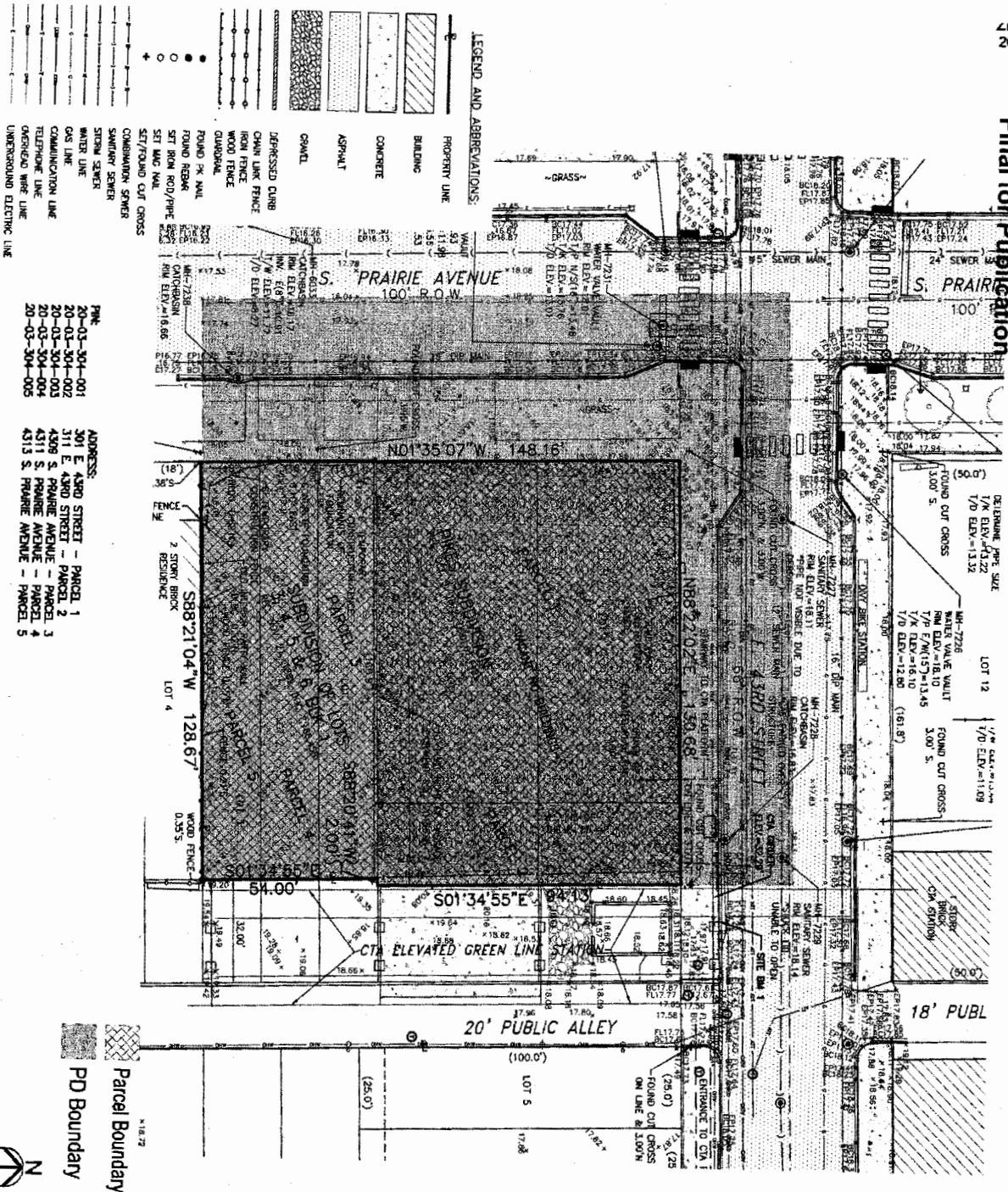
Introduction: April 27, 2022  
 Plan Commission: September 15, 2022



Existing Land Use Map Drawing Scale: NTS  
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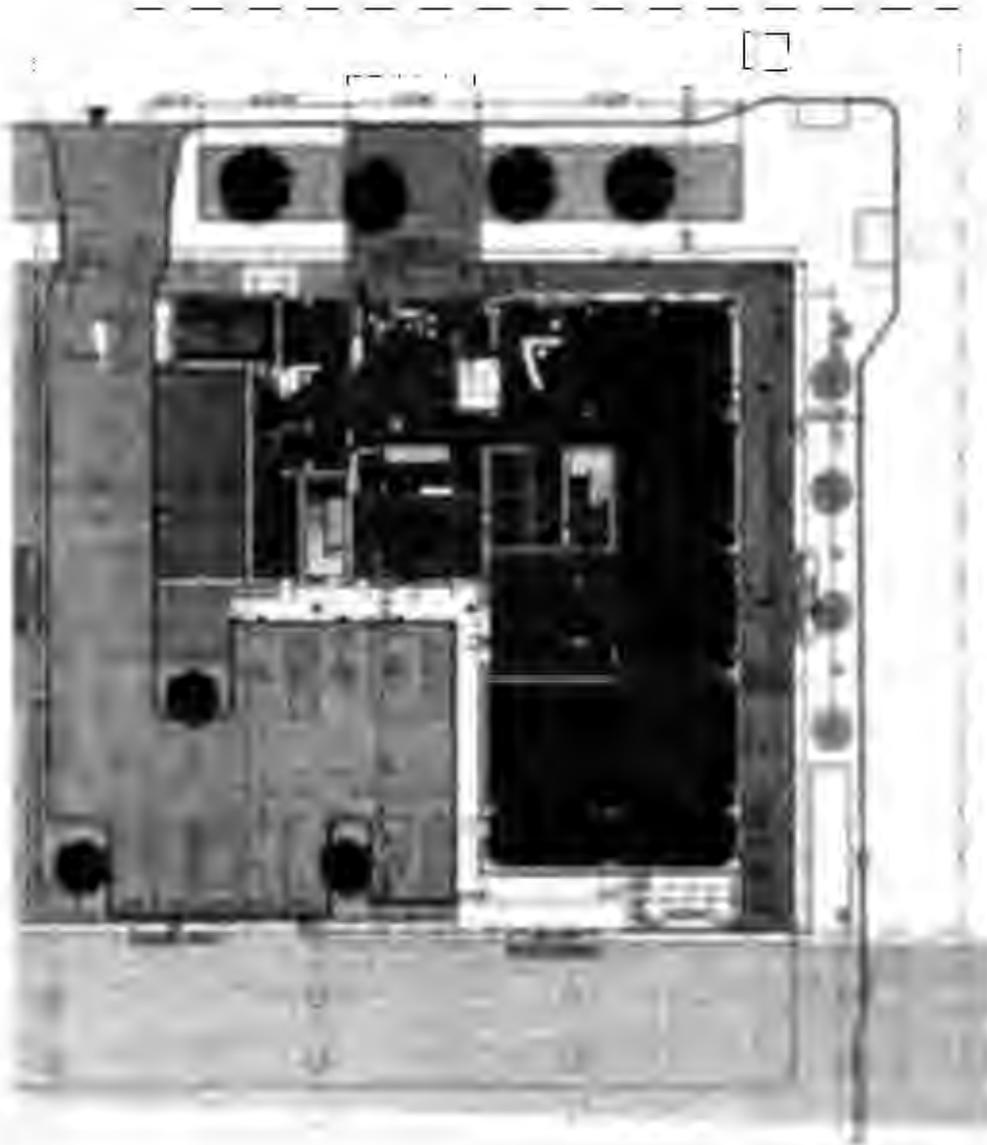
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**PD Boundary & Property Line Map** Drawing Scale: NTS  
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**Site Plan** Drawing Scale: 1" = 30'  
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Applicant: 43 GREEN IV LLC  
Project Address: 301-313 E. 43 Street &  
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## 43 Green Phase II Plant Materials Palette

BOTANICAL NAME	COMMON NAME	SIZE
<i>GRASS PARKWAYS AND TREE PITS</i>		
GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY GINKGO	4" CAL
GYMNOCADUS DIOICUS*	KENTUCKY COFFEE TREE	4" CAL
QUERCUS BICOLOR*	SWAMP WHITE OAK	4" CAL
TAXODIUM DISTICHUM 'SHAWNEE BRAVE'	SHAWNEE BRAVE BALD CYPRESS	4" CAL
<i>LANDSCAPED ISLANDS AND TERRACE</i>		
AESCLULUS FLAVA*	YELLOW BUCKEYE	4" CAL
CELTIS OCCIDENTALIS*	HACKBERRY	4" CAL
QUERCUS MUELENBERGII*	CHINKAPIN OAK	4" CAL
<i>ADDITIONAL PLANT MATERIALS</i>		
<i>ORNAMENTAL TREE</i>		
COTINUS OBOVATUS*	AMERICAN SMOKETREE	3" CAL
CRATAEGUS CRUSGALLI VAR INERMIS*	THORNLESS COCKSPUR HAWTHORN	3" CAL
<i>DECIDUOUS AND EVERGREEN SHRUBS</i>		
CEANOTHUS AMERICANUS*	NEW JERSEY TEA	#5
DIERVILLA 'KODIAK RED'	KODIAK RED DIERVILLA	#5
PRINUS MUGO 'SLOWMOUND'	SLOWMOUND MUGO PINE	#5
ROSA CAROLINA*	PASTURE ROSE	#5
RHUS COPALLINA 'MORTON'	PRAIRIE FLAME SHINING SUMAC	#5
TAXUS MEDIA 'EVERLOW'	EVERLOW YEW	#5
<i>PERENNIALS AND GRASSES</i>		
ALLIUM CERNUM*	NODDING WILD ONION	#1
AMSONIA HUBRICHTII*	NARROW LEAF AMSONIA	#1
BAPTISIA LEUCOPHAEA*	CREAM WILD INDIGO	#1
CELM* 'TRIFOLIUM'	PRAIRIE SNAKE	#1
PSYCHANTHELUM MUTICUM*	BLUNT MOUNTAINMINT	#1
SESLERIA AUTUMNALIS	AUTUMN MOORE GRASS	#1
SPOROBOLUS HETEROLEPSIS*	PRAIRIE DROPSEED	#1
SYMPHYOTRICHUM OBLONGIFOLIUM*	AROMATIC ASTER	#1

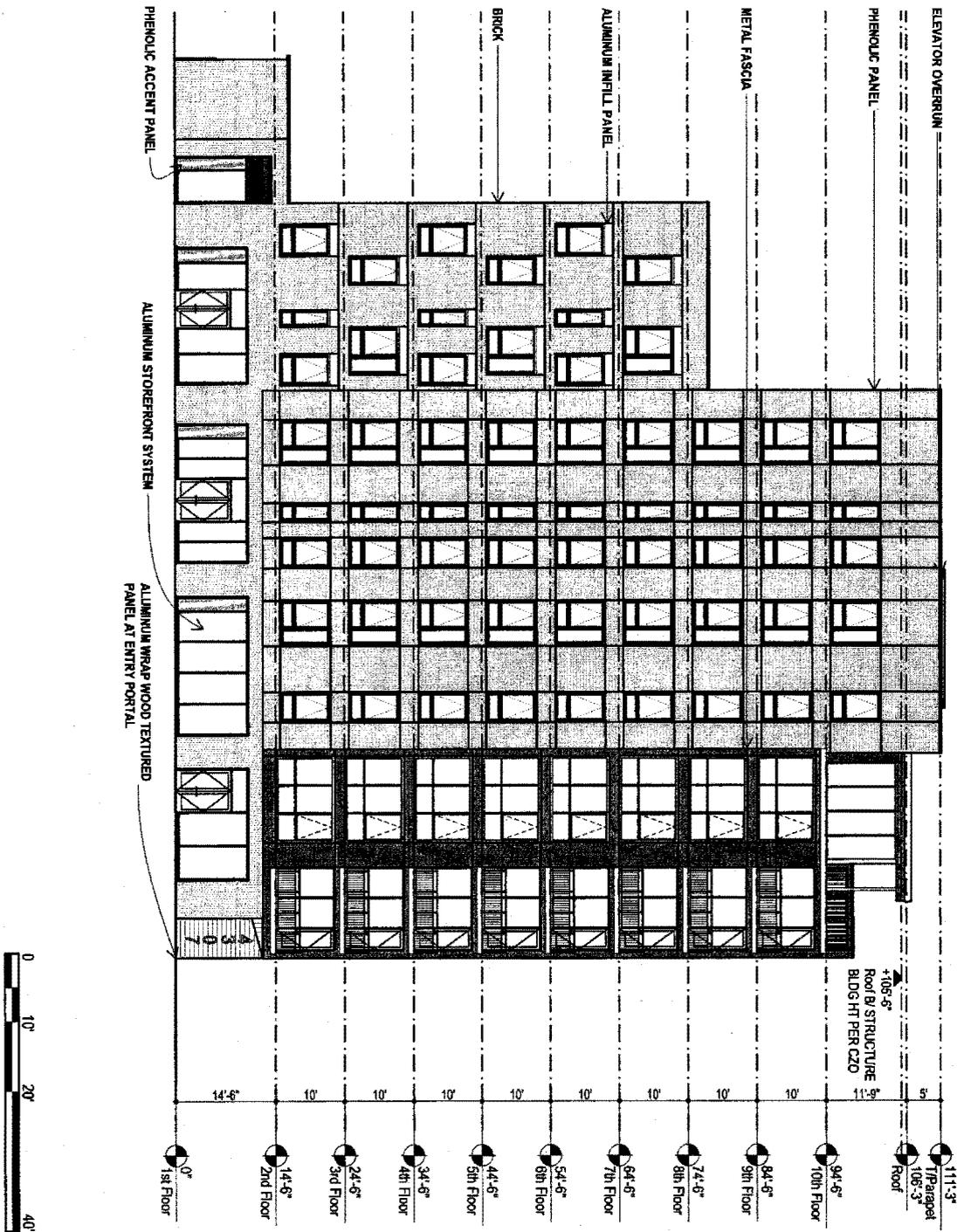
Landscape Plant Materials Drawing Scale: NTS  
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Applicant: 43 GREEN JV LLC  
Project Address: 301-313 E. 43 Street &  
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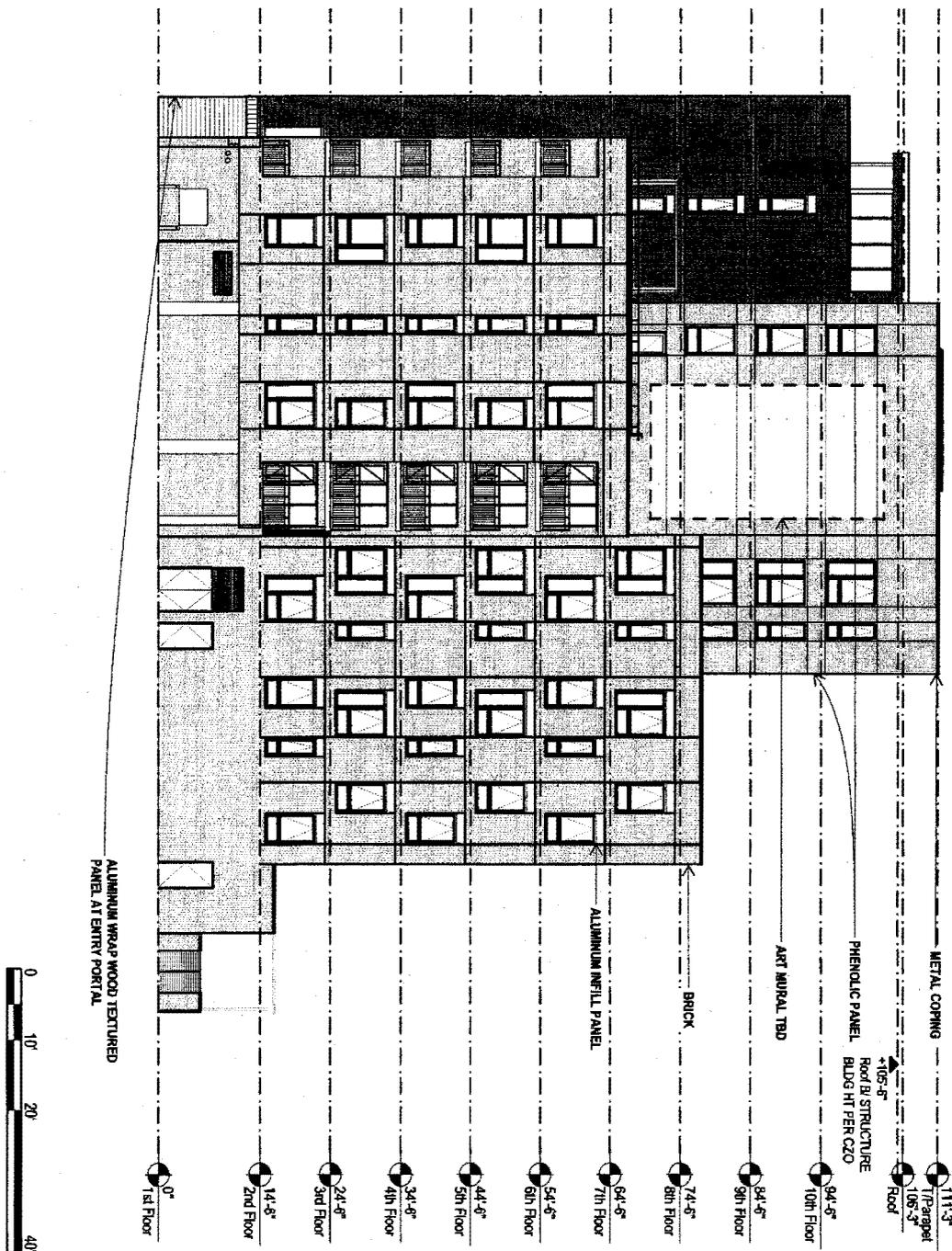
Introduction: April 27, 2022  
Plan Commission: September 15, 2022



North Elevation Drawing Scale: 1" = 20'  
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Applicant: 43 GREEN JV LLC  
 Project Address: 301-313 E. 43 Street &  
 4301-4313 S. Prairie Avenue  
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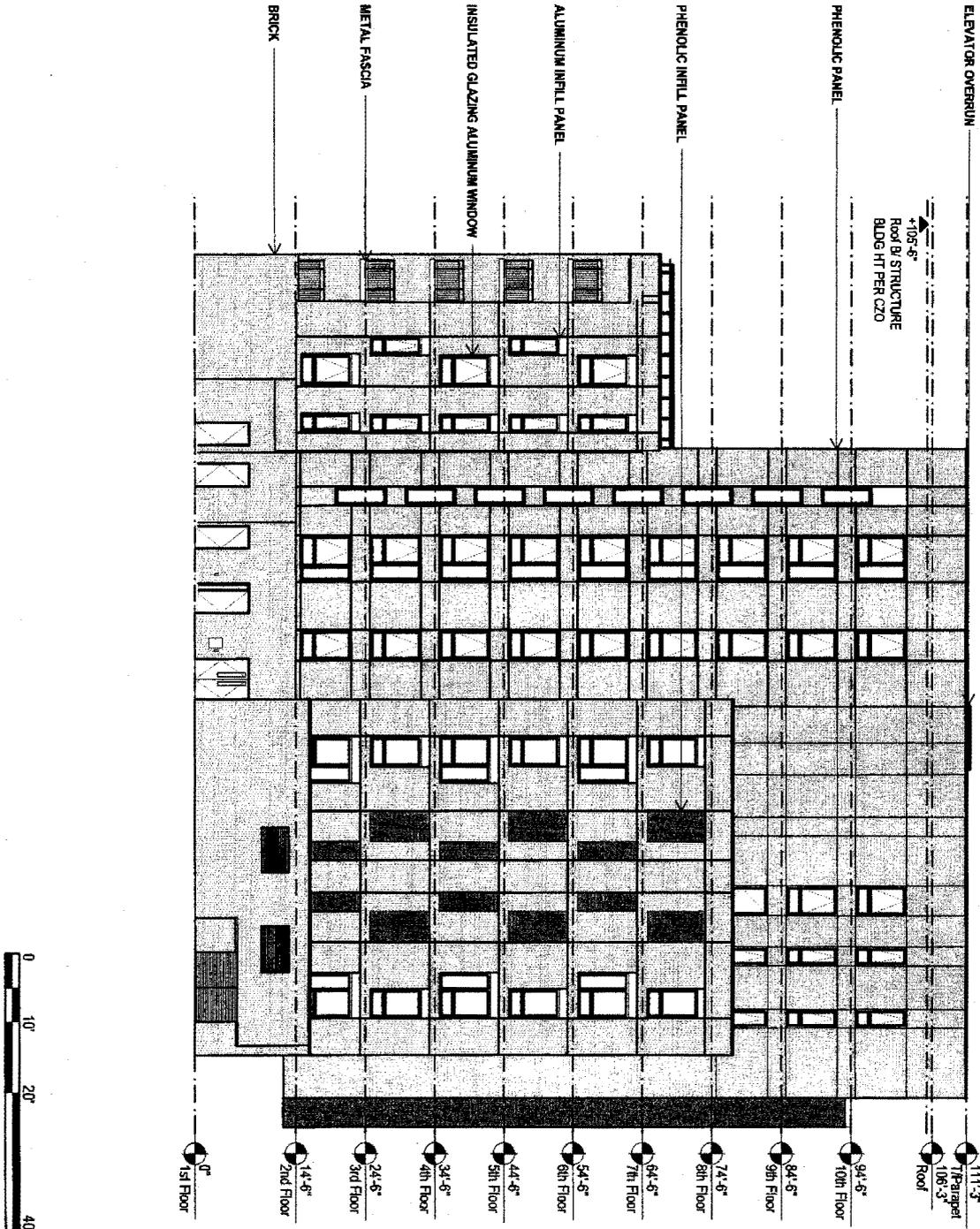


South Elevation (Drawing Scale: 1" = 20')  
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Applicant: 43 GREEN JV LLC  
 Project Address: 301-313 E. 43 Street &  
 4301-4313 S. Prairie Avenue

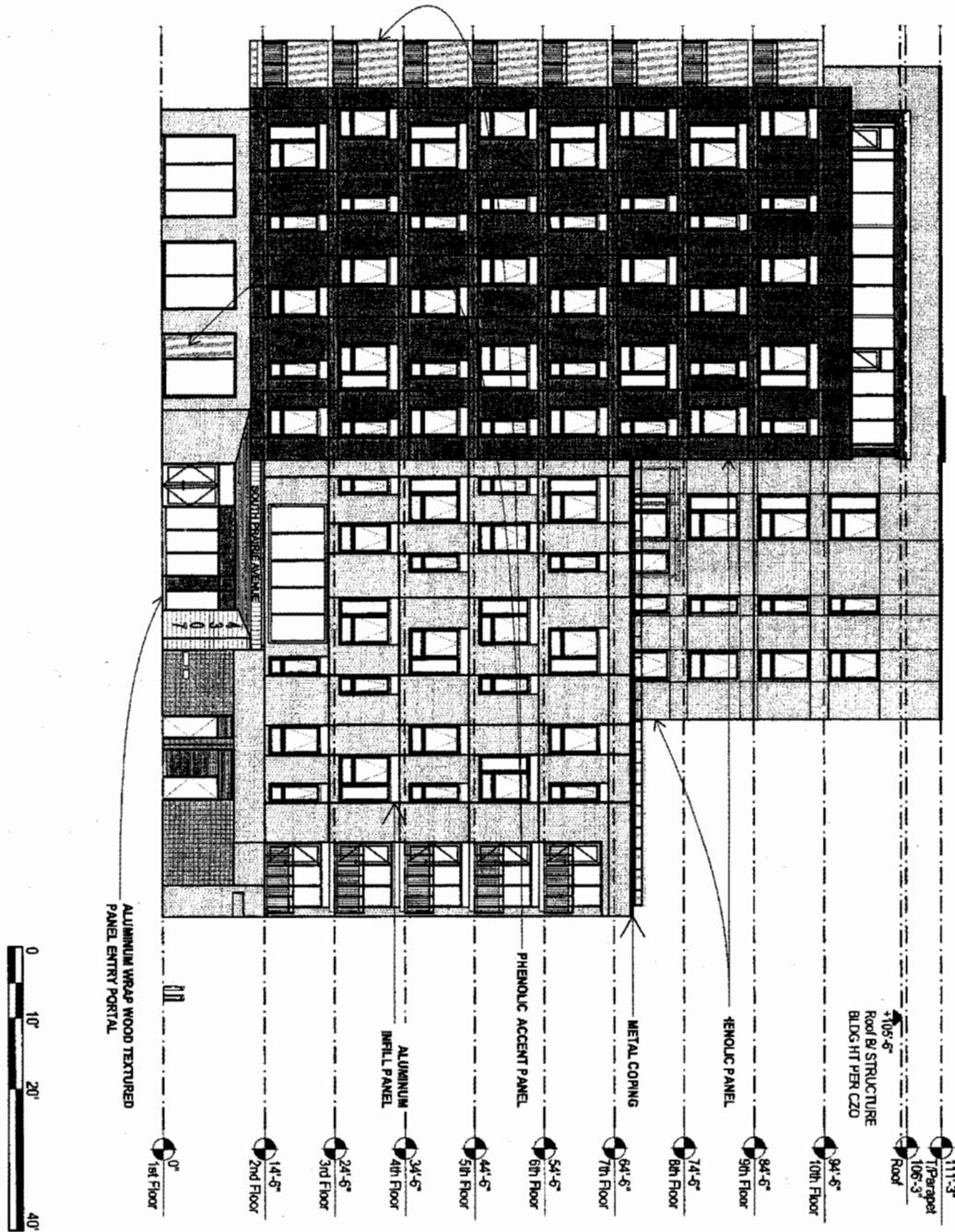
Introduction: April 27, 2022  
 Plan Commission: September 15, 2022



East Elevation Drawing Scale: 1" = 25'  
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Applicant: 43 GREEN JV LLC  
 Project Address: 301-313 E. 43 Street &  
 4301-4313 S. Prairie Avenue  
 Introduction: April 27, 2022  
 Plan Commission: September 15, 2022

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**West Elevation** Drawing Scale: 1" = 25'  
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**Applicant: 43 GREEN JV LLC**  
**Project Address: 301-313 E. 43 Street &**  
**4301-4313 S. Prairie Avenue**

Introduction: April 27, 2022  
 Plan Commission: September 15, 2022

*Reclassification Of Area Shown On Map No. 10-K.*

(Application No. A-8750)

(Common Address: 4401 -- 4431 S. Knox Ave.)

[O2022-1096]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 10-K in the area bounded by:

West 44<sup>th</sup> Street; the right-of-way of The Belt Railroad; a line 342.65 feet south of and parallel to West 44<sup>th</sup> Street; and South Knox 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. 11-F.*

(As Amended)

(Application No. 20753)

(Common Address: 4030 N. Marine Dr./640 W. Irving Park Rd.)

[SO2021-2638]

*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 11-F in the area bounded by:

a line 232.69 feet north of West Irving Park Road; a line 312.96 feet west of North Marine Drive, as measured along the south line of West Bittersweet Place; West Bittersweet Place; North Marine Drive; West Irving Park Road; and a line 467.54 feet west of North Marine Drive, as measured along the north line of West Irving Park Road,

to those of an RM6 Residential Multi-Unit District which is hereby established in the area described above.

SECTION 2. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the current RM6 Residential Multi-Unit District symbols and indications as shown on Map Number 11-F in the area bounded by:

a line 232.69 feet north of West Irving Park Road; a line 312.96 feet west of North Marine Drive, as measured along the west line of North Marine Drive at its intersection with the south line of West Bittersweet Place; West Bittersweet Place; North Marine Drive; West Irving Park Road; and a line 467.54 feet west of North Marine Drive, as measured along the west line of North Marine Drive at its intersection with the north line of West Irving Park Road,

to those of a Residential Planned Development, which is hereby established in the area described above.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential Planned Development Statements.*

1. The area delineated herein as Residential Planned Development Number \_\_\_\_\_ ("Planned Development"), consists of approximately 143,536.76 square feet of property which is depicted on the attached Planned Development Boundary, Property Line and Subarea Map ("Property") and is owned or controlled by the Applicant, KGiles LLC, Inc.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assignees or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

All exterior pedestrian connections, as indicated on the Right-of-Way Adjustment Map, if any, throughout the site will remain open to the public and accessible during the typical Chicago Park District hours of operation, which are currently from 6:00 A.M. to 11:00 P.M. daily.

The Department of Transportation reserves the right to remove the standing zone depicted on the approved site plan, if necessary, to implement changes pursuant to future streetscape design changes for the area.

4. This plan of development consists of sixteen (16) Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; a Planned Development Boundary, Property Line and Subarea Map; a Site/Landscape Plan; and Subarea B Building Elevations submitted herein. No significant modifications of the exterior of the Subarea A Building is anticipated as the building is a Chicago landmark. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.
5. The following uses are permitted in the area delineated herein as a Residential Planned Development:  

Subarea A:

Residential units; accessory and non-accessory parking and accessory uses.

Subarea B:

Residential units; elderly housing, assisted living and accessory and non-accessory parking and accessory uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The Applicant acknowledges and agrees that the rezoning of the Property from an RT4 Residential Two-Flat, Townhouse and Multi-Unit District, to an RM6 Residential Multi-Unit District, and then to this Residential Planned Development ("P.D.") Number \_\_\_\_\_ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "community preservation area" within the meaning of the ARO and permits the construction of 245 dwelling units in Subarea A and 100 dwelling units in Subarea B. The Applicant intends to rehabilitate an existing building to contain 245 rental units within Subarea A and a senior building with 100 rental senior independent living dwelling units in Subarea B (collectively the "Project").

Developers of rental projects in community preservation areas must provide between 10 percent and 20 percent of the units in the residential development as affordable units, depending on the average depth of affordability provided, as described in subsection (F)(2) of the ARO. Regardless of the applicable percentage of affordable units in the rental project, developers must construct at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of their affordable housing obligation through: (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant has elected the 20 percent option as set forth in the chart in subsection (F)(2) of the ARO. As a result, the Applicant's affordable housing obligation is 69 affordable units (20 percent of 345), with the ARO units being calculated by subarea based on the number of total dwelling units within each subarea, and half of those affordable units are Required Units. The Applicant has agreed to satisfy its affordable housing obligation by providing all 69 affordable units in the rental buildings in the P.D., as set forth in the Affordable Housing Profile Form (AHP) attached hereto. The Applicant agrees that the affordable rental units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income (AMI), as updated annually, provided that (x) the maximum income level for any affordable unit may not exceed 80 percent of the AMI, (y) at least one-third (or 23) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 4 of the 23 units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, such as locating affordable units off-site instead of on-site or changing the target affordability level after the passage of this P.D., DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement ("IHA") in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant

acknowledges and agrees that the IHA will be recorded against each subarea of the P.D. and will constitute a lien against such property. The Commissioner of DOH may enforce remedies for any breach of this Statement 8, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

9. Upon review and determination, "Part II review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A of the Zoning Ordinance, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. For improvements within the Planned Development, the Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable

Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.

15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the city approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and \*(ii) 50 percent city resident hiring (measured against the total construction work hours for the improvements or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for improvements or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the improvements or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

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\* Editor's Note: Numbering sequence error; (i) missing in original document.

16. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Commissioner of the Department of Planning and Development shall initiate a zoning map amendment to rezone the Property to an RM6 Residential Multi-Unit District.

[Existing Zoning Map; Existing Land-Use Map; Property Line and Subarea Map; Site Plan; Landscape Plan; North, South, East and West Building Elevations; and Existing and Proposed Exterior Elevations referred to in these Plan of Development Statements printed on pages 52335 through 52350 of this *Journal*.]

Bulk Regulations and Data Table and ARO Affordable Housing Profile Form (AHP) referred to in these Plan of Development Statements read as follows:

*Residential Planned Development.*

*Bulk Regulations And Data Table.*

Net Site Area:	143,536.76 square feet
Subarea A:	100,158.65 square feet
Subarea B:	43,378.11 square feet
Area remaining in this public right-of-way:	35,746.77 square feet
Subarea A:	33,676.77 square feet
Subarea B:	2,070.00 square feet
Gross Site Area:	179,283.53 square feet
Subarea A:	133,835.42 square feet
Subarea B:	45,448.11 square feet
Maximum Floor Area Ratio:	3.03
Subarea A:	1.58
Subarea B:	6.38

**Maximum Number Of Dwelling Units:**

Subarea A:	245
Subarea B:	192

**Maximum Building Height:**

Subarea A:	55.00 feet (existing)
Subarea B:	250.00 feet (main roof)

**Minimum Number Of Accessory  
Off-Street Parking:**

Subarea A:	17
Subarea B:	56

**Maximum Number Of Non-Accessory Parking:**

Subarea A:	5
Subarea B:	40

**Minimum Number Of Off-Street Loading Berths:**

Subarea A:	1
Subarea B:	1

**Minimum Number Of Bicycle Parking Spaces:**

Subarea A:	145
Subarea B:	89

**Minimum Setbacks From Property Line:**

In accordance with the  
Site Plan

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2

**ARO Affordable Housing Profile Form (AHP)**

Submit this form for projects that are subject to the ARO or Pilsen/Little Village Pilot Ordinances. More information is online at [www.cityofchicago.gov/ARO](http://www.cityofchicago.gov/ARO). Submit the completed form to the Department of Housing (DOH), 121 N LaSalle Street, 10th Floor, Chicago, IL 60602.  
**E-mail: [ARO@cityofchicago.org](mailto:ARO@cityofchicago.org)**

Date: 6-29-22

**DEVELOPMENT INFORMATION**

Development Name: Immaculata Redevelopment

Development Address: 4030 N. Marine Drive

Zoning Application Number, if applicable: 20753

Ward: 46th

If you are working with a Planner at the City, what is his/her name? Cynthia Roubik

- Type of City Involvement** *check all that apply*
- City Land
  - Financial Assistance
  - Zoning increase
  - Planned Development (PD)
  - Transit Served Location (TSL) project

**REQUIRED ATTACHMENTS:** the AHP will not be reviewed until all required docs are received

- ARO Web Form completed and attached - or submitted online on
- ARO "Affordable Unit Details and Square Footage" worksheet completed and attached (*Excel*)
- TBD If ARO units proposed, Dimensioned Floor Plans with affordable units highlighted are attached (*pdf*)
- If ARO units proposed are off-site, required attachments are included (see next page)
- If ARO units are CHA/Authorized Agency units, signed acceptance letter is attached (*pdf*)

**DEVELOPER INFORMATION**

Developer Name KGiles LLC, Inc.

Developer Contact Keith Giles

Developer Address 1030 W. Chicago Ave., 3rd FL, Chicago, IL 60642

Email [rolando@acostaegzur.com](mailto:rolando@acostaegzur.com)

Developer Phone

Attorney Name Rolando R. Acosta

Attorney Phone 312-636-6937

**TIMING**

Estimated date marketing will begin Spring 2024

Estimated date of building permit\* January 2023

Estimated date ARO units will be complete Spring /Summer 2024

\*the in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

**PROPOSED UNITS MEET REQUIREMENTS** (to be executed by Developer & ARO Project Manager)

  
\_\_\_\_\_  
Developer or their agent

7.1.22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ARO Project Manager, DOH

06/30/2022  
\_\_\_\_\_  
Date

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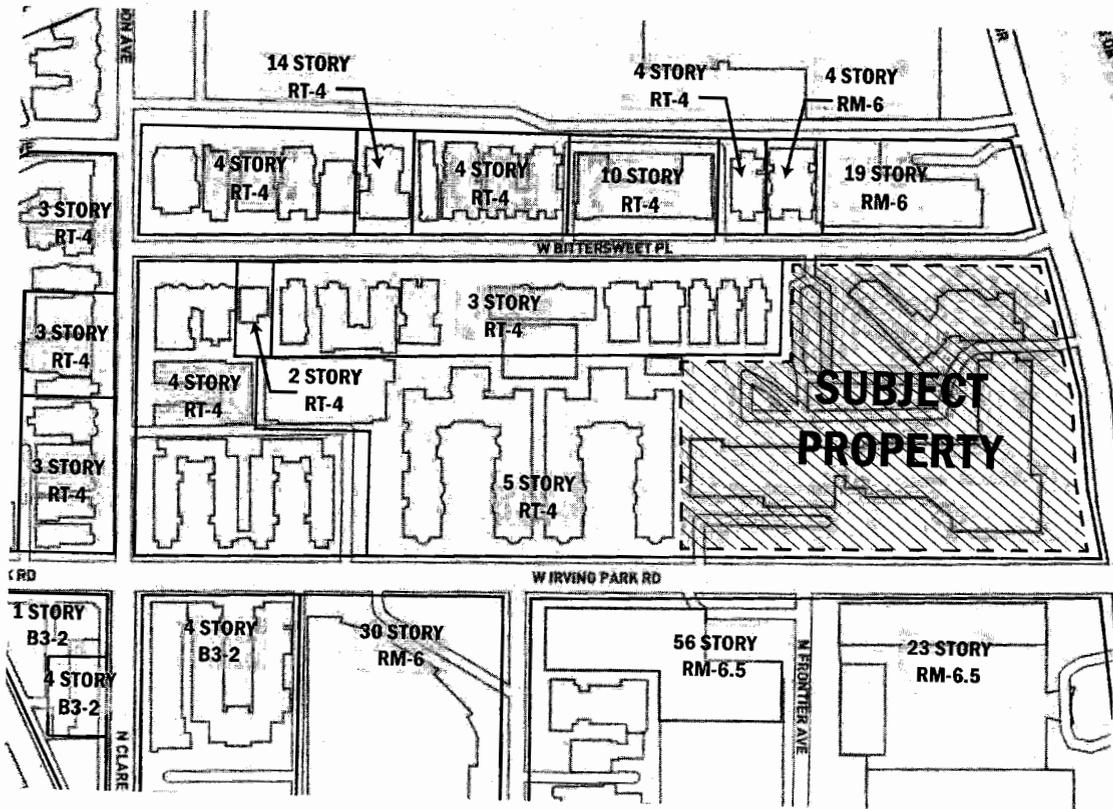
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EXISTING ZONING MAP

**PERKINS EASTMAN**

Applicant: KGiles LLC, Inc.  
Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
Intro Date: July 23, 2021  
Plan Commission Date: July 21, 2022

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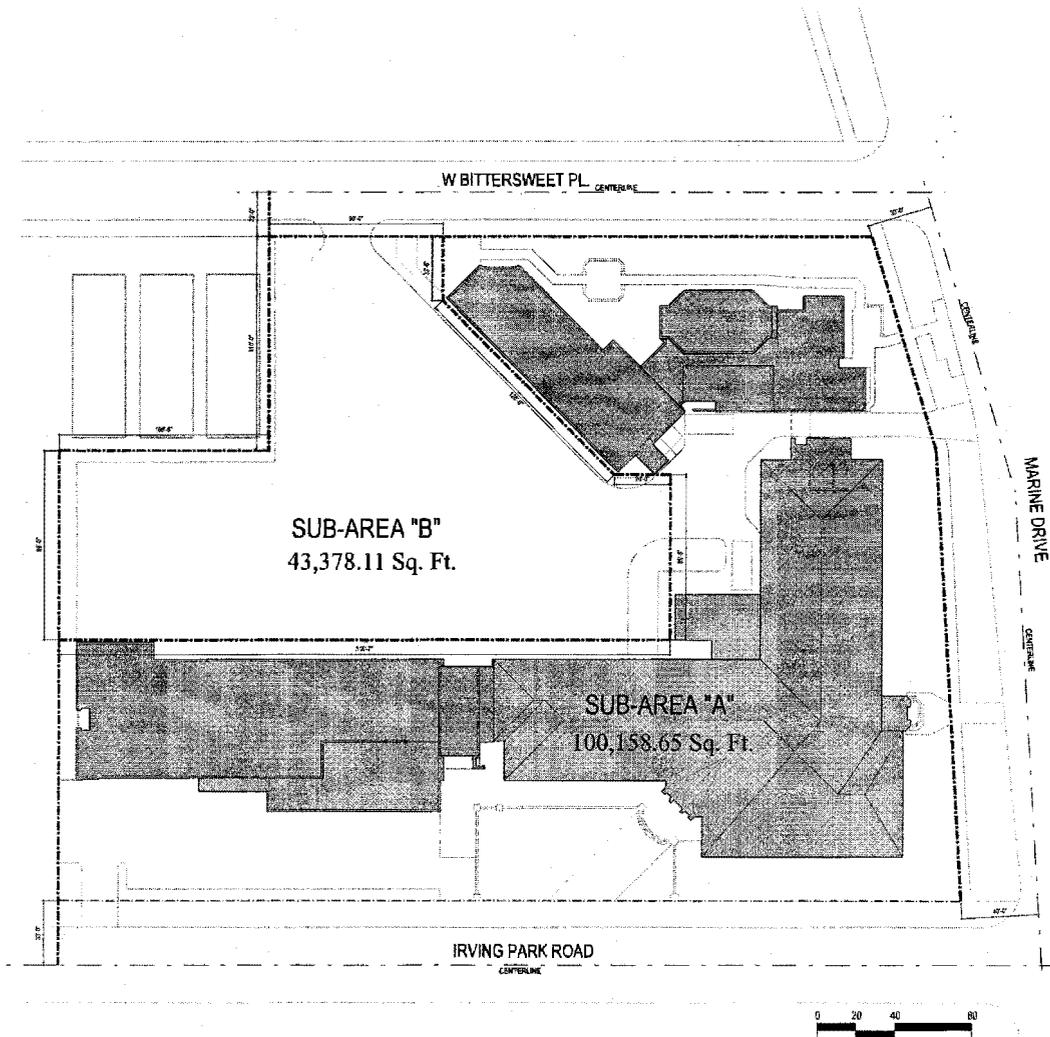
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EXISTING LAND USE MAP

PERKINS EASTMAN

Applicant: KGiles LLC, Inc.  
 Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
 Intro Date: July 23, 2021  
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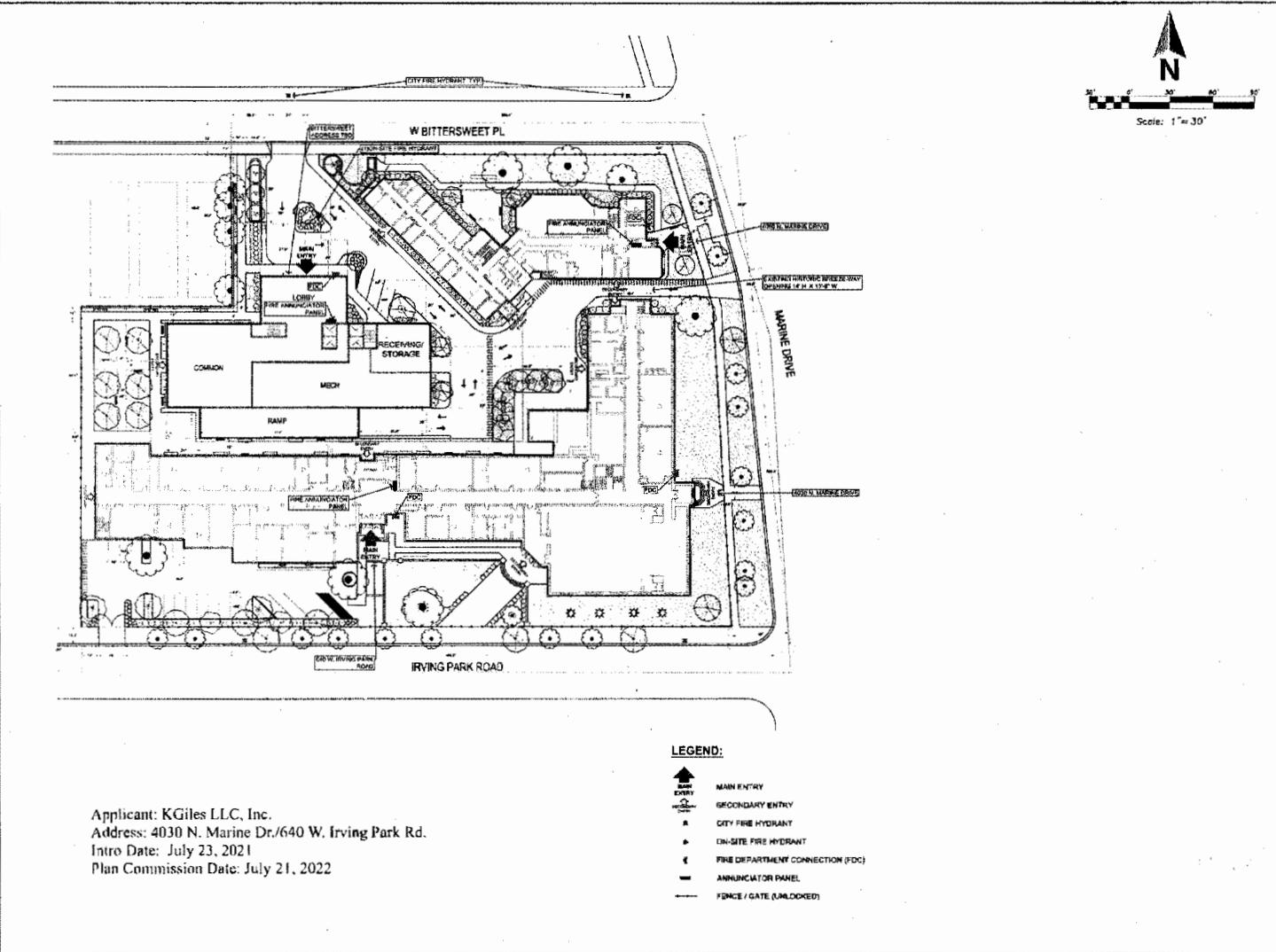


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PLANNED DEVELOPMENT BOUNDARY,  
PROPERTY LINE, & SUB-AREA MAP

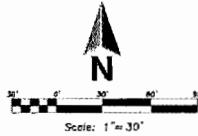
**PERKINS EASTMAN**

Applicant: KGiles LLC, Inc.  
Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
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- LEGEND:**
- MAIN ENTRY
  - SECONDARY ENTRY
  - CITY FIRE HYDRANT
  - ON-SITE FIRE HYDRANT
  - FIRE DEPARTMENT CONNECTION (FDC)
  - ANNUNCIATOR PANEL
  - FENCE / GATE (UNLOCKED)



**IMMACULATA REDEVELOPMENT PROJECT**  
 640 W. IRVING PARK ROAD  
 CHICAGO, ILLINOIS

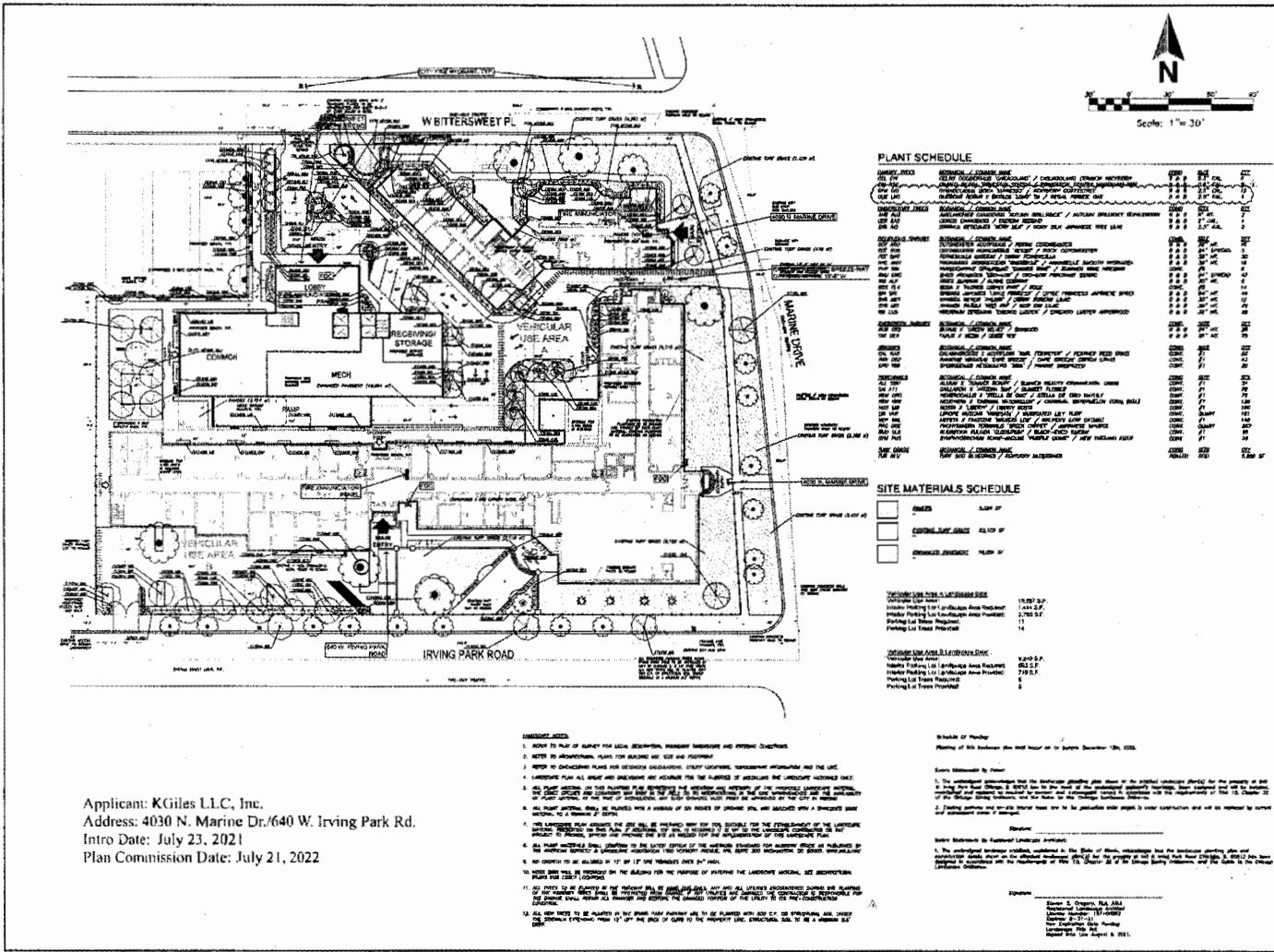
Revised to Date

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04/10/2021	04/10/2021	CITY AND AGENCY COMMENTS
05/10/2021	05/10/2021	CITY AND AGENCY COMMENTS
06/10/2021	06/10/2021	CITY AND AGENCY COMMENTS
07/10/2021	07/10/2021	CITY AND AGENCY COMMENTS
08/10/2021	08/10/2021	CITY AND AGENCY COMMENTS
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11/10/2021	11/10/2021	CITY AND AGENCY COMMENTS
12/10/2021	12/10/2021	CITY AND AGENCY COMMENTS

Sheet Title: **SITE PLAN**

Sheet No: **S100**

Final for Publication



Applicant: KGiles L.L.C., Inc.  
 Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
 Intro Date: July 23, 2021  
 Plan Commission Date: July 21, 2022

**PLANT SCHEDULE**

PLANT	QUANTITY	REMARKS
1.00	10	PLANT SCHEDULE
...	...	...

**SITE MATERIALS SCHEDULE**

ITEM	QUANTITY	REMARKS
1.00	10	SITE MATERIALS SCHEDULE
...	...	...

- LANDSCAPE NOTES**
1. REFER TO PLAN OF SURVEY FOR LEGAL DESCRIPTION, PROPERTY DIMENSIONS AND OTHER INFORMATION.
  2. REFER TO ARCHITECTURAL PLANS FOR BUILDING AND SITE AND FINISHES.
  3. REFER TO ENGINEERING PLANS FOR UTILITY INFORMATION, STREET LIGHTING, TRANSPORTATION INFORMATION AND THE LIKE.
  4. LANDSCAPE PLAN ALL NOTES AND DIMENSIONS ARE MEASURED FROM THE FACE OF BUILDINGS UNLESS OTHERWISE NOTED.
  5. ALL PLANT MATERIALS TO BE PLANTED SHALL BE THE SPECIES AND CULTIVARS LISTED IN THE LANDSCAPE PLAN UNLESS OTHERWISE NOTED.
  6. ALL PLANT MATERIALS SHALL BE PLANTED WITH A MINIMUM OF SIX INCHES OF PROTECTIVE SOIL AND MULCHED WITH A ONE-INCH DEEP MULCH AS A METHOD OF CARE.
  7. THE LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH ONE INCH OF TOP SOIL FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIALS LISTED THEREIN. THE LANDSCAPE PLAN ASSUMES THE SITE WILL BE PREPARED WITH ONE INCH OF TOP SOIL FOR THE ESTABLISHMENT OF THE LANDSCAPE MATERIALS LISTED THEREIN.
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  9. ALL NOTES SHALL BE REPORTED BY THE BIDDERS FOR THE PURPOSE OF PREPARING THE LANDSCAPE MATERIALS LISTED THEREIN.
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  12. ALL NOTES SHALL BE REPORTED BY THE BIDDERS FOR THE PURPOSE OF PREPARING THE LANDSCAPE MATERIALS LISTED THEREIN.



**IMMACULATA REDEVELOPMENT PROJECT**  
 640 W. IRVING PARK ROAD  
 CHICAGO, ILLINOIS

Revision by Date

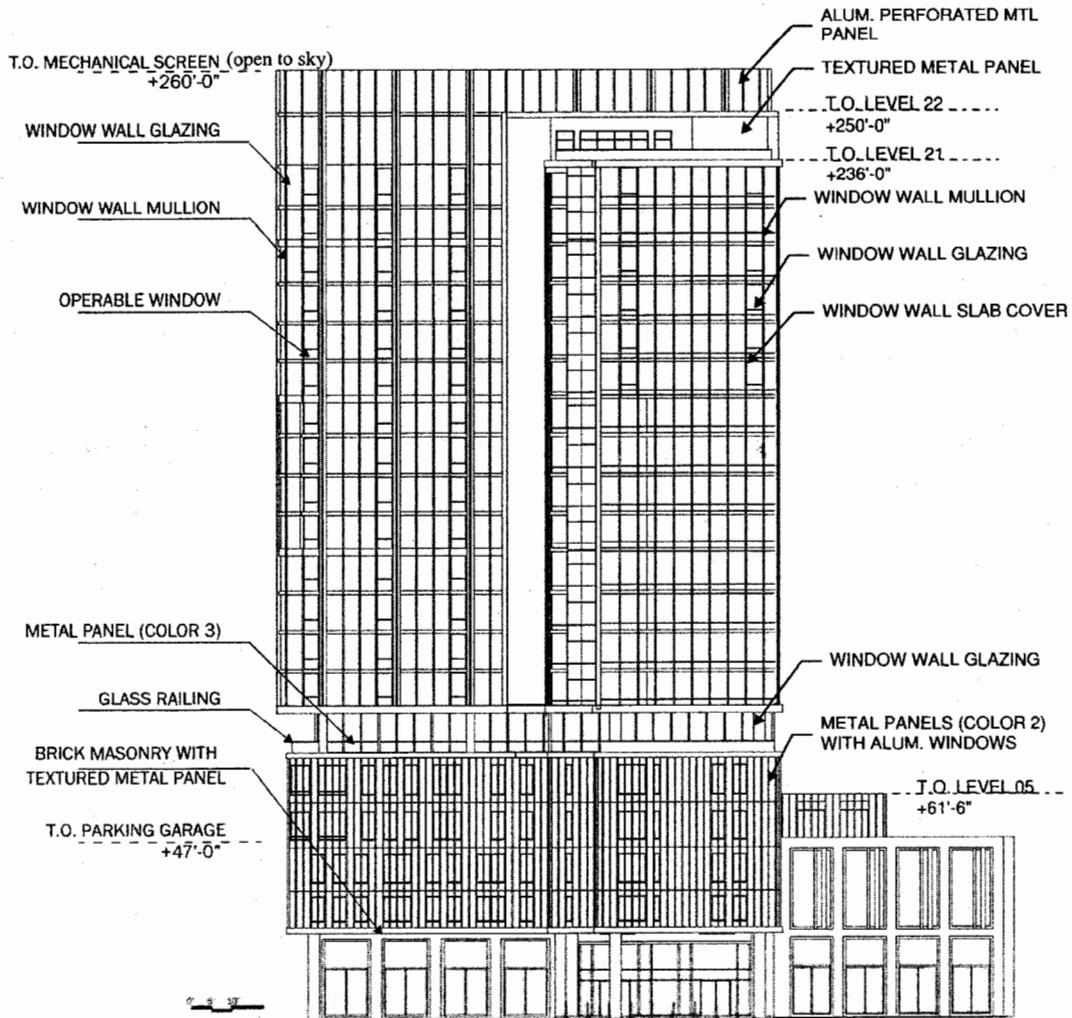
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5	07/23/2021	ISSUED FOR PERMITS
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28	07/23/2021	ISSUED FOR PERMITS
29	07/23/2021	ISSUED FOR PERMITS
30	07/23/2021	ISSUED FOR PERMITS

**LANDSCAPE PLAN**

L100

Final for Publication

Final for Publication



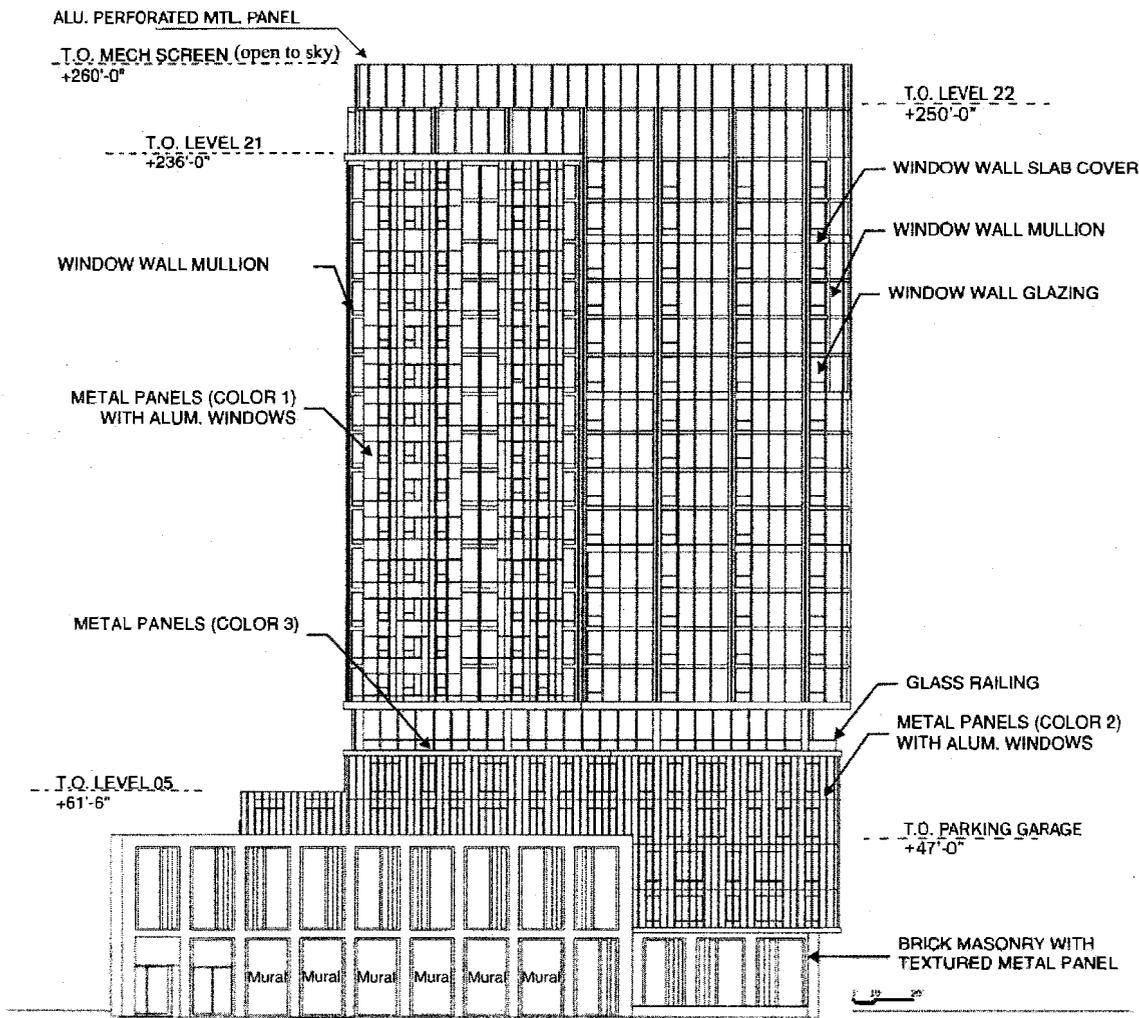
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NORTH ELEVATION

**PERKINS EASTMAN**

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 Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
 Intro Date: July 23, 2021  
 Plan Commission Date: July 21, 2022

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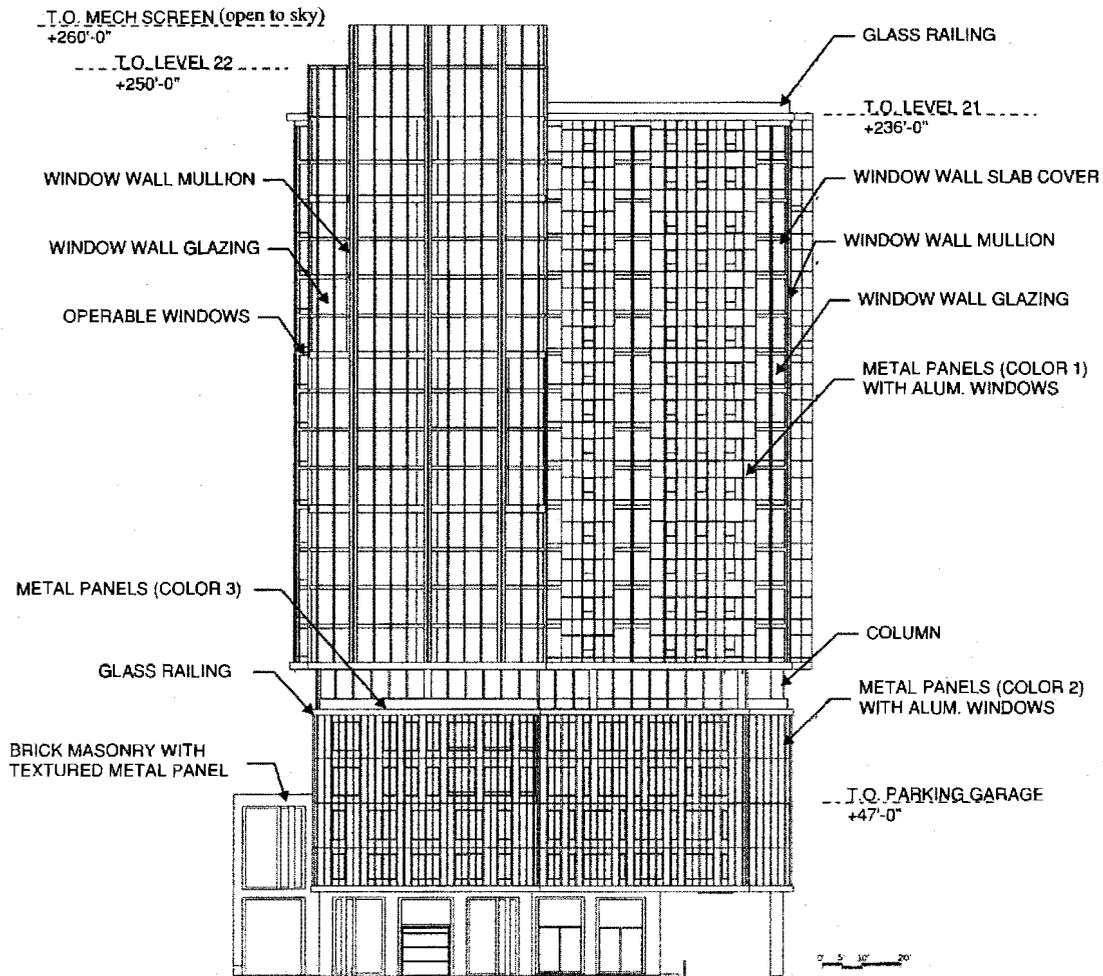
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SOUTH ELEVATION

**PERKINS EASTMAN**

Applicant: KGiles LLC, Inc.  
 Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
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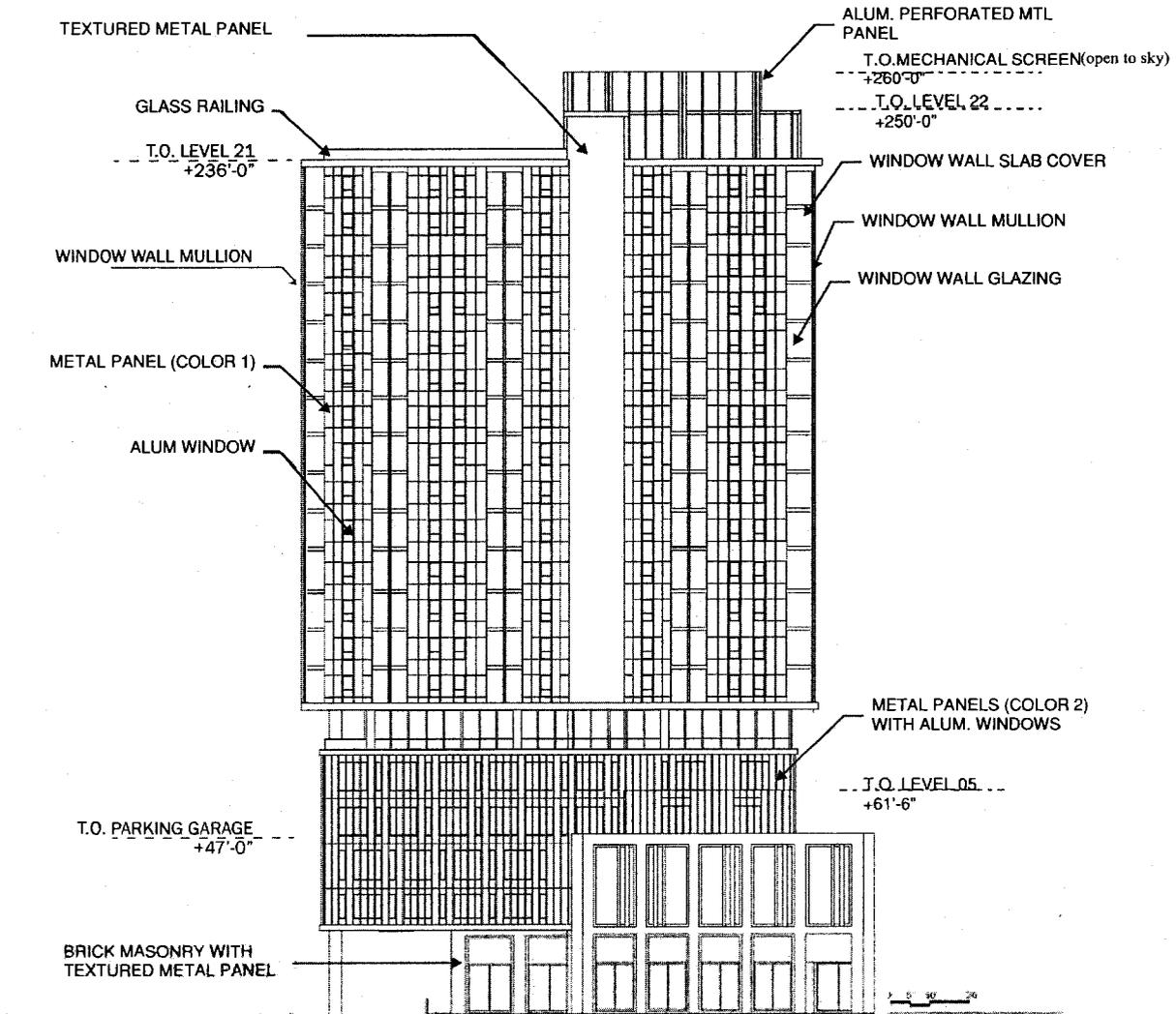
EAST ELEVATION

**PERKINS EASTMAN**

Applicant: KGiles LLC, Inc.  
 Address: 4030 N. Marine Dr./640 W. Irving Park Rd.  
 Intro Date: July 23, 2021  
 Plan Commission Date: July 21, 2022

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288



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WEST ELEVATION

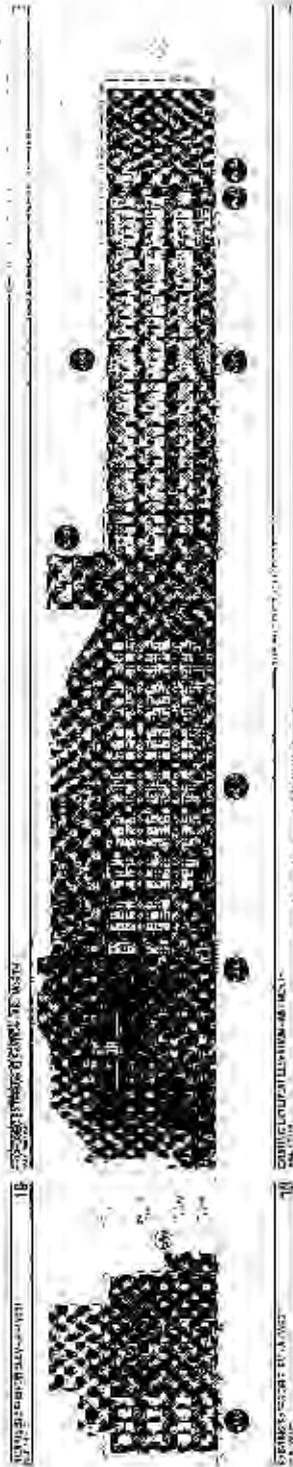
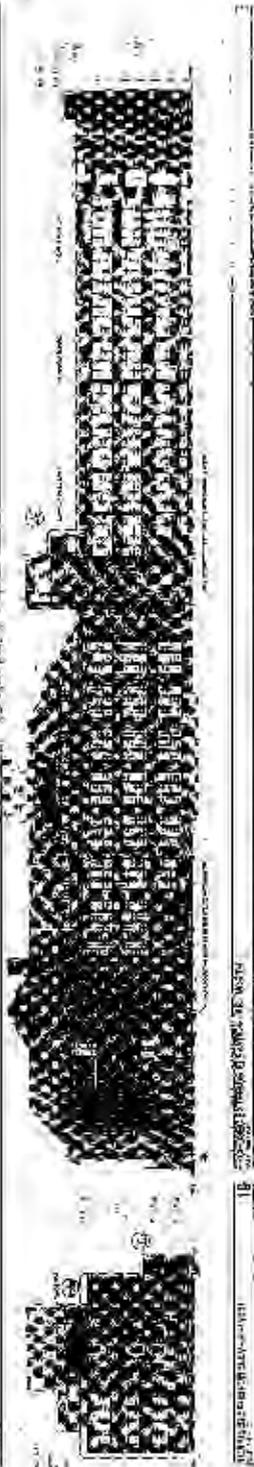
**PERKINS EASTMAN**

Applicant: KGiles LLC, Inc.  
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 Intro Date: July 23, 2021  
 Plan Commission Date: July 21, 2022

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McGraw Hill, LLC  
 12345  
 67890



NOTES

1. FINISHES TO BE DETERMINED BY ARCHITECT.
2. FINISHES TO BE DETERMINED BY ARCHITECT.
3. FINISHES TO BE DETERMINED BY ARCHITECT.
4. FINISHES TO BE DETERMINED BY ARCHITECT.
5. FINISHES TO BE DETERMINED BY ARCHITECT.

McGraw Hill, LLC  
 12345  
 67890

Architect: McGraw Hill, LLC, Inc.  
 Address: 12345 Main Street, New York, NY 10001  
 Date: July 23, 2021  
 Project: McGraw Hill, LLC, Inc.





Final for Publication

EBbles, LLC  
714 N. 27th  
Chicago, IL 60640  
773.327.1111



PHOTOGRAPHIC SAMPLE - 10

PHOTOGRAPHIC SAMPLE - 11

PHOTOGRAPHIC SAMPLE - 12

PHOTOGRAPHIC SAMPLE - 13



PHOTOGRAPHIC SAMPLE - 14

PHOTOGRAPHIC SAMPLE - 15

PHOTOGRAPHIC SAMPLE - 16

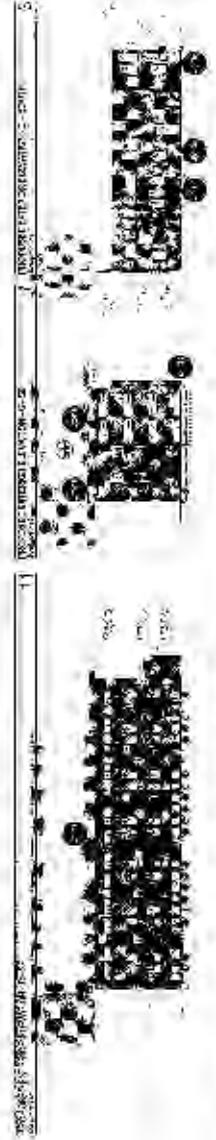
PHOTOGRAPHIC SAMPLE - 17



Applicant: EBbles, LLC, Inc.  
Address: 4020 S. Chicago Drive-40 W. Irving Park Rd.  
Suite D386, July 21, 2021  
Plan Commission Date: July 21, 2022

APPLICANT: EBbles, LLC  
PROJECT: 4020 S. CHICAGO DRIVE-40 W. IRVING PARK RD. SUITE D386  
DATE: JULY 21, 2021  
PLAN COMMISSION DATE: JULY 21, 2022

Final for Publication

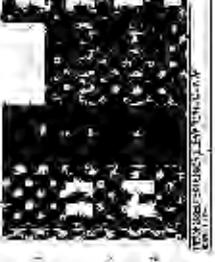
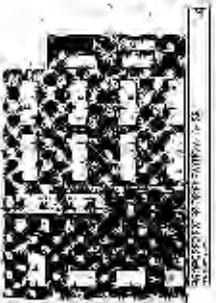


Applicant: Killing LLC  
Address: 3030 N. Marine Dr./280 N. Irving Park Rd.  
Image Date: July 21, 2021  
Photo Submission Date: July 21, 2022

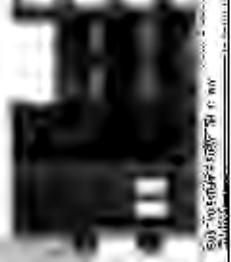
AK 205

Final for Publication

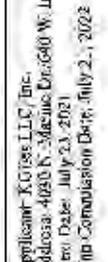
AGILES, LLC  
AGILES, LLC  
1000 N. LAKE ST. SUITE 200  
CHICAGO, IL 60610



AGILES, LLC  
AGILES, LLC  
1000 N. LAKE ST. SUITE 200  
CHICAGO, IL 60610



AGILES, LLC  
AGILES, LLC  
1000 N. LAKE ST. SUITE 200  
CHICAGO, IL 60610



AGILES, LLC  
AGILES, LLC  
1000 N. LAKE ST. SUITE 200  
CHICAGO, IL 60610

Agiles-Krivos LLC, Inc.  
Address: 4090 N. Marine Dr. 640 W. Irving Park Rd.  
Issue Date: July 23, 2021  
Plan Compilation Date: July 23, 2022

*Reclassification Of Area Shown On Map No. 11-H.*  
(Application No. 21097)  
(Common Address: 4160 N. Lincoln Ave.)

[O2022-2419]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the B1-2 Neighborhood Shopping Zoning District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 45 feet southeasterly of West Berteau Avenue, as measured along the southwest line of North Lincoln Avenue and perpendicular thereto; North Lincoln Avenue; a line 70 feet southeasterly of West Berteau Avenue, as measured along the southwest line of North Lincoln Avenue and perpendicular thereto; and the alley next southwest of North Lincoln Avenue,

to those of a C1-2 Neighborhood Commercial Zoning District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 11-H.*  
(Application No. 21091)  
(Common Address: 4709 To 4713 N. Lincoln Ave.)

[O2022-2352]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the B1-1 Neighborhood Shopping District symbols and indications as shown on Map Number 11-H in the area bounded by:

a line 71.20 feet north of and parallel to West Leland Avenue; North Lincoln Avenue; a line 146.20 feet north of and parallel to West Leland Avenue; and the alley next east of North Lincoln Avenue,

to those of a C1-1 Neighborhood Commercial District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 12-I.*

(As Amended)

(Application No. 21090)

(Common Address: 2833 W. 47<sup>th</sup> St., 2749 -- 2757 And 2749 -- 2745 W. 47<sup>th</sup> St. And  
4717 -- 4723 S. California Ave.)

[SO2022-2354]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all of the C3-3 Commercial, Manufacturing and Employment District, B3-1 Community Shopping District and M1-2 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 12-I in the area bounded by:

West 47<sup>th</sup> Street; a line 49.9 feet east of and parallel to South California Avenue; a line 97.85 feet south of and parallel to West 47<sup>th</sup> Street; a line 99.9 feet east of and parallel to South California Avenue; West 47<sup>th</sup> Street; a line 149.9 feet east of and parallel to South California Avenue; a line 97.85 feet south of and parallel to West 47<sup>th</sup> Street; South Fairfield Avenue; a line 273.62 feet south and parallel to West 47<sup>th</sup> Street; a line 127.8 feet west of and parallel to South Fairfield Avenue; a line 249.71 feet south of and parallel to West 47<sup>th</sup> Street; South California Avenue; West 47<sup>th</sup> Place; a line 350 feet west of and parallel to South California Avenue; a line 311 feet south of and parallel to West 47<sup>th</sup> Street; and a line 329 feet west of and parallel to South California Avenue,

to those of a C3-3 Commercial, Manufacturing and Employment District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C3-3 Commercial, Manufacturing and Employment District symbols and indications as shown on Map Number 12-I in the area bounded by:

West 47<sup>th</sup> Street; a line 49.9 feet east of and parallel to South California Avenue; a line 97.85 feet south of and parallel to West 47<sup>th</sup> Street; a line 99.9 feet east of and parallel to South California Avenue; West 47<sup>th</sup> Street; a line 149.9 feet east of and parallel to South California Avenue; a line 97.85 feet south of and parallel to West 47<sup>th</sup> Street; South Fairfield Avenue; a line 273.62 feet south and parallel to West 47<sup>th</sup> Street; a line 127.8 feet west of and parallel to South Fairfield Avenue; a line 249.71 feet south of and parallel to West 47<sup>th</sup> Street; South California Avenue; West 47<sup>th</sup> Place; a line 350 feet west of and parallel to South California Avenue; a line 311 feet south of and parallel to West 47<sup>th</sup> Street; and a line 329 feet west of and parallel to South California Avenue,

to those of Business Planned Development Number \_\_\_\_\_, which is hereby established in the area described above, subject to such use and bulk regulations as are set forth in the Plan of Development herewith attached and made a part thereof and to no others.

SECTION 3. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Planned Development Statements.*

1. The area delineated herein as Planned Development Number (to be determined) ("Planned Development") consists of approximately 236,165 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, Healthy Brighton Title Holding Corporation, an Illinois not-for-profit corporation.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division

of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public ways adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of 17 Statements; a Bulk Regulations Table; an Existing Zoning Map; an Existing Land-Use Map; an Existing Aerial Map; a Planned Development Boundary and Property Line Map; a Subarea Map; Site Plan; Landscape Plan; Landscape Plan Schedules; Building Elevations (North, South, East and West); 3D Massing (Northeast, Southeast and Southwest) prepared by Urban Works and dated August 18, 2022; Sustainable Matrix; Traffic Impact Study prepared by Terra Engineering Ltd. and dated August 18, 2022, and Project Narrative submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. In each of the following subareas, the following uses shall be permitted in this Planned Development:
  - Subarea A:

Medical service; day care (adult); restaurant, limited; outdoor patio (if located at grade level); retail sales, general; and accessory parking.
  - Subarea B:

Medical service; day care (adult); restaurant, limited; outdoor patio (if located at grade level); retail sales, general; and accessory parking.
  - Subarea C:

Accessory parking.
  - Subarea D:

Medical service; office; retail sales, general; and community garden.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 191,925 square feet and a base FAR of 2.0.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.

10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation

Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to (underlying zoning that formed the basis of this Planned Development).
17. Prior to the Part II approval (Section 17-13-0610 of the Chicago Zoning Ordinance) in Subarea D, the Applicant shall submit a site plan, landscape plan and building elevations for the specific subarea(s) for review and approval by the Department of Planning and Development (DPD). Review and approval by DPD is intended to assure that specific development components substantially conform with the Planned Development (P.D.) and to assist the City in monitoring ongoing development. Subarea Site Plan Approval Submittals (Section 17-13-0800) need only include that portion of the Property for which approval is being sought by the Applicant. If the Applicant is seeking approval for a portion of the Property that represents less than an entire subarea, the Applicant shall also include a site plan for that area of the Property which is bounded on all sides by either public rights-of-way or the boundary of the nearest subarea. The site plan provided shall include all dimensioned and planned street rights-of-way.

No Part II approval for any portion of the Property shall be granted until Site Plan approval has been granted. Following approval by DPD, the approved Subarea Site Plan Approval Submittals, supporting data and materials shall be made part of the main file and shall be deemed to be an integral part of the P.D.

After approval of the Subarea Site Plan, changes or modifications may be made pursuant to the provisions of Statement 17. In the event of any inconsistency between approved plans and the terms of the P.D., the terms of the P.D. shall govern. Any Subarea Site Plan Approval Submittals shall, at a minimum, provide the following information:

- fully-dimensioned site plan (including a footprint of the proposed improvements);
- fully-dimensioned building elevations;
- fully-dimensioned landscape plan(s); and
- statistical information applicable to the subject subarea, including floor area, the applicable floor area ratio, uses to be established, building heights and setbacks.

Subarea Site Plan Approval Submittals shall include all other information necessary to illustrate substantial conformance to the P.D.

[Existing Zoning Map; Existing Land-Use Map; Existing Aerial Map; Boundary Map; Subarea Map; Site Plan; Landscape Plan; Landscape Plan Schedules; North, South, East and West Exterior Building Elevations; and Northeast, Southeast and Southwest 3D Massing referred to in these Plan Of Development Statements printed on pages 52361 through 52375 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Business Planned Development No. \_\_\_\_\_.*

*Bulk Regulations And Data Table.*

Gross Site Area (square feet):	236,165
Area of Public Rights-of-Way (square feet) (existing):	44,241
Net Site Area (square feet):	191,924
Subarea A (square feet):	69,758

Subarea B (square feet):	68,962
Subarea C (square feet):	43,620
Subarea D (square feet):	9,584
Maximum Floor Area Ratio:	2.00
Subarea A:	.50
Subarea B:	1.00
Subarea C:	0.00
Subarea D:	2.00
Minimum Setbacks:	
Subareas A and B:	
West 47 <sup>th</sup> Street	14 feet, 8 inches
South California Avenue	8 feet, 7 inches
48 <sup>th</sup> Place	21 feet, 5 <sup>5</sup> / <sub>8</sub> inches
Western boundary	115 feet, 3 inches
Subareas C and D:	
West 47 <sup>th</sup> Street	20 feet, 7 inches
South Fairfield Avenue	6 feet, 0 inches
Southern boundary	8 feet, 3 inches
South California Avenue	6 feet, 0 inches
Minimum Building Height:	
Subarea A:	34 feet to top of parapet wall

Subarea B: 34 feet to top of parapet wall  
 Subarea C: Not applicable  
 Subarea D: Not applicable

Minimum Off-Street Parking Spaces and Loading:

Subarea A:	Cars	Bikes	Loading
TOTAL:	69	18	1

Subarea B:	Cars	Bikes	Loading
TOTAL:	66	14	1

Subarea C:	Cars	Bikes	Loading
TOTAL:	94	0	0

Subarea D:	Cars	Bikes	Loading
TOTAL:	0	0	0

---

Footnote 1: Per the survey, there is 77,223 square feet in the exiting right-of-way adjacent to the Property. The Applicant proposes to dedicate 17,136 square feet of the Property to the existing right-of-way resulting in a total Area of Public Rights-of-Way of 94,359 square feet.

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**EXISTING ZONING MAP**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET 2750-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET; AND 477-4724 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION:

**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
1000 14TH AVENUE SUITE 100  
 CULVER CITY, CA 90230

FINAL FOR PUBLICATION



**EXISTING LAND USE MAP**

4111 S. CAMDEN AVE. (4111 S. CAMDEN AVE. CORNER 41ST ST.)  
 ADDRESS: 2630 W. 47TH STREET, 2759-2767 AND 2769-2775 W. 47TH STREET; AND 4777-4783 S. CALIFORNIA AVENUE  
 PRODUCED: JULY 20, 2022  
 PLAN NUMBER: 19103

**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
 1535 S. CALIFORNIA AVE.  
 CHICAGO, IL 60607

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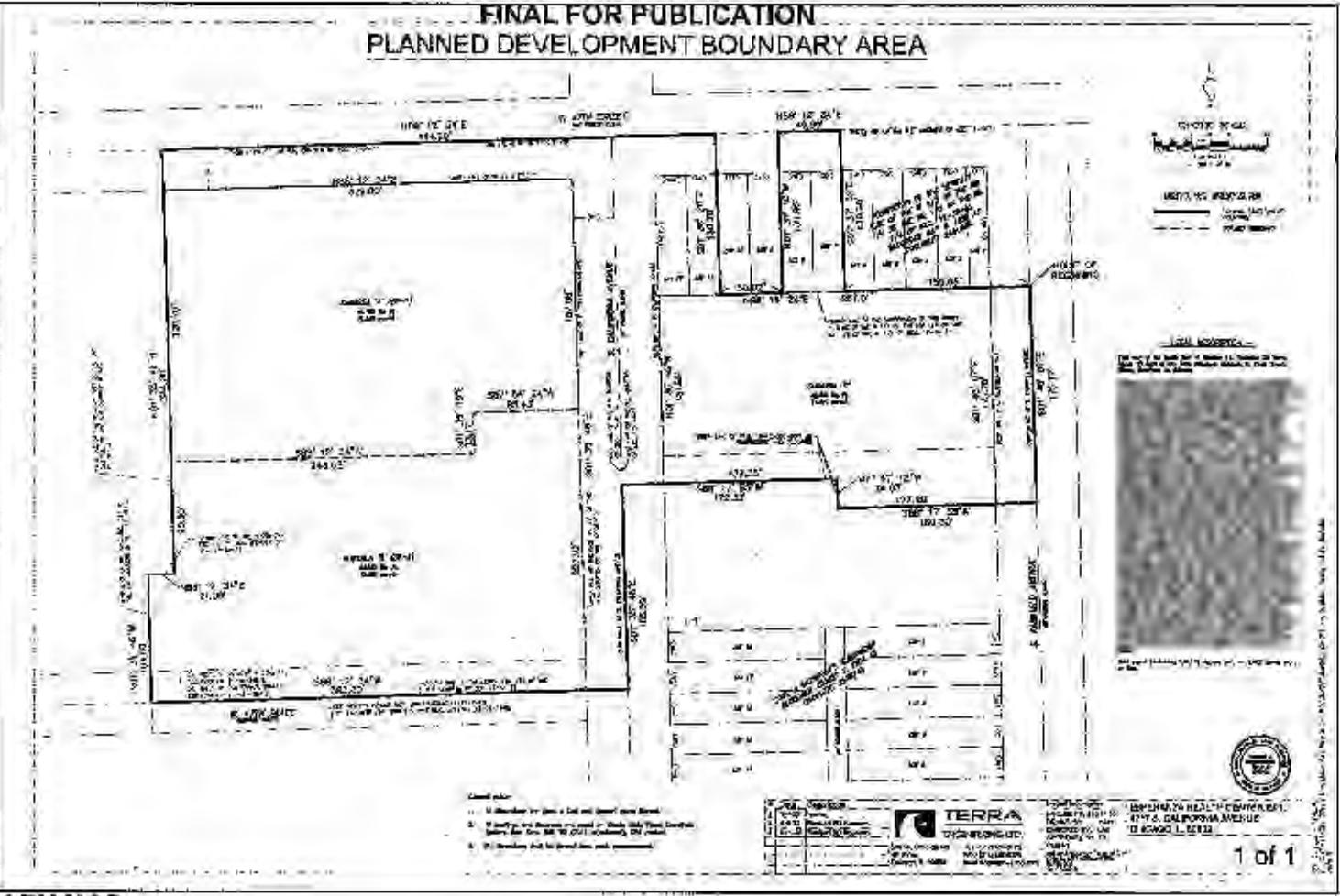
**EXISTING AERIAL MAP**

APRIL 2011 HEALTHY PRINCIPAL TITLE HOLDING CORPORATION CENTER  
 ADDRESS: 2300 W. 47TH STREET, ANCHORAGE, AK 99515  
 INTERIOR: JULY 21, 2022  
 PLAN COMM 88-001

PROJECT  
 SITE

**Urban Works**  
 ARCHITECTURE & ENGINEERING  
 1015 10TH AVENUE, SUITE 2000  
 ANCHORAGE, AK 99501

### FINAL FOR PUBLICATION PLANNED DEVELOPMENT BOUNDARY AREA



- Notes:
1. All dimensions are given in feet and inches unless otherwise noted.
  2. All bearings are given in degrees, minutes and seconds unless otherwise noted.
  3. All dimensions shall be given in feet and inches.

**TERRA**  
DESIGN GROUP, LLC  
1111 S. CALIFORNIA AVENUE  
CHICAGO, IL 60605  
TEL: 312.467.1111  
WWW.TERRADSG.COM

**HEALTHY BRIGHTON HEALTH CENTER, INC.**  
1111 S. CALIFORNIA AVENUE  
CHICAGO, IL 60605  
TEL: 312.467.1111  
WWW.HEALTHYBRIGHTON.COM

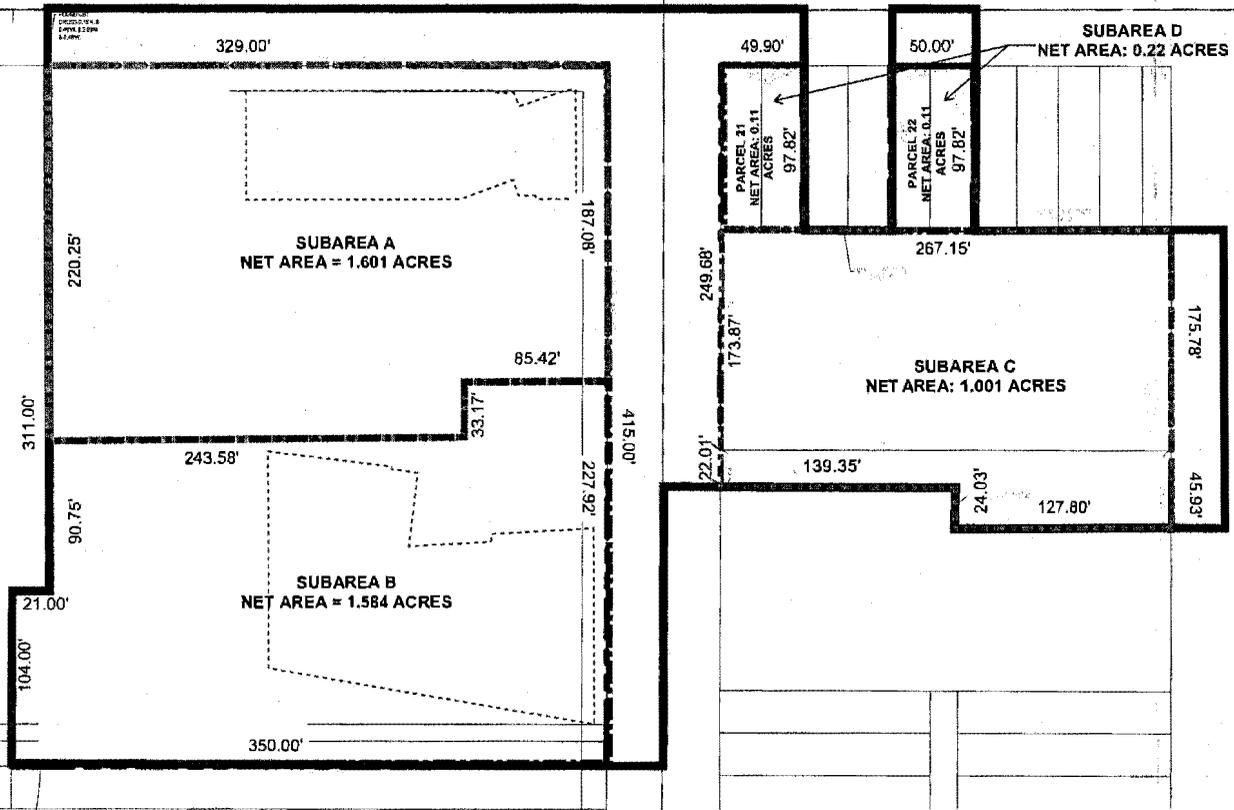
1 of 1

### PD BOUNDARY MAP

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION N/P  
 ADDRESS: 2831 W. 47th STREET, 2759-2757 AND 3749-3745 W. 47th STREET, AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 29, 2022  
 PLAN COMMISSION:

**UrbanWorks**  
ARCHITECTURE INTERIORS PLANNING  
1111 S. CALIFORNIA AVENUE  
CHICAGO, IL 60605  
TEL: 312.467.1111  
WWW.URBANWORKS.COM

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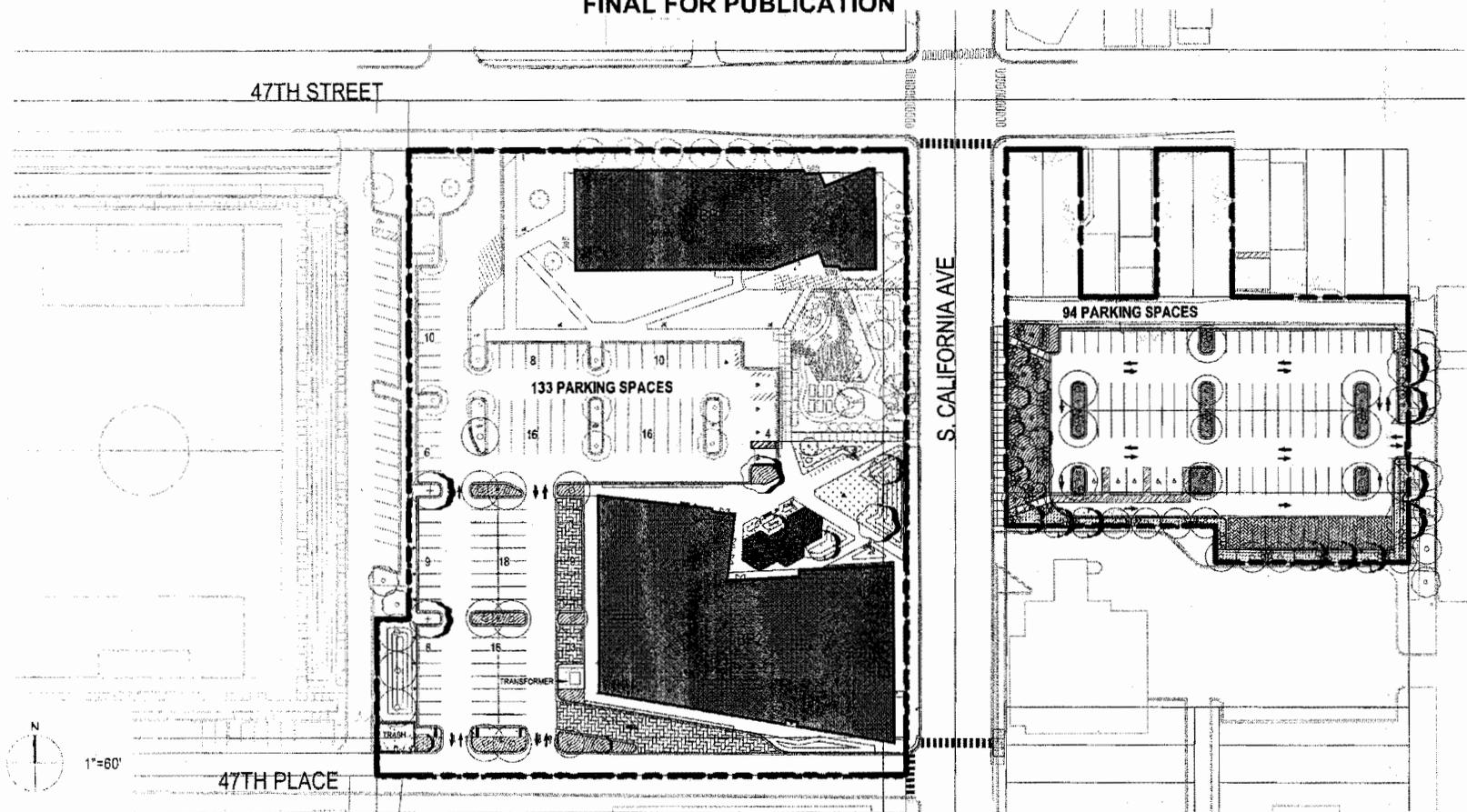
**SUB AREA MAP**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET; 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION:

———— PD BOUNDARY LINE

**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
125 S. Clark St. Suite 2070  
 Chicago, IL 60603

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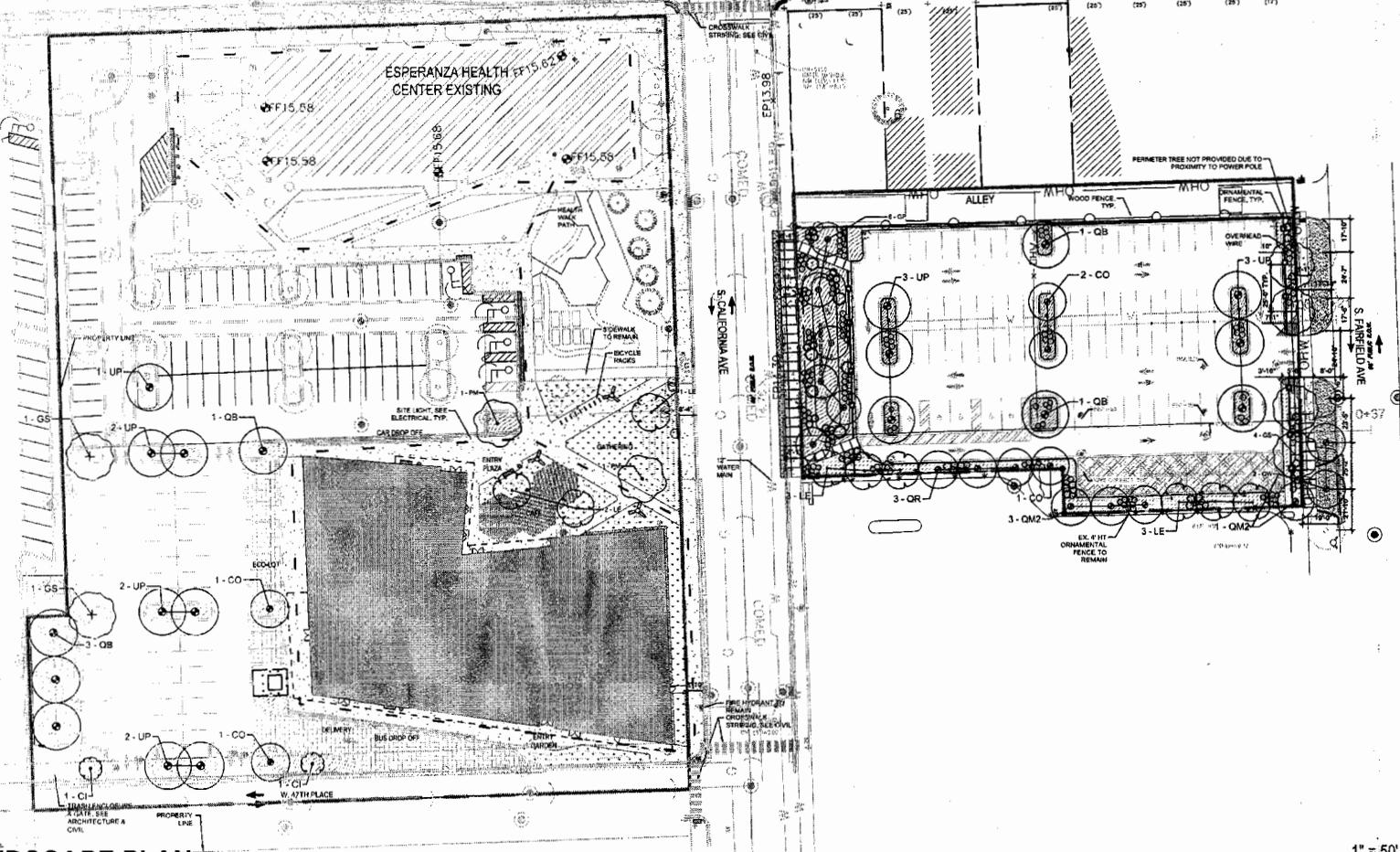
**SITE PLAN**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47TH STREET; 2759-2757 AND 2749-2745 W. 47TH STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION: \_\_\_\_\_

----- PROPERTY LINE

**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
125 S. Clark St. Suite 2071  
 Chicago, IL 60606

← W. 47TH STREET  
FINAL FOR PUBLICATION 14-04



### LANDSCAPE PLAN

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47TH STREET; 2759-2757 AND 2749-2745 W. 47TH STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION: \_\_\_\_\_

1" = 50' 

**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
 125 S. Clark St. Suite 2070  
 Chicago, IL 60603

**FINAL FOR PUBLICATION**

TREE SCHEDULE

LEGEND

SYMBOL	01 GENERAL DESCRIPTION
	PERENNIAL MATRIX 30% 5 GAL. SHRUBS @ 36" OC 70% PERENNIAL QUARTS @ 12" OC, BULBS THROUGHOUT @ 12" OC
	CONCRETE PAVEMENT, SEE CIVIL
	PAVER A: PERMEABLE PARKING LOT PAVER, SEE CIVIL
	PAVER B: PERMEABLE PLAZA PAVER
	ANGULAR GRANITE GRAVEL
	HARDWOOD BARK MULCH
	TURF
	5' W BENCH
	LITTER RECEPTACLE
	PEDESTRIAN LIGHT POLE
	BIKE RACK
	ORNAMENTAL FENCE, 4' HT
	WOOD FENCE, 6' HT
	HEALTH WALK (0.25 MILE LOOP)
	EXISTING TREE TO REMAIN

CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER
CO	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2.5" CAL.	B&B
CI	CRATAEGUS CRUS-GALLI INERMIS	THORNLESS COCKSPUR HAWTHORN	2.5" CAL.	B&B
GP	GINKGO BILOBA 'PRINCETON SENTRY'	PRINCETON SENTRY MAIDENHAIR TREE	2.5" CAL.	B&B
GS	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	SKYLINE HONEY LOCUST	2.5" CAL.	B&B
LE	LIRIODENDRON TULIPIFERA 'JFS-OZ' TM	EMERALD CITY TULIP POPLAR	2.5" CAL.	B&B
PM	PLATANUS X ACERIFOLIA 'MORTON CIRCLE' TM	EXCLAMATION LONDON PLANE TREE	2.5" CAL.	B&B
QB	QUERCUS BICOLOR	SWAMP WHITE OAK	2.5" CAL.	B&B
QM2	QUERCUS MUEHLENBERGII	CHINKAPIN OAK	2.5" CAL.	B&B
QR	QUERCUS RUBRA	RED OAK	2.5" CAL.	B&B
QW	QUERCUS X WAREI 'LONG' TM	REGAL PRINCE OAK	2.5" CAL.	B&B
UP	ULMUS X 'MORTON GLOSSY' TM	TRIUMPH ELM	2.5" CAL.	B&B

**LANDSCAPE PLAN SCHEDULES**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET, 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET, AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION: \_\_\_\_\_

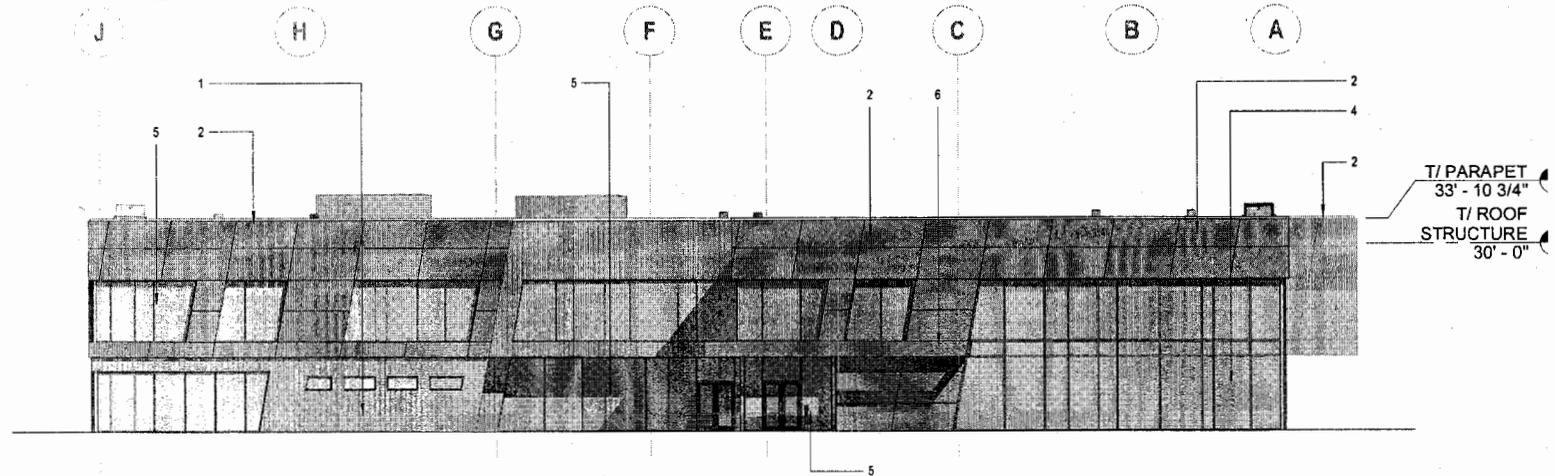
**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
125 S. CHASE ST. Suite 200  
 Chicago, IL 60603

FINAL FOR PUBLICATION

KEY NOTES

- 1. RIBBED METAL RAINSCREEN PANELS
- 2. ACM RAINSCREEN PANELS
- 3. (NO. NOT IN USE)
- 4. GLASS CURTAIN WALL
- 5. GLASS STOREFRONT
- 6. PANELIZED METAL

KEY PLAN



1 NORTH ELEVATION  
 SCALE: 1/16" = 1'-0"

EXTERIOR ELEVATIONS

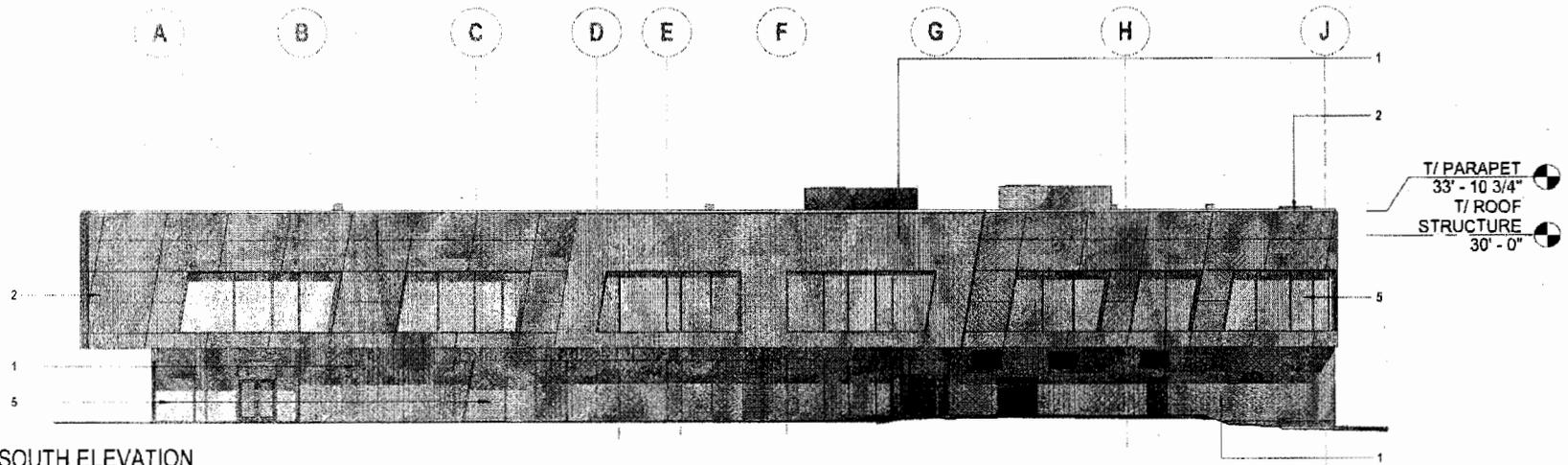
APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET; 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION:

**UrbanWorks**  
 ARCHITECTURE INTERIORS PLANNING  
 125 S. Clark St. Suite 2070  
 Chicago, IL 60603

# FINAL FOR PUBLICATION

## KEY NOTES

- 1. RIBBED METAL RAINSCREEN PANELS
- 2. ACM RAINSCREEN PANELS
- 3. \_\_\_\_\_ (NO. NOT IN USE)
- 4. GLASS CURTAIN WALL
- 5. GLASS STOREFRONT
- 6. PANELIZED METAL



**1 SOUTH ELEVATION**  
SCALE: 1/16" = 1'-0"

## EXTERIOR ELEVATIONS

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET; 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
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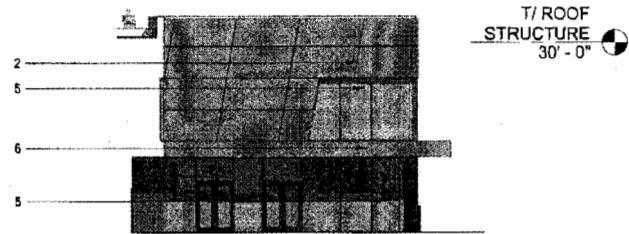
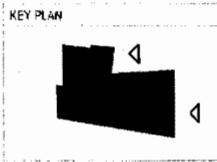
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 125 S. Clark St., Suite 2970  
 Chicago, IL 60603

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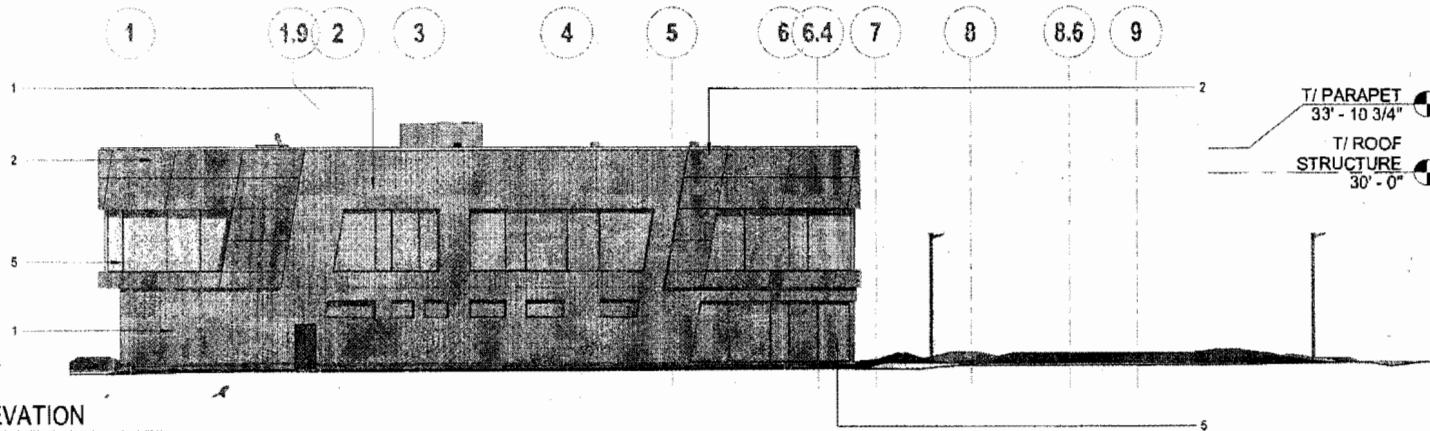
KEY NOTES

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- 3. (NO. NOT IN USE)
- 4. GLASS CURTAIN WALL
- 5. GLASS STOREFRONT
- 6. PANELIZED METAL

KEY PLAN



**1 PARTIAL EAST ELEVATION**  
SCALE: 1/16" = 1'-0"



**2 EAST ELEVATION**  
SCALE: 1/16" = 1'-0"

**EXTERIOR ELEVATIONS**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET, 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET, AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION:

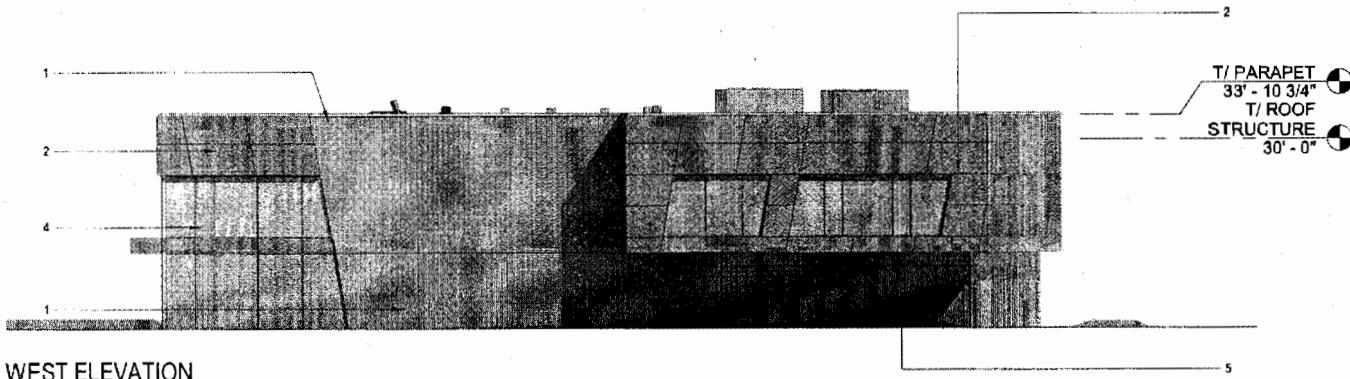
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#### KEY NOTES

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#### KEY PLAN



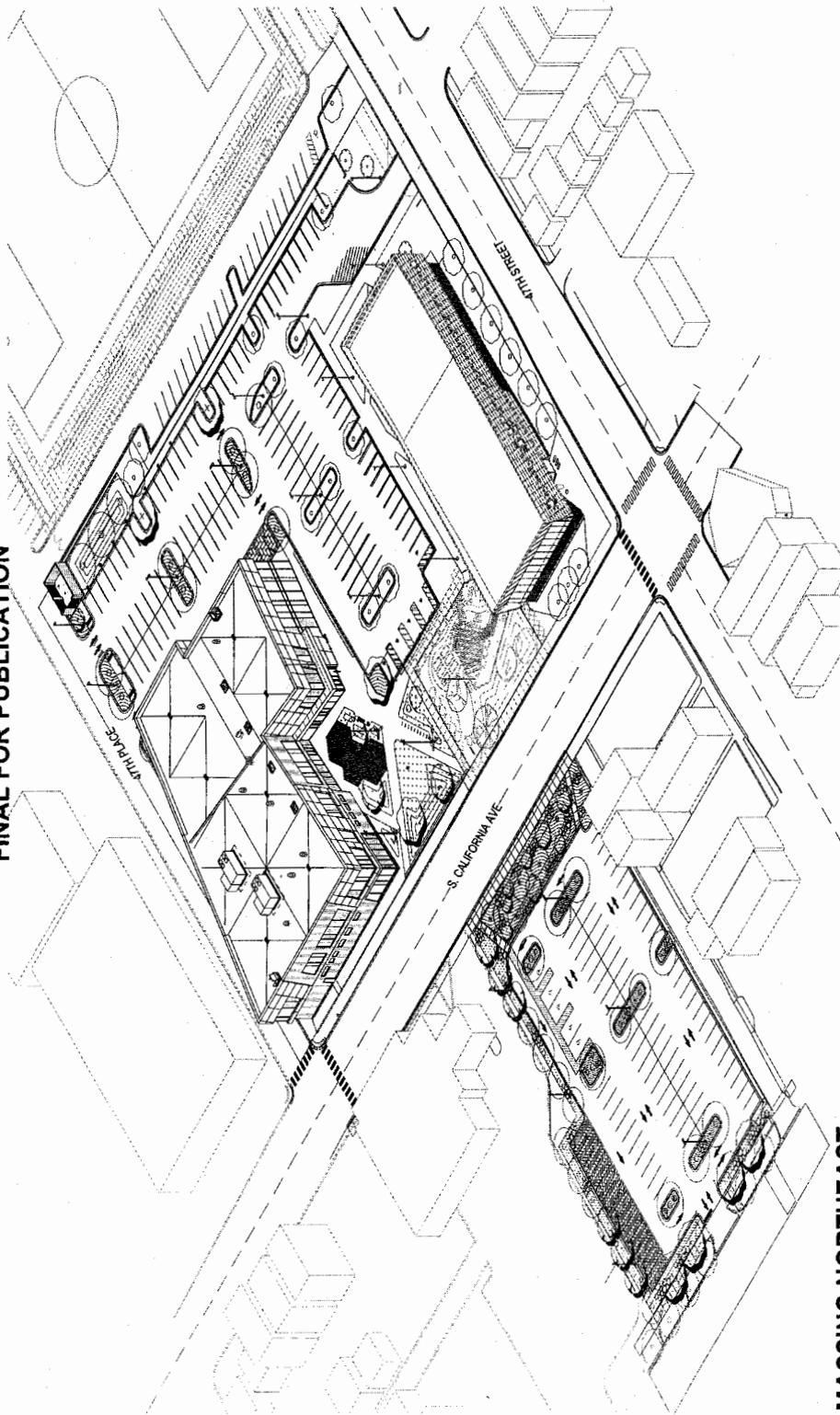
**1 WEST ELEVATION**  
SCALE: 1/16" = 1'-0"

### EXTERIOR ELEVATIONS

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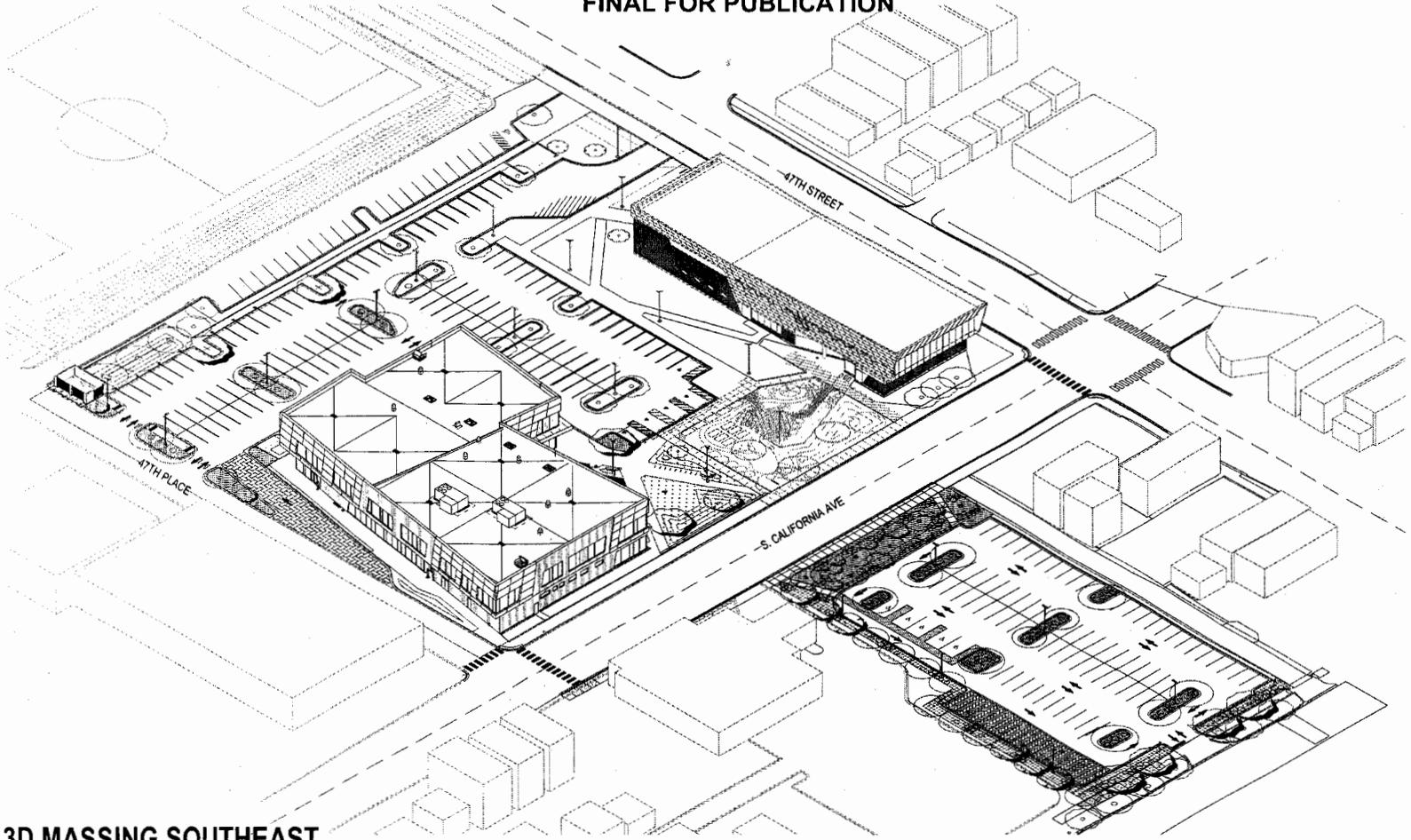


**3D MASSING NORTHEAST**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
 ADDRESS: 2833 W. 47<sup>TH</sup> STREET; 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
 INTRODUCED: JULY 20, 2022  
 PLAN COMMISSION:

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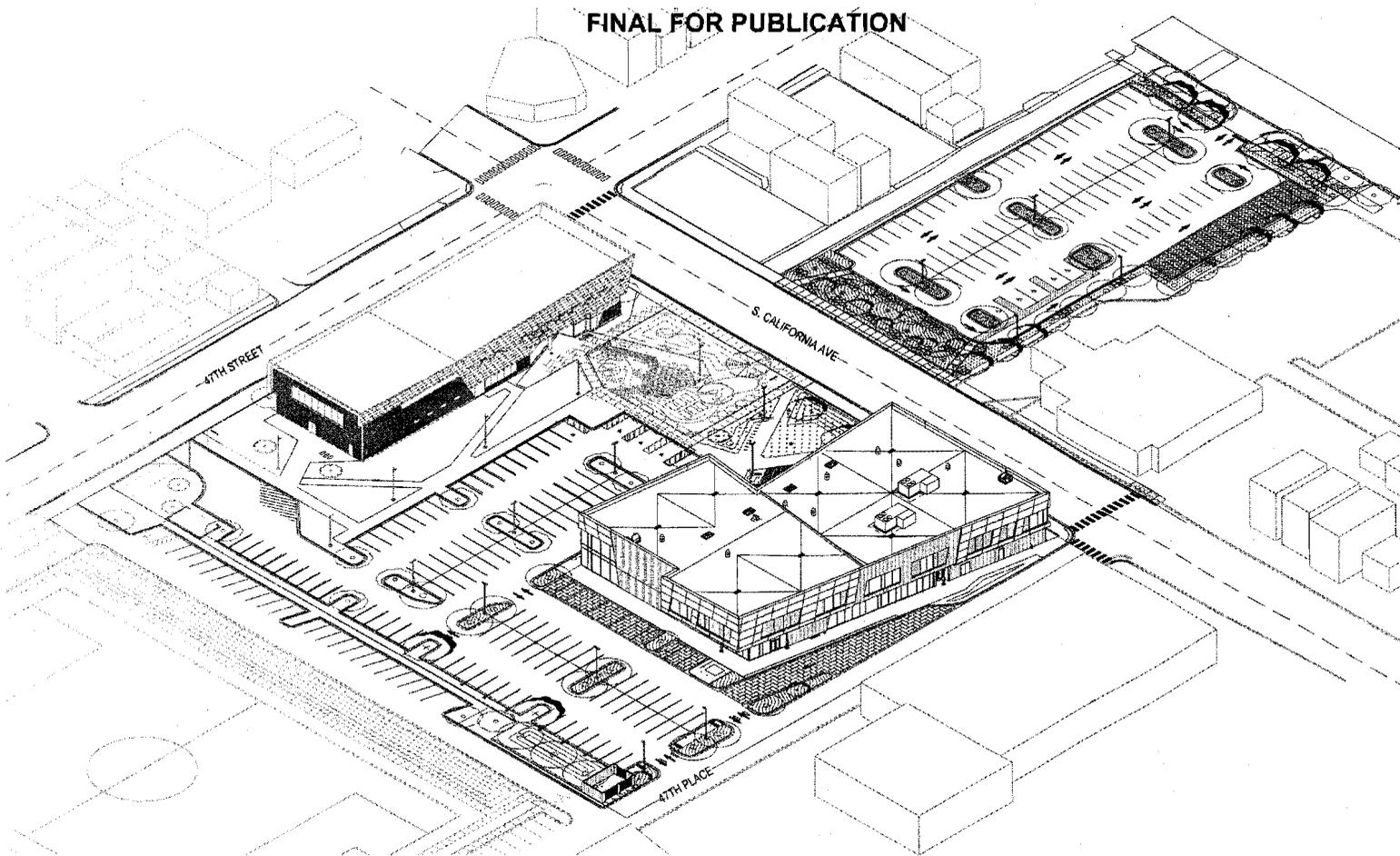


**3D MASSING SOUTHEAST**

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
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### 3D MASSING SOUTHWEST

APPLICANT: HEALTHY BRIGHTON TITLE HOLDING CORPORATION NFP  
ADDRESS: 2833 W. 47<sup>TH</sup> STREET; 2759-2757 AND 2749-2745 W. 47<sup>TH</sup> STREET; AND 4717-4723 S. CALIFORNIA AVENUE  
INTRODUCED: JULY 20, 2022  
PLAN COMMISSION:

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125 S. Clark St. Suite 2070  
Chicago, IL 60604

*Reclassification Of Area Shown On Map No. 14-G.**(As Amended)**(Application No. 20994)**(Common Address: 914 W. 63<sup>rd</sup> St.)*

[SO2022-1118]

*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 of the C1-3 Neighborhood Commercial District symbols and indications as shown on Map Number 14-G in the area bounded by:

beginning at a line 20 feet southwest of and parallel to South Peoria Drive; a line from a point 20 feet southwest of South Peoria Drive and 41.65 feet southeast of and perpendicular to West 63<sup>rd</sup> Parkway to a point 398.76 feet north of West 63<sup>rd</sup> Street (said curve runs to the south/southwest an arc distance of 181.96 feet, with a radius of 211.17 feet and a chord length of 176.36 feet); a line 687.79 feet west of the centerline of South Halsted Street; West 63<sup>rd</sup> Street; and West 63<sup>rd</sup> Parkway running to the north/northeast to the point of beginning,

to the designation of Residential-Business Planned Development Number \_\_\_\_\_, which is hereby established in the area above described, subject to such use and bulk regulations as are set forth in the Plan of Development attached and made a part thereto and to no others.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential-Business Planned Development No. \_\_\_\_\_.*

*Standard Planned Development Statements.*

The Planned Development Statements describe the legal regulations and conditions that will control the development of the proposed project. The following statements shall be included in the ordinance; any proposed changes to these statements must be discussed and reviewed with the Chicago Department of Planning and Development. Based on the scope of the project, additional statements (listed at the end of this document) may be required. The following statements must be included in the ordinance:

1. The area delineated herein as Planned Development Number (to be determined) ("Planned Development") consists of approximately 105,166 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map ("Property") and is owned or controlled by the Applicant, Thrive Englewood LLC.
2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation

4. This plan of development consists of seventeen (17) Statements: a Bulk Regulations Table; an Existing Land-Use Map; a Zoning Map; a Planned Development Boundary and Property Line Map; Existing Site Plan, Proposed Site Plan, Overall Subarea Plan; Subarea A Plan; Subarea B Plan; Subarea C Plan; Subarea D Plan; Landscape Site Plan -- Phase I; Enlarged Landscape Plan -- Phase I; and Landscape Site Plan -- Phase II; Enlarged Landscape Plan -- Phase II; Landscape Details; Floor Plans -- Phase I Building; Floor Plans -- Phase II Building; Roof Plan -- Phase I Building; Roof Plan -- Phase II Building; Building Elevations (North, South, East and West) -- Phase I Building; Building Elevations (North, South, East and West) -- Phase II Building; Open Space; Pedestrian Routes/Connectivity Plan; Vehicular and Loading Access Plan prepared by Perkins & Will and dated June 21, 2022 (date of Plan Commission presentation), submitted herein. Full-sized copies of the Site Plan, Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control. This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.
5. In each of the following subareas, the following uses shall be permitted in this Planned Development (P.D.) (describe in detail which uses are permitted and which are excluded for each Subarea):

Subarea A:

All residential uses (including accessory uses) allowed within the C1-3 District, artist live/work, business live/work, community center, restaurant (general and limited), retail and accessory parking.

Subarea B:

All residential uses (including accessory uses) allowed within the C1-3 District, artist live/work, business live/work, community center, restaurant (general and limited), retail and accessory parking.

Subarea C:

Accessory Parking.

Subarea D:

Open Space/Park and Detention area.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 105,166 square feet and an overall FAR of 1.3.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms and conditions of development under this Planned Development ordinance may be modified administratively, pursuant to Section 17-13-0611-A, by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.

13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.
14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of (i) 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and (ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and

actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

16. This Planned Development shall be governed by Section 17-13-0612. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to a C1-3 Commercial Shopping District.
17. The Applicant acknowledges and agrees that the rezoning of the Property from a C1-3 Commercial Shopping District to a C1-3 Commercial Shopping District and then to this Residential-Business Planned Development ("P.D.") Number \_\_\_\_\_ is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The Applicant has applied for Low-Income Housing Tax Credits or other forms of financial assistance from the City. Such financial assistance imposes affordability requirements (the "Financing Requirements") that exceed the ARO requirements. As a result, if the Applicant receives such financial assistance, the Financial Requirements shall govern the Applicant's obligation to provide affordable housing in the P.D. If the Applicant does not receive such financial assistance, the Applicant shall comply with the ARO.

[Existing Land-Use Map; Zoning Map; Boundary and Property Line Map; Existing and Proposed Site Plans; Subarea Map; Subareas A, B, C and D Maps; Overall Site Plans; Site Enlargement Plans; Landscape Details; Phase I -- Levels 1, 2, 3, 4, 5 and 6 Plans; Phase II -- Levels 1, 2, 3, 4 and 5 Plans; Phase I and Phase II Roof Plans; Phase I and Phase II North, South, East and West Building Elevations; Open Space Plan; Pedestrian Routes/Connectivity; and Vehicular and Load Access Plans referred to in these Plan of Development Statements printed on pages 52383 through 52415 of this *Journal*.]

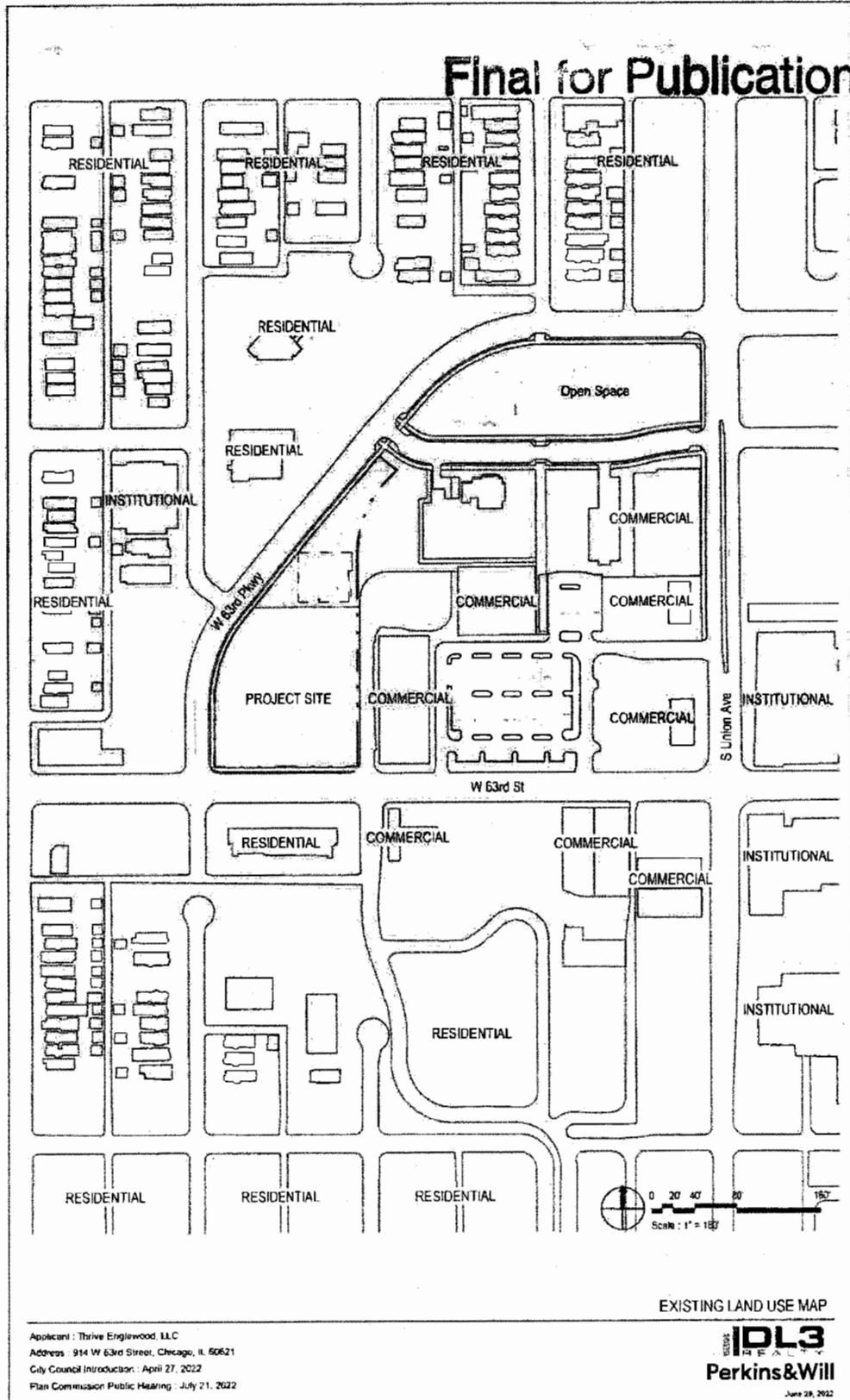
Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Residential-Business Planned Development No. \_\_\_\_\_.*

*Bulk Regulations And Data Table.*

Gross Site Area:	140,612 square feet
Area of Public Way:	35,446 square feet
Net Site Area:	105,166 square feet

Overall Maximum Floor Area Ratio:	1.3
Subarea A Maximum Floor Area:	3.84
Subarea B Maximum Floor Area:	2.6
Subarea C Maximum Floor Area:	0
Subarea D Maximum Floor Area:	0
Allowed Uses:	All uses identified in Statement Number 5
Number of Dwelling Units:	59 (Subarea A) 44 (Subarea B)
Number of Live/Work Units:	2 (Subarea A) 3 (Subarea B)
Retail (square feet):	2,439 square feet (Subarea A)
Number of Off-Street Parking Spaces:	65 (total) 7 (Retail) (Subarea A) 58 (Residential) (Subarea A)
Number of Bicycle Parking Spaces:	16 exterior spaces (Subarea A) 16 interior spaces (Subarea B)
Number of Loading Berths:	One (1) 10 feet by 25 feet (Subarea C)
Maximum Building Height: (as measured by 17-17-0311-A of the CZO):	65 feet, 6 inches (Subarea A) 58 feet (Subarea B)
Setbacks from Property Line:	In accordance with Site Plan

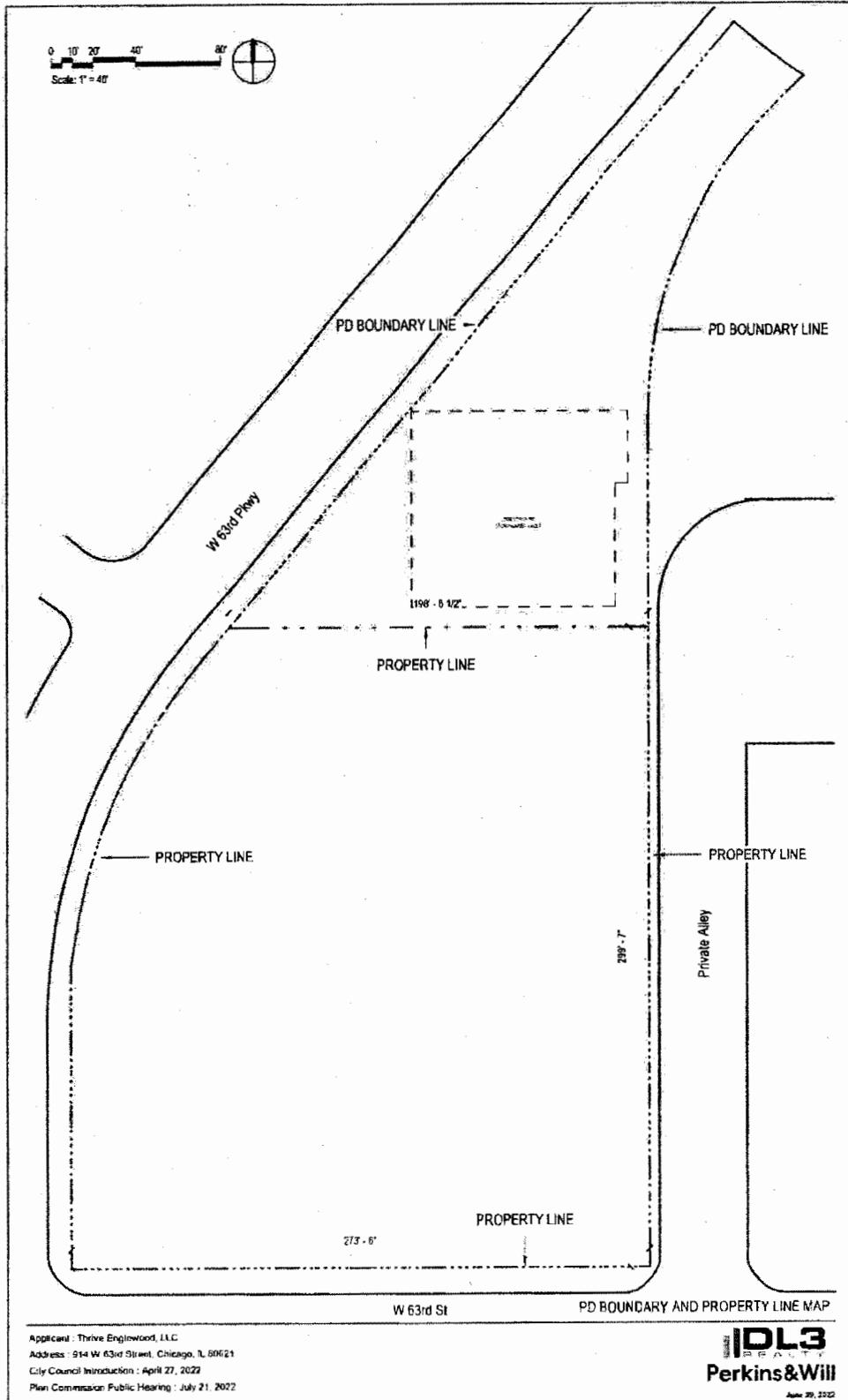


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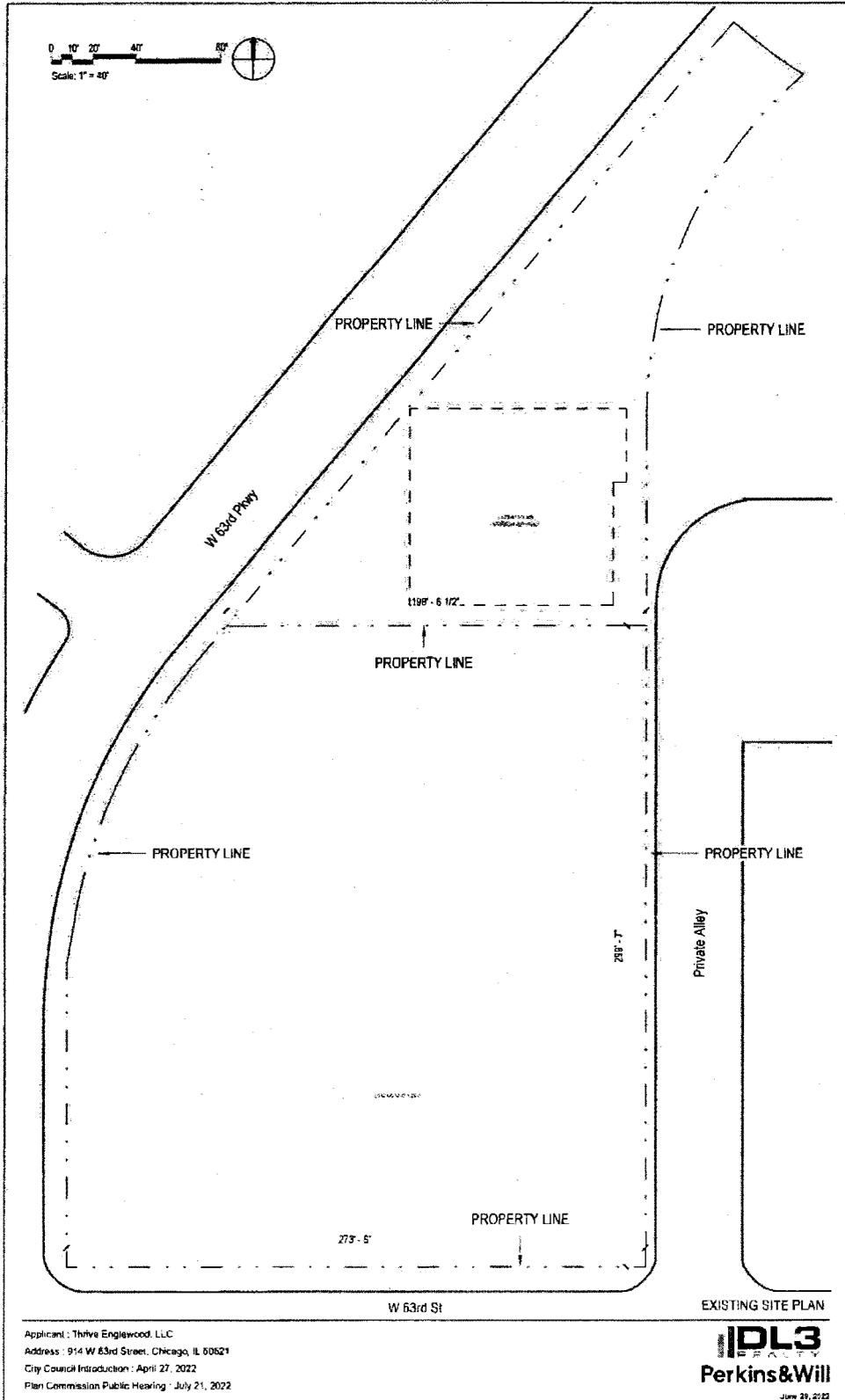


Applicant : Thrive Englewood, LLC  
 Address : 514 W 63rd Street, Chicago, IL 60621  
 City Council Introduction : April 27, 2022  
 Plan Commission Public Hearing : July 21, 2022

**IDL3**  
 REALTY  
**Perkins&Will**

June 29, 2022

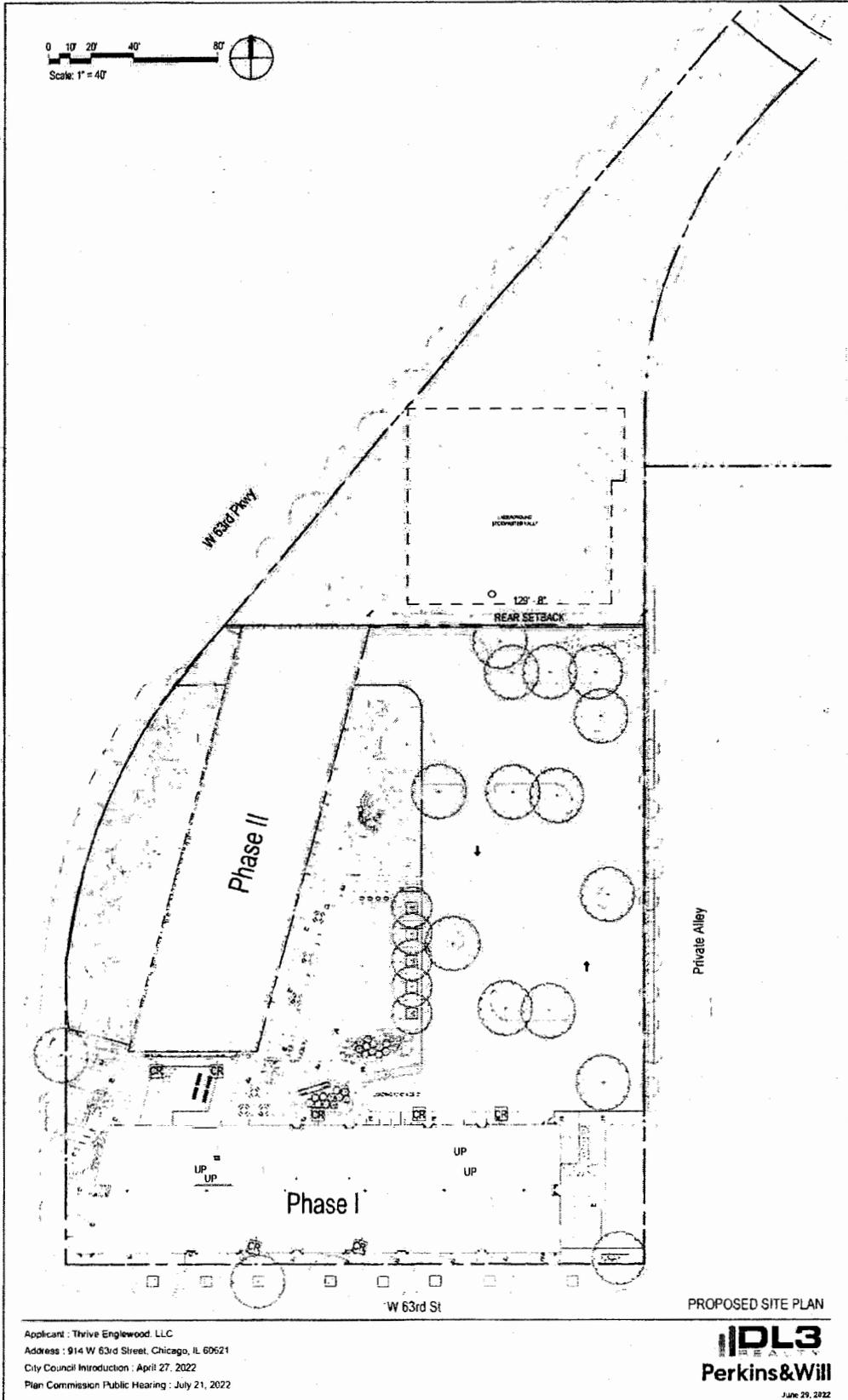
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 Plan Commission Public Hearing : July 21, 2022

**IDL3**  
 PERKINS & WILL  
 June 29, 2022

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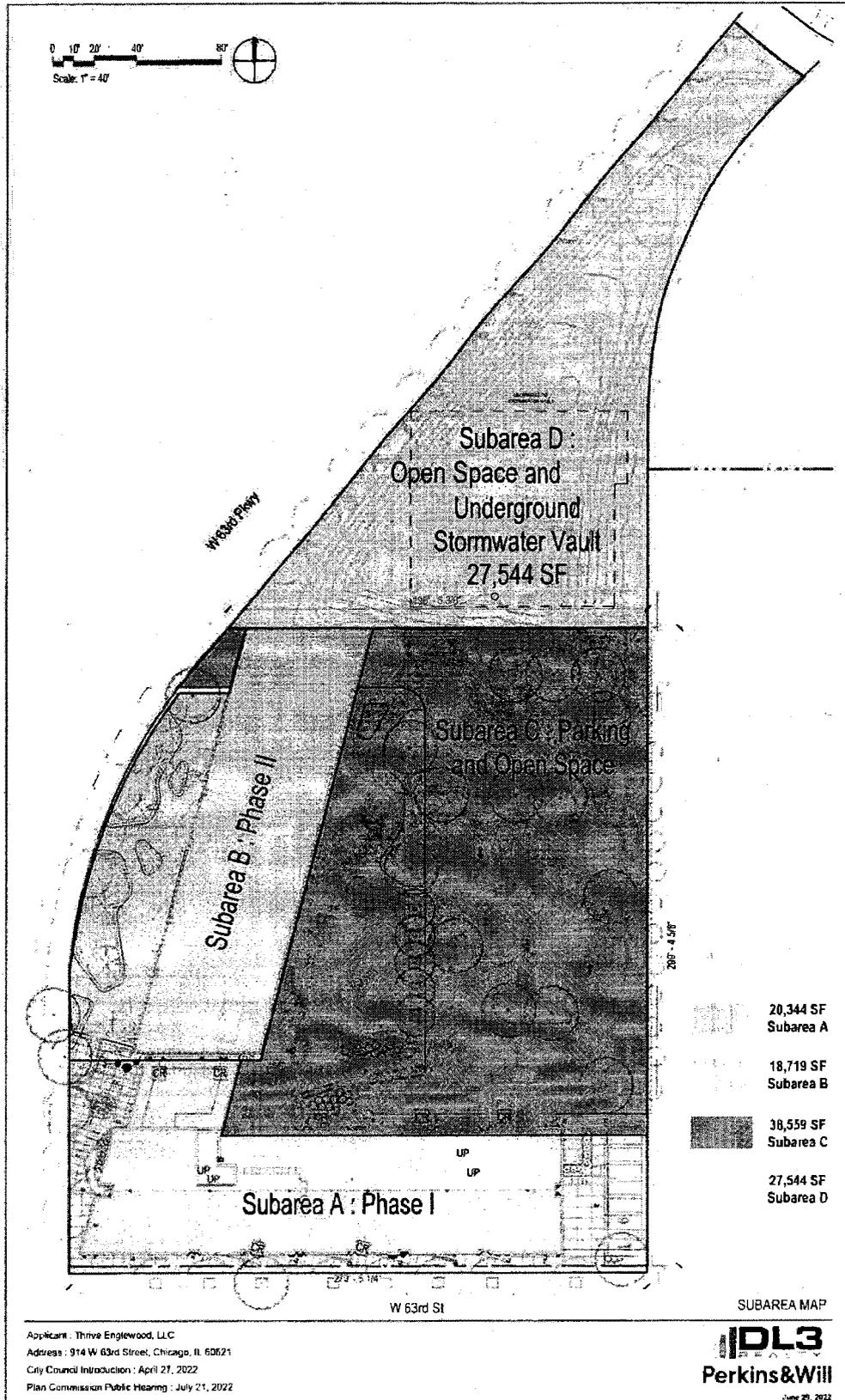
Applicant : Thrive Englewood, LLC  
 Address : 914 W 63rd Street, Chicago, IL 60621  
 City Council Introduction : April 27, 2022  
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PROPOSED SITE PLAN

**IDL3**  
 READY  
**Perkins&Will**

JUNE 29, 2022

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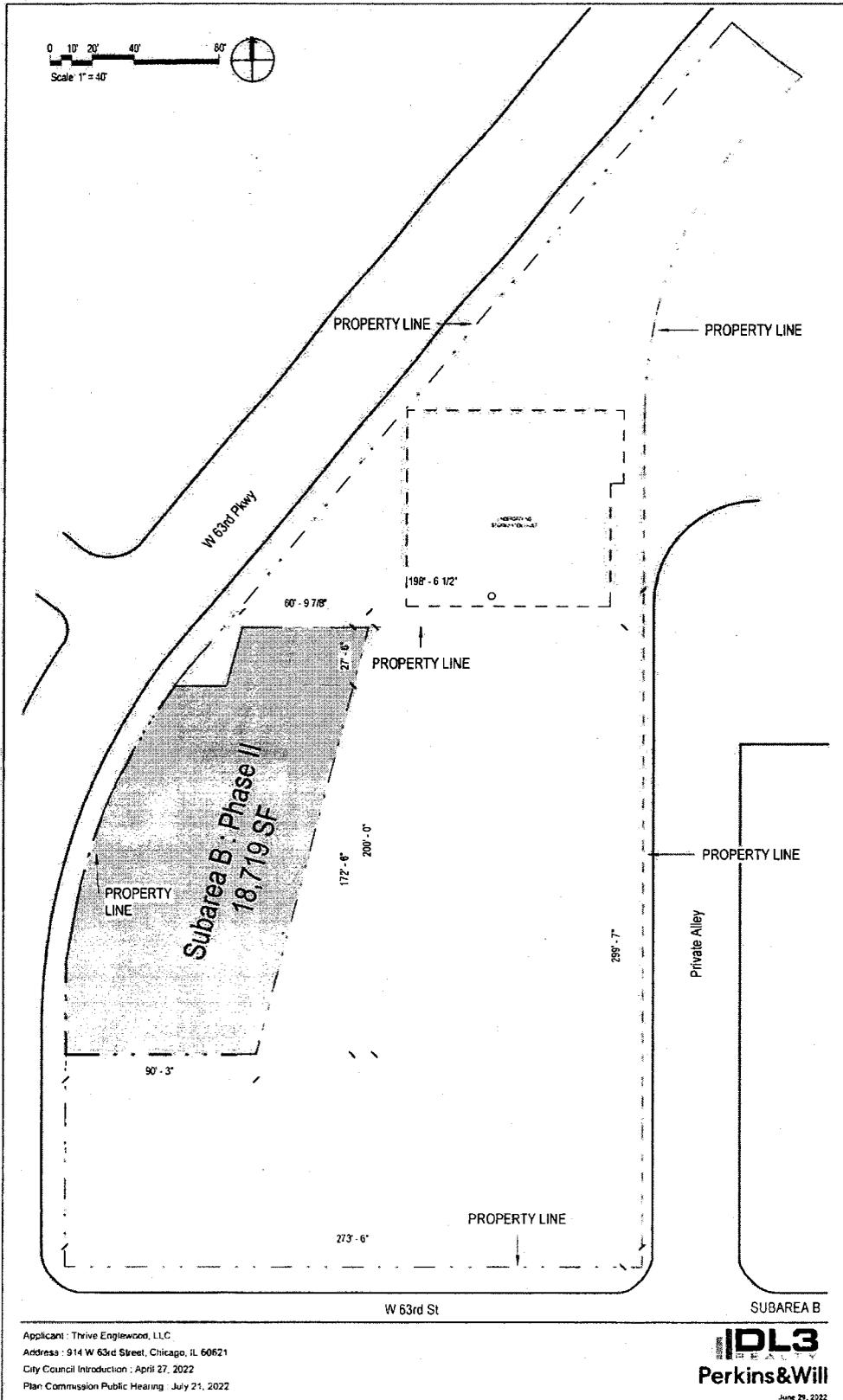


Applicant : Thrive Englewood, LLC  
 Address : 914 W 63rd Street, Chicago, IL 60621  
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SUBAREA MAP  
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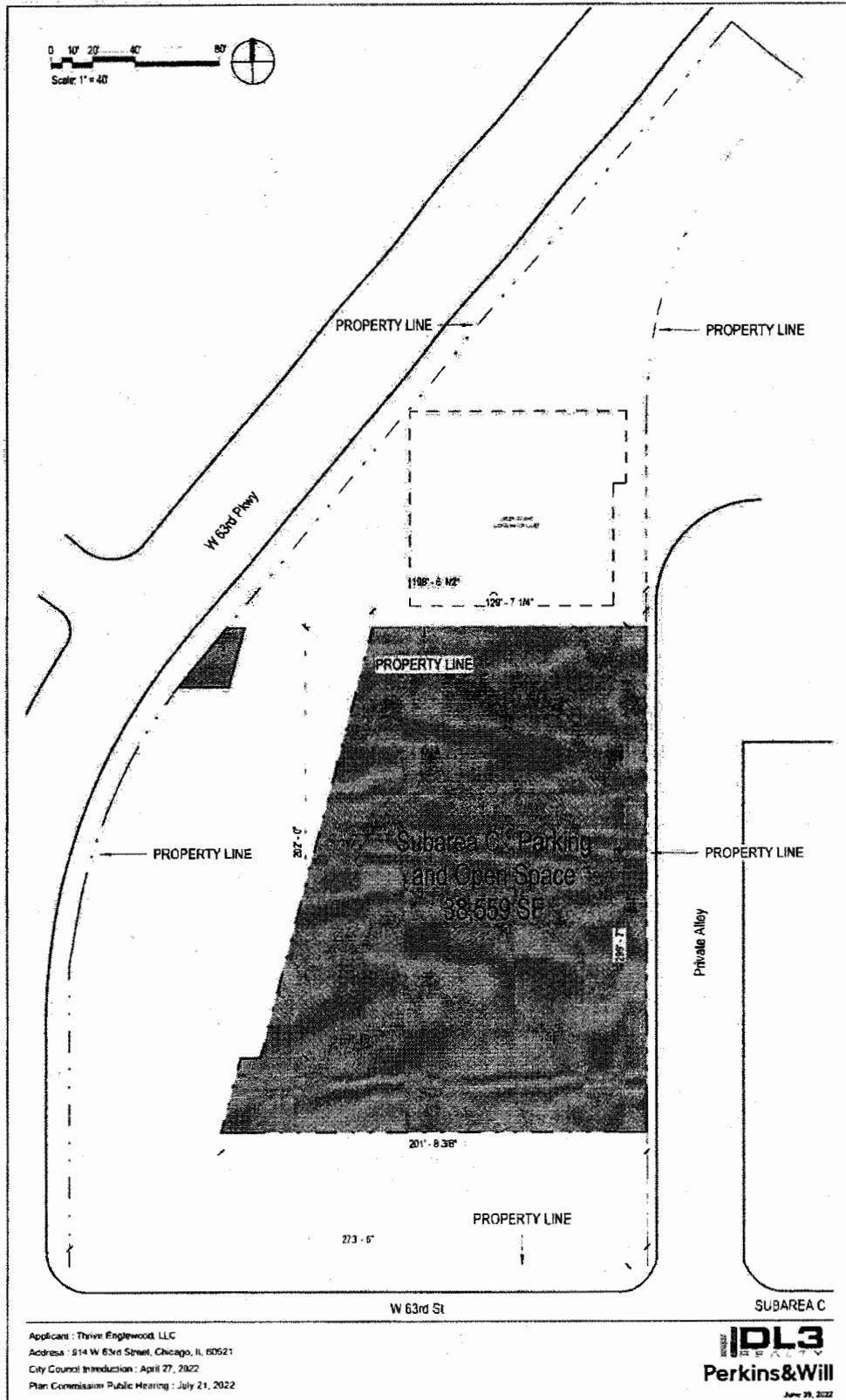
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**IDL3**  
 REALTY  
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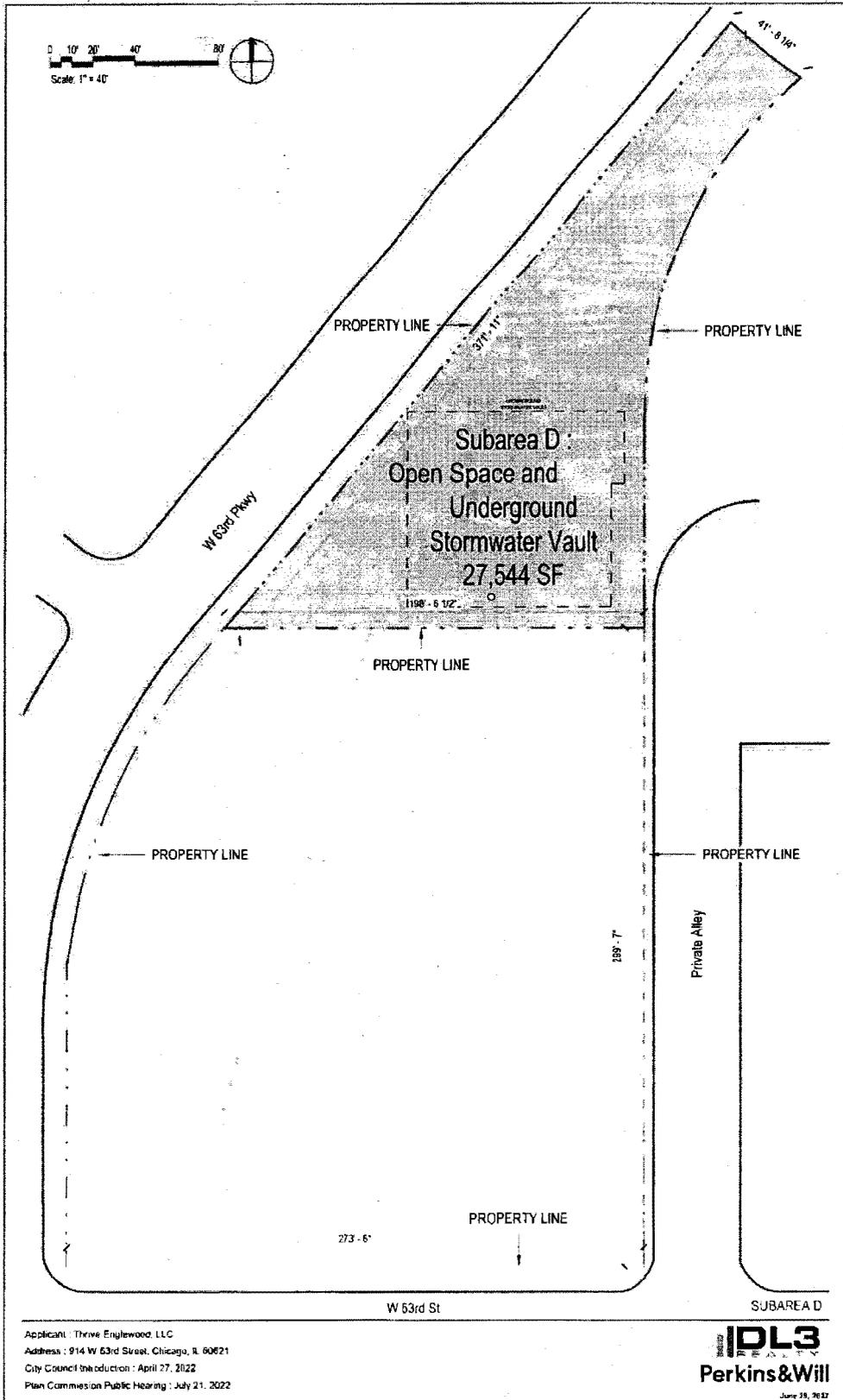
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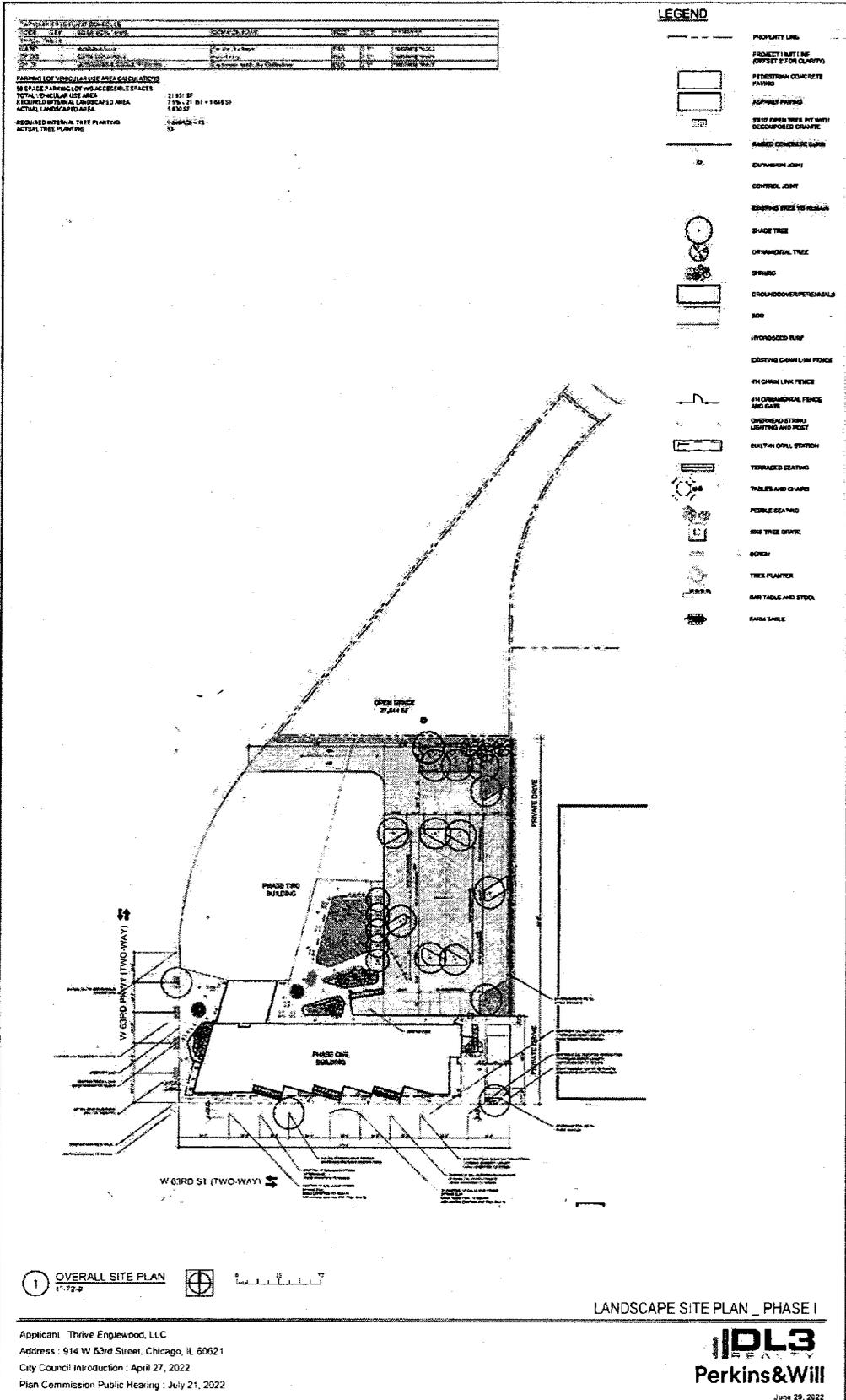
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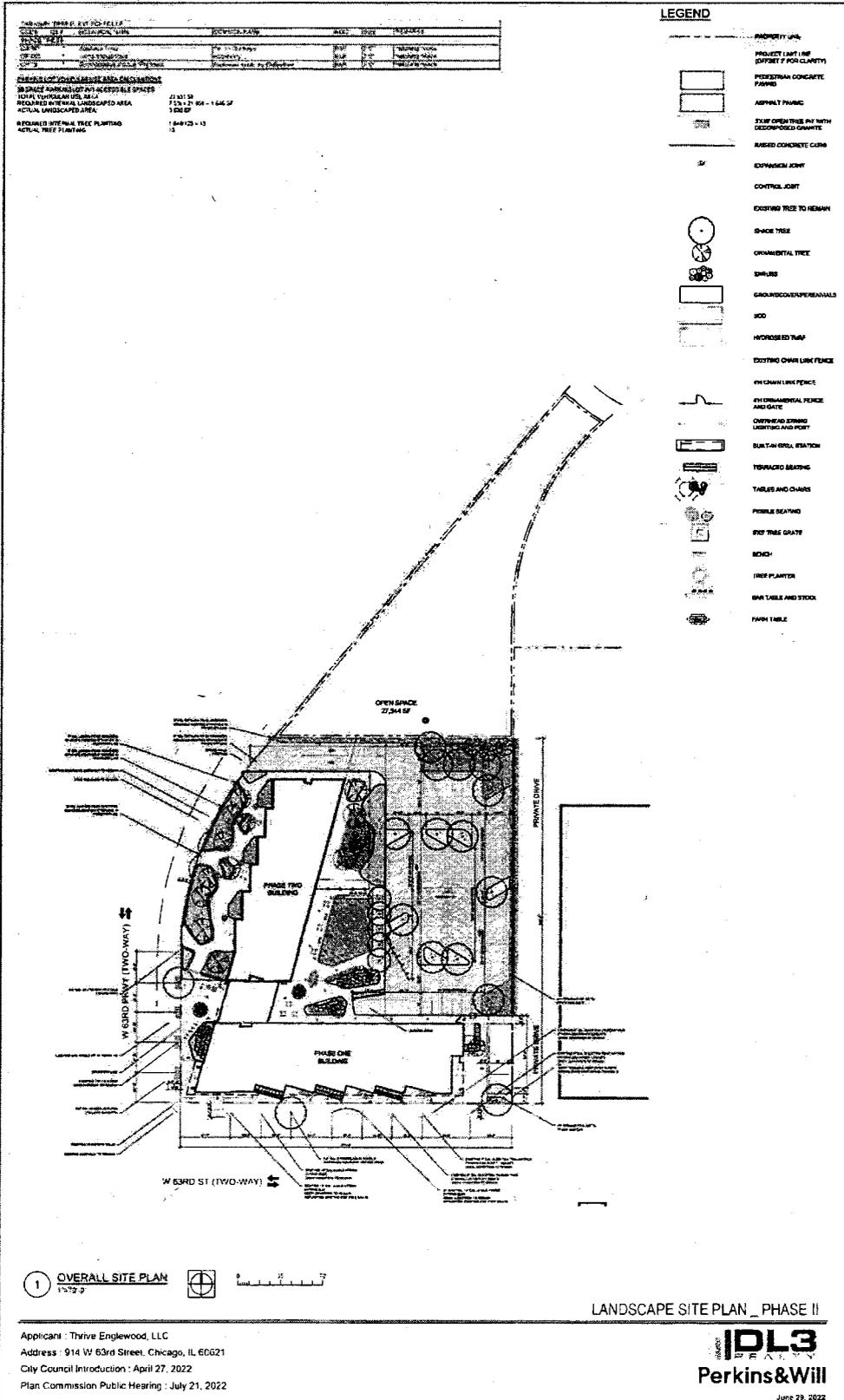
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 June 28, 2022

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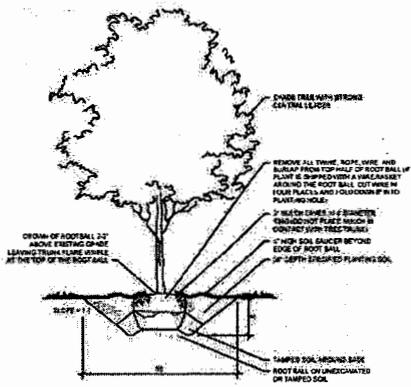


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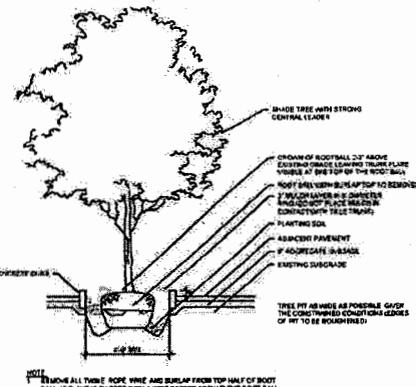




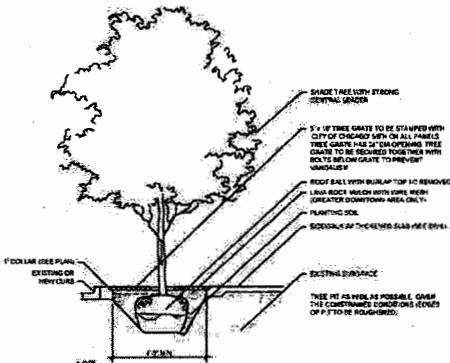
Final for Publication



1 SHADE TREE PLANTING SECTION NOT TO SCALE



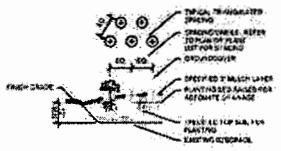
2 SHADE TREE IN RAISED PLANTER SECTION NOT TO SCALE



3 SHADE TREE IN GRATE SECTION NOT TO SCALE



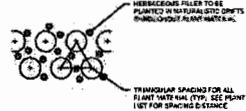
4 SHRUB PLANTING SECTION NOT TO SCALE



5 PERENNIAL PLANTING SECTION NOT TO SCALE



6 BULB INSTALLATION DETAIL NOT TO SCALE



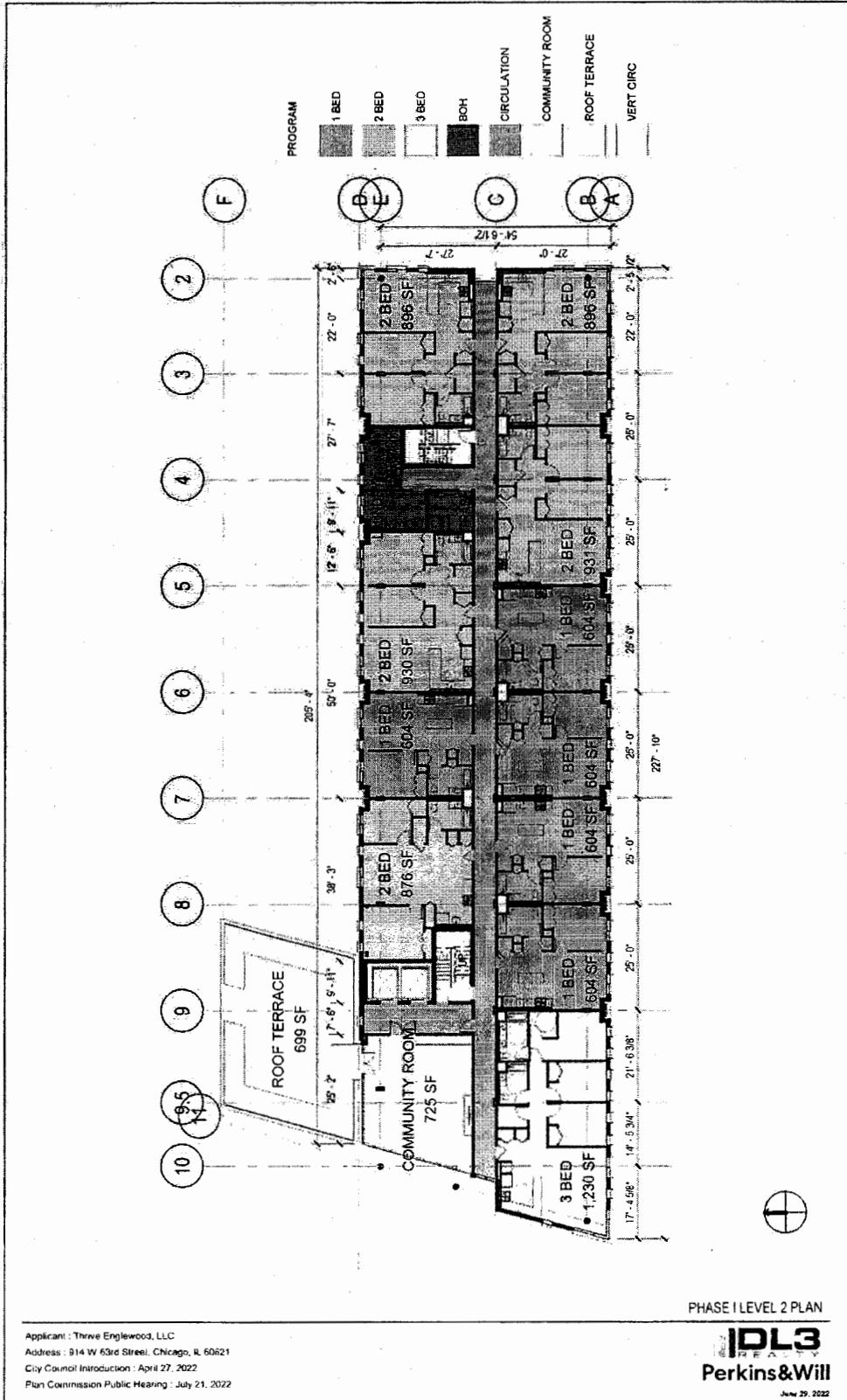
7 INTERPLANTING DETAIL NOT TO SCALE

Applicant : Thrive Englewood, LLC  
 Address : 914 W 63rd Street, Chicago, IL 60621  
 City Council Introduction : April 27, 2022  
 Plan Commission Public Hearing : July 21, 2022

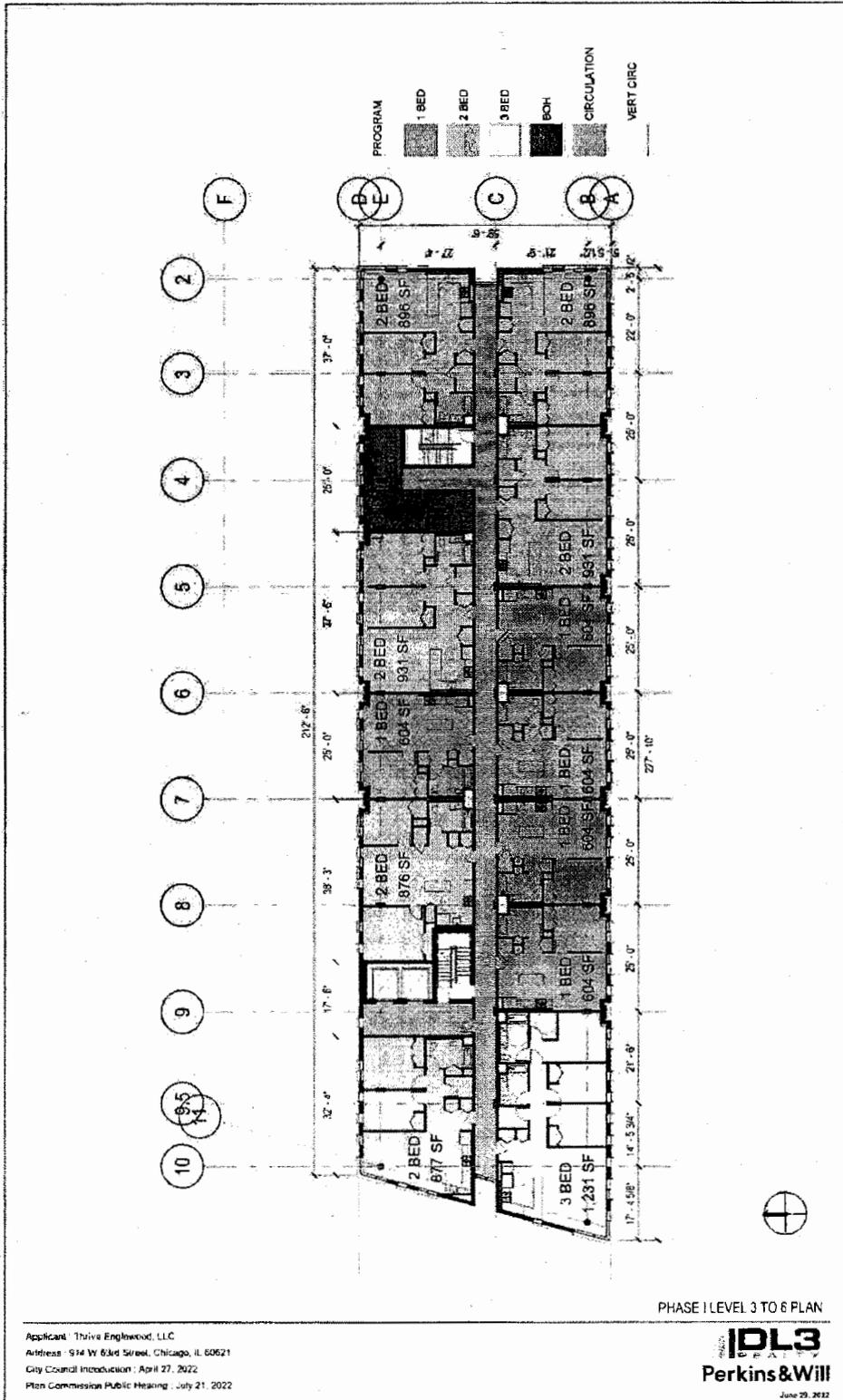
LANDSCAPE DETAILS  
**IDL3**  
 REALTY  
**Perkins&Will**



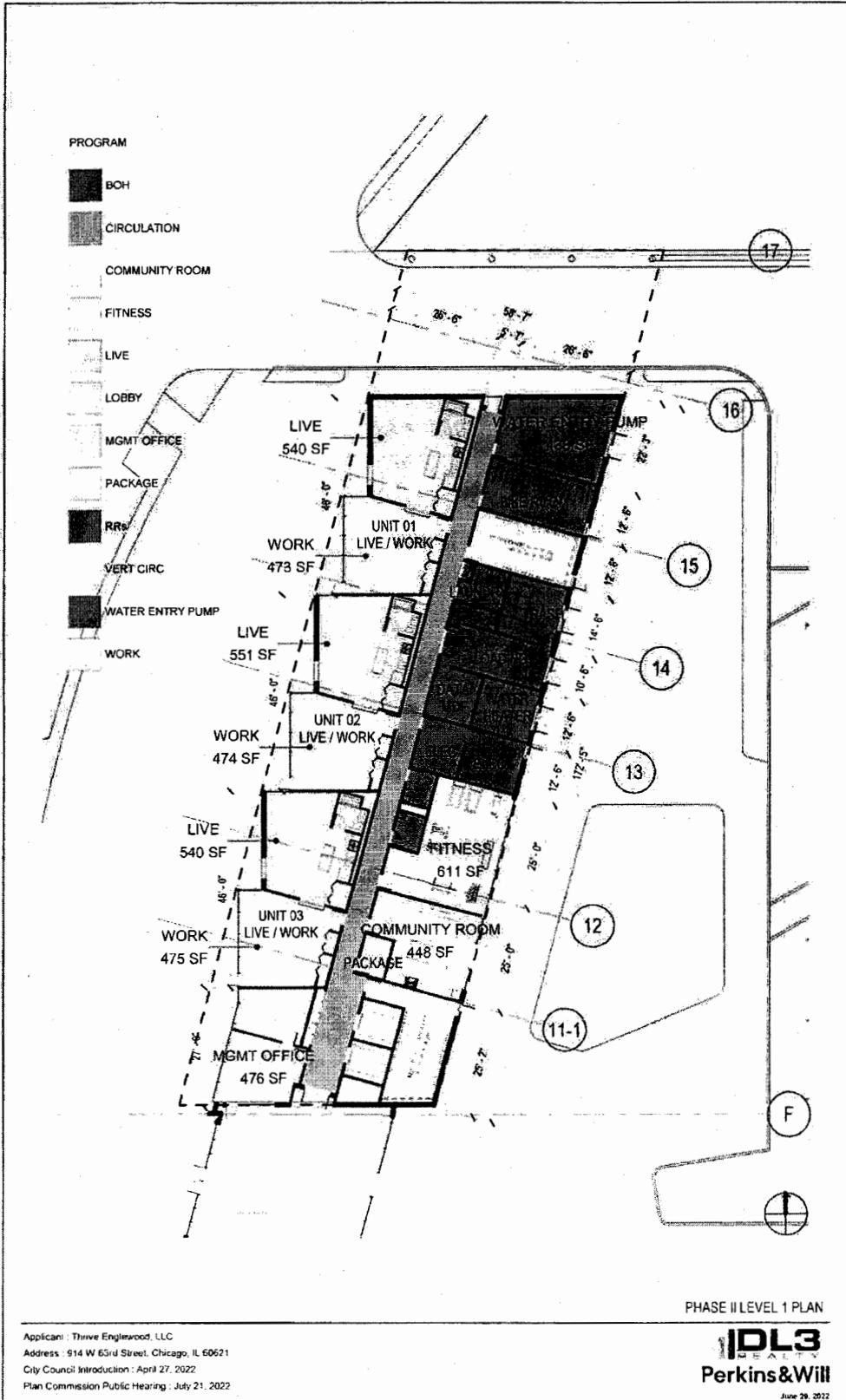
Final for Publication



Final for Publication



Final for Publication



Final for Publication

- PROGRAM
- 1 BED
  - 2 BED
  - CIRCULATION
  - ROOF TERRACE
  - SERVICE
  - VERT CIRC



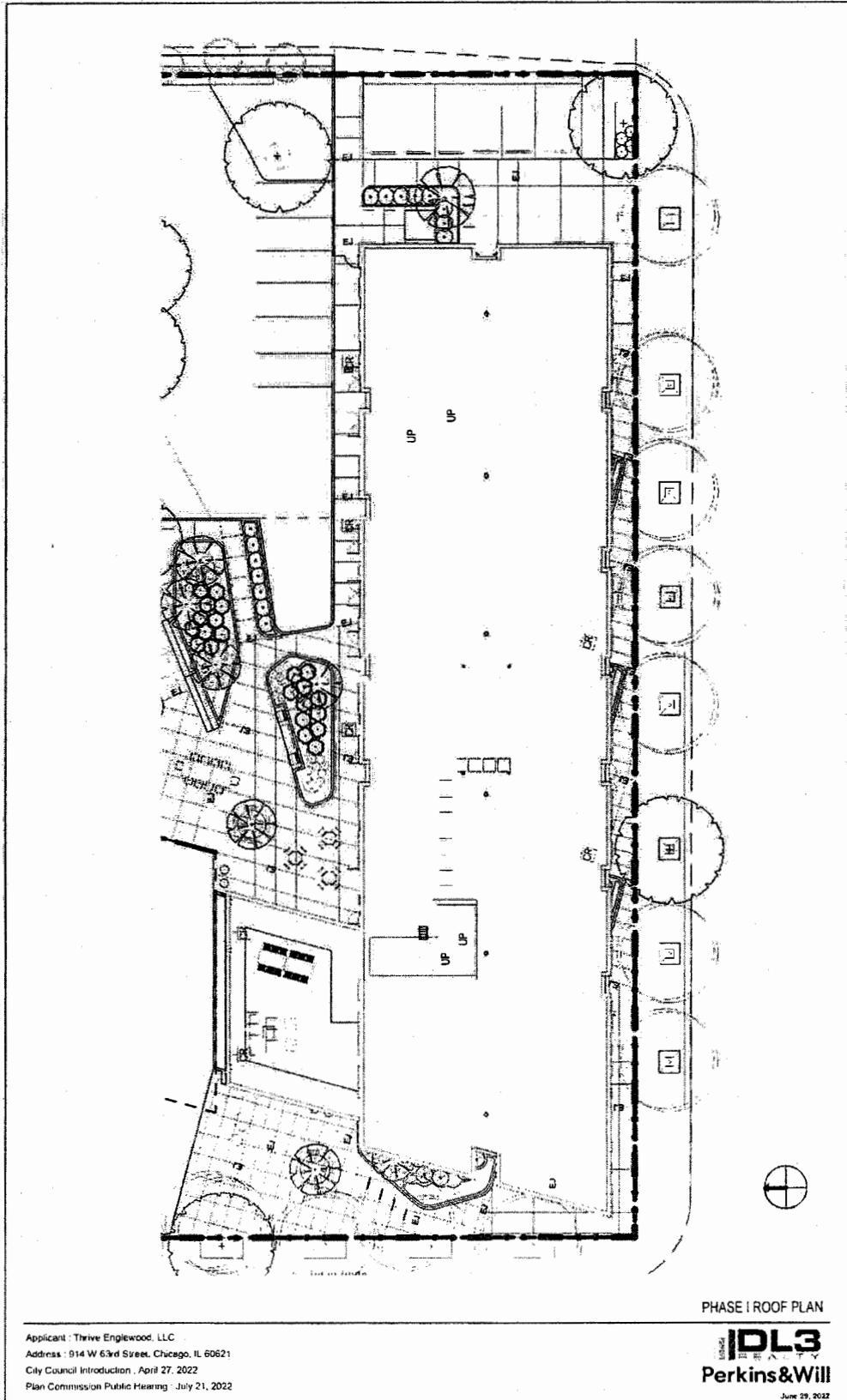
PHASE II LEVEL 2 TO 5 PLAN

Applicant : Thrive Englewood, LLC  
 Address : 914 W 63rd Street, Chicago, IL 60621  
 City Council Introduction : April 27, 2022  
 Plan Commission Public Hearing : July 21, 2022

**IDL3**  
 PERKINS & WILL

June 29, 2022

Final for Publication



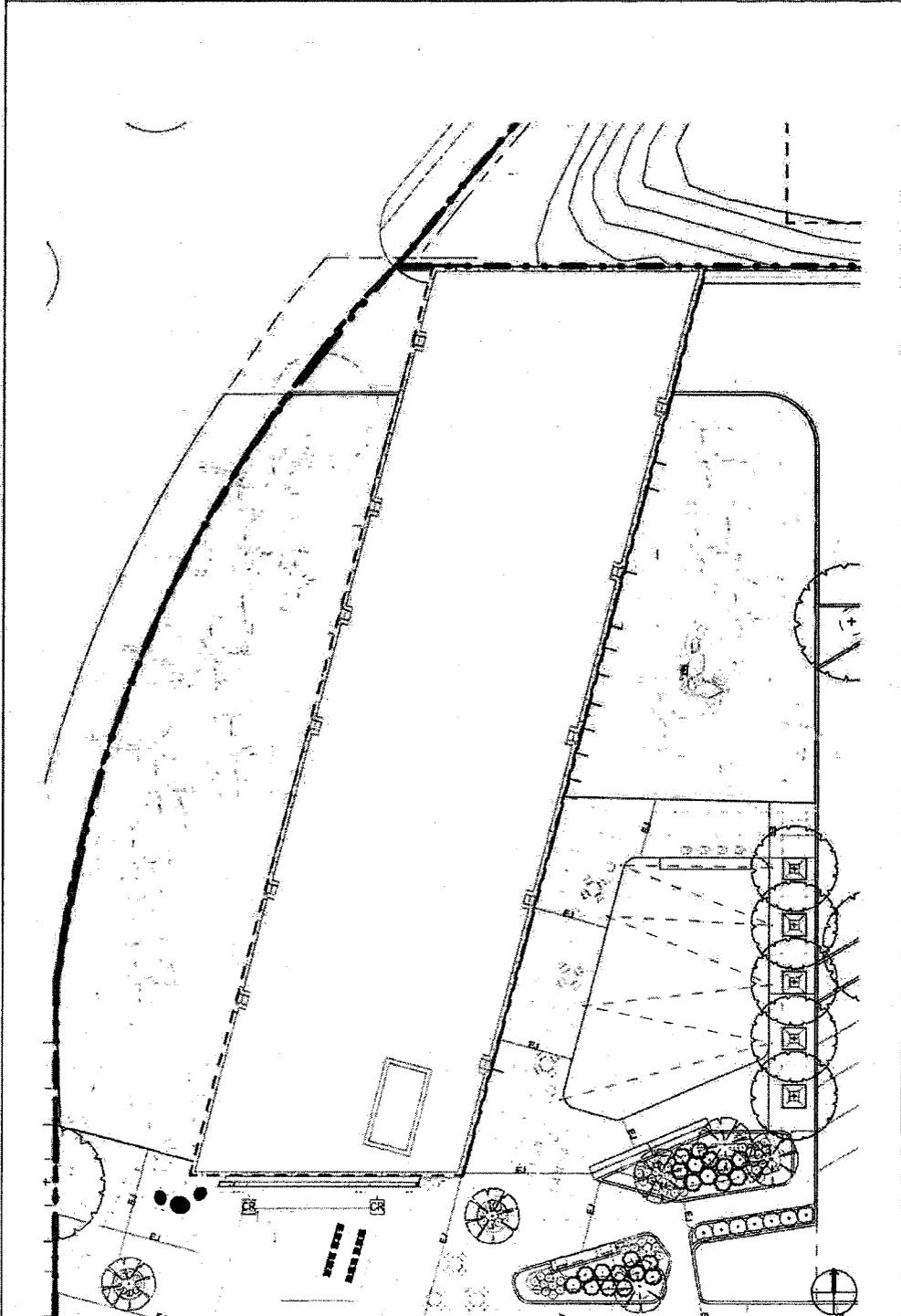
Applicant : Thrive Englewood, LLC  
Address : 914 W 63rd Street, Chicago, IL 60621  
City Council Introduction : April 27, 2022  
Plan Commission Public Hearing : July 21, 2022

PHASE I ROOF PLAN

**IDL3**  
PERKINS & WILL  
**Perkins&Will**

June 29, 2022

Final for Publication

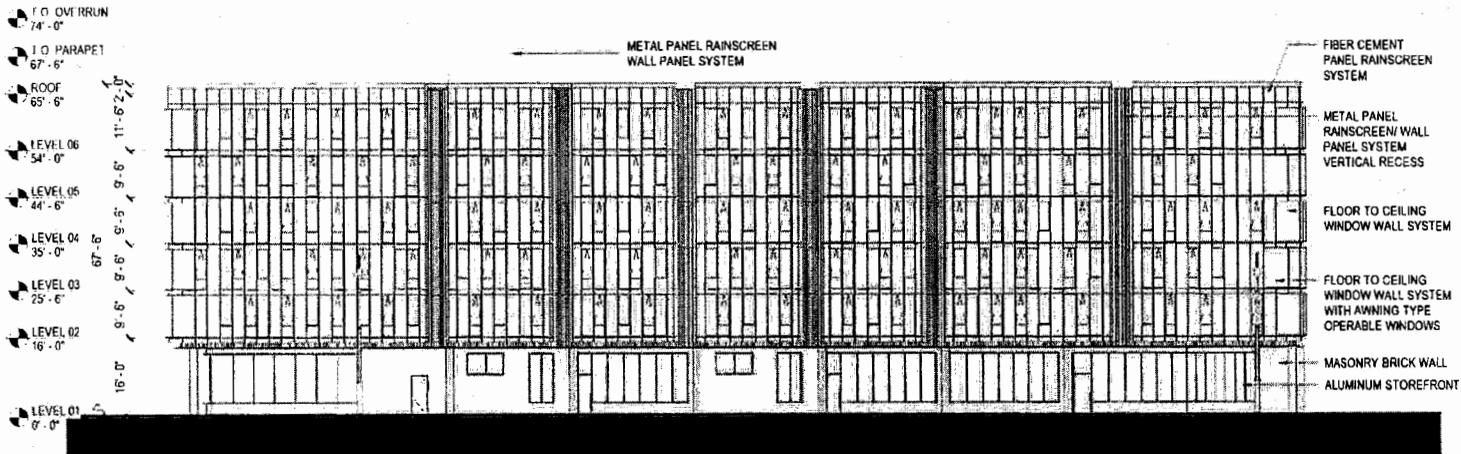


PHASE II ROOF PLAN

Applicant : Thrive Englewood, LLC  
Address : 914 W 63rd Street, Chicago, IL 60621  
City Council Introduction : April 27, 2022  
Plan Commission Public Hearing : July 21, 2022

**IDL3**  
PERKINS & WILL  
June 29, 2022

# Final for Publication

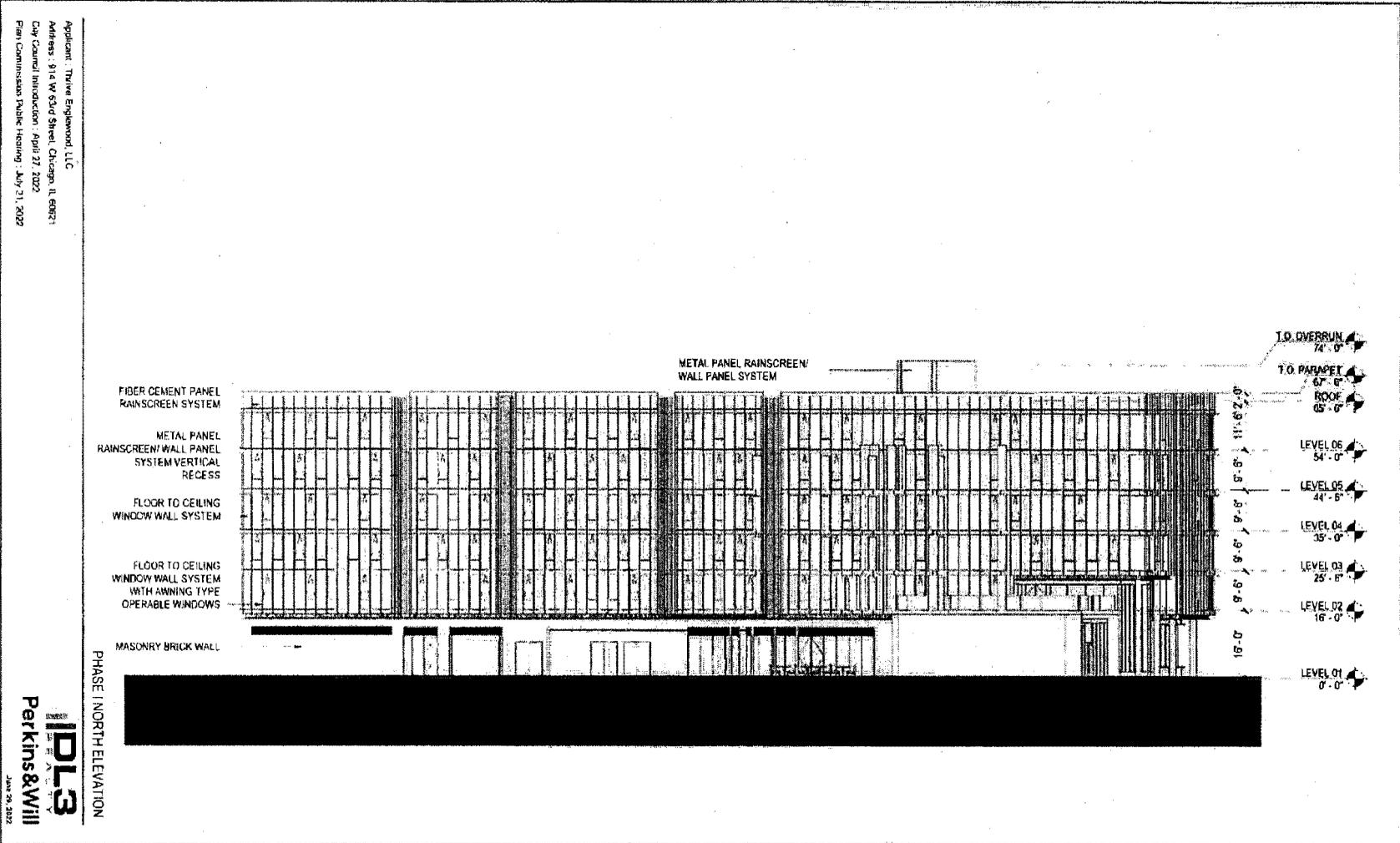


PHASE 1 SOUTH ELEVATION

Applicant: Thine Engineering LLC  
 Address: 914 W 63rd Street, Chicago, IL 60621  
 City Council Introduction: April 27, 2022  
 Plan Commission Public Hearing: July 21, 2022

**IDLE3**  
 PERKINS & WILL  
 ARCHITECTS  
 June 29, 2022

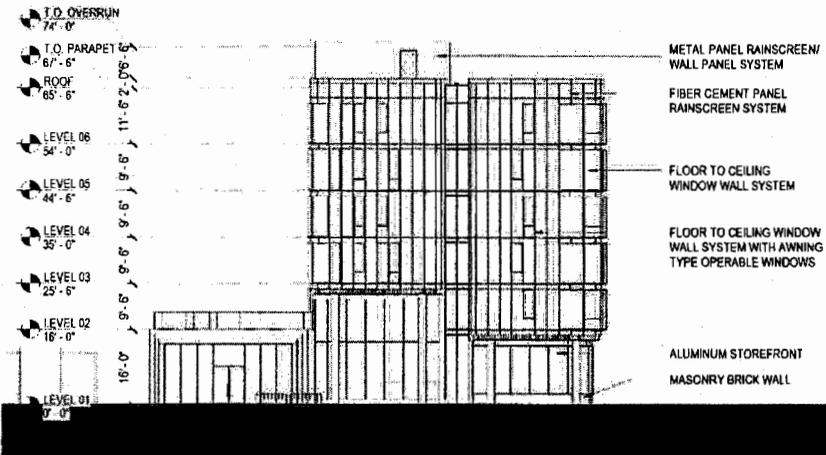
# Final for Publication



Applicant: Thruve Engineering, LLC  
 Address: 3114 W 63rd Street, Chicago, IL 60621  
 City Council Introduction: April 27, 2022  
 Plan Commission Public Hearing: July 21, 2022



# Final for Publication

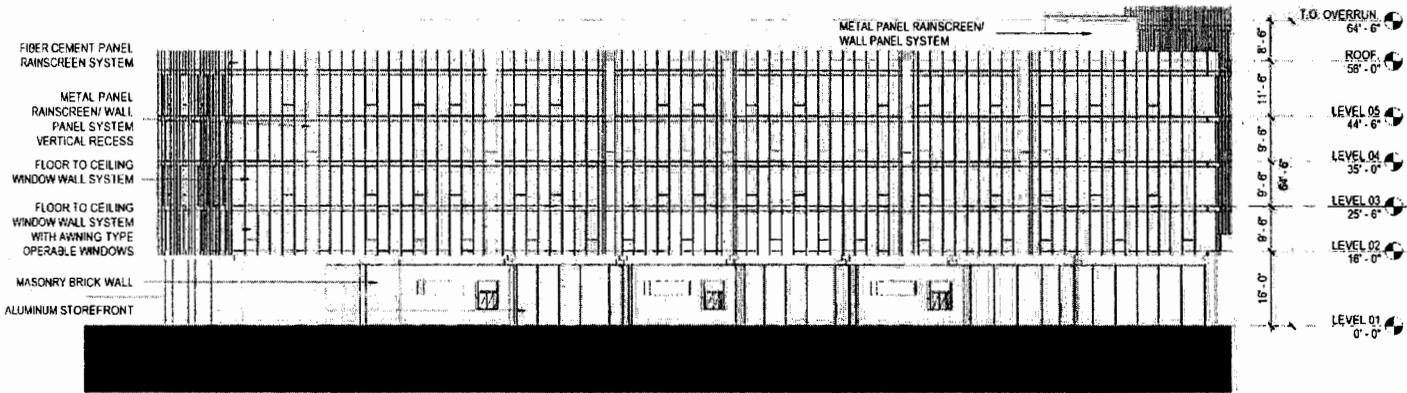


PHASE I WEST ELEVATION

Applicant: Thrive Eng'wood, LLC  
 Address: 914 W. 63rd Street, Chicago, IL 60621  
 City Council Introduction: April 27, 2022  
 Plan Commission Public Hearing: July 21, 2022

**Perkins & Will**  
 IDL3  
 June 29, 2022

# Final for Publication



FIBER CEMENT PANEL RAINSCREEN SYSTEM

METAL PANEL RAINSCREEN/WALL PANEL SYSTEM VERTICAL RECESS

FLOOR TO CEILING WINDOW WALL SYSTEM

FLOOR TO CEILING WINDOW WALL SYSTEM WITH AWNING TYPE OPERABLE WINDOWS

MASONRY BRICK WALL ALUMINUM STOREFRONT

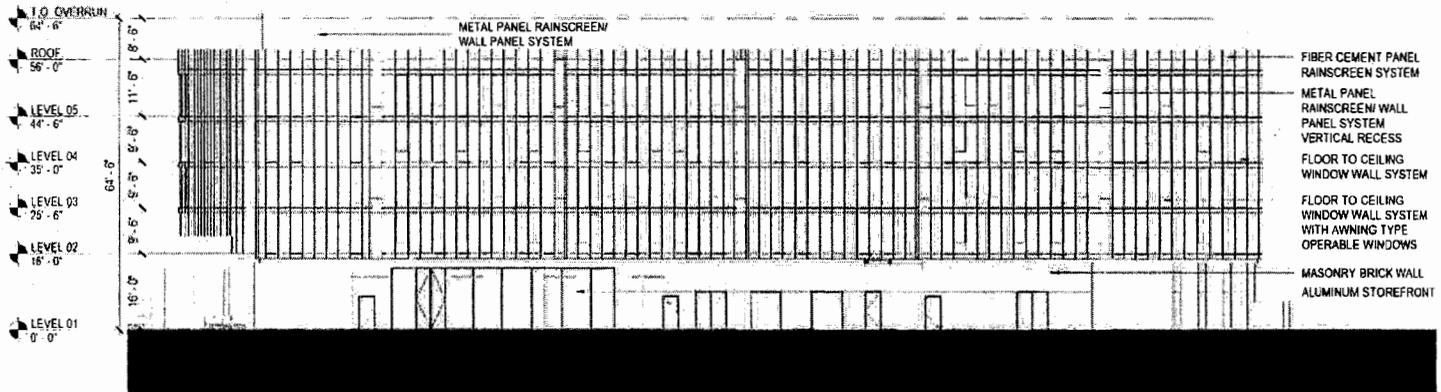
T.O. OVERRUN 64'-6"  
 9'-8"  
 ROOF 56'-0"  
 9'-11"  
 LEVEL 05 44'-6"  
 9'-8"  
 LEVEL 04 35'-0"  
 9'-8"  
 LEVEL 03 25'-6"  
 9'-8"  
 LEVEL 02 16'-0"  
 0'-91"  
 LEVEL 01 0'-0"

PHASE II WEST ELEVATION

Applicant: Three Engineers, LLC  
 Address: 914 W. East Street, Chicago, IL 60621  
 City Council Introduction: April 27, 2022  
 Plan Commission Public Hearing: July 21, 2022

**PERKINS & WILL**  
**DL3**  
 June 29, 2022

# Final for Publication

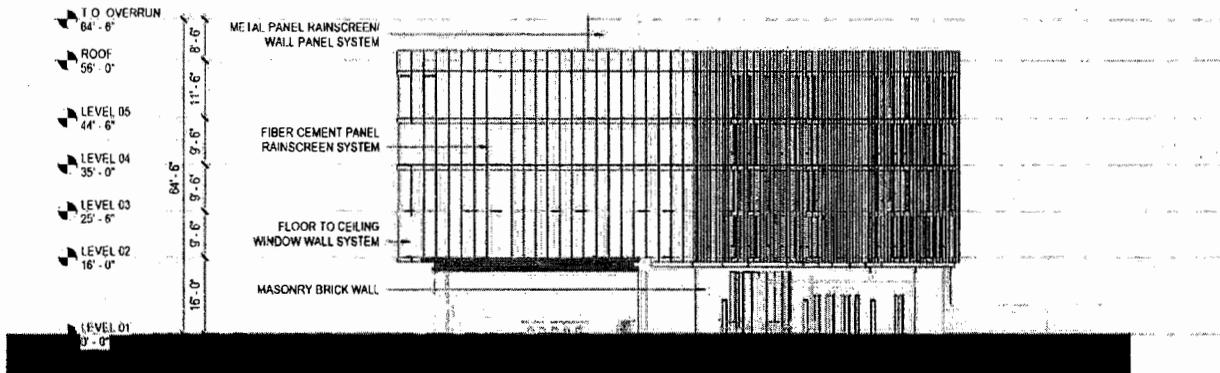


PHASE II EAST ELEVATION

Applicant: Thrive Engneerod, LLC  
 Address: 814 W. East Street, Chicago, IL 60621  
 City Council Introduction: April 27, 2022  
 Plan Commission Public Hearing: July 21, 2022

**IDL3**  
 PERKINS & WILL  
 June 28, 2022

# Final for Publication

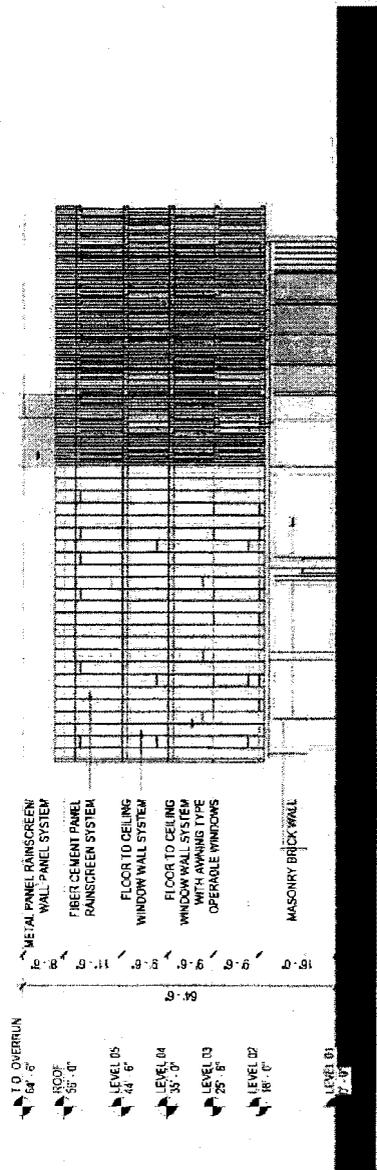


PHASE II SOUTH ELEVATION

Applicant: Thive Eyeworks, LLC  
Address: 914 W Erie Street, Chicago, IL 60621  
City Council Introduction: April 27, 2022  
Plan Commission Public Hearing: July 21, 2022

**IPD**  
**Perkins & Will**  
June 19, 2022

Final for Publication



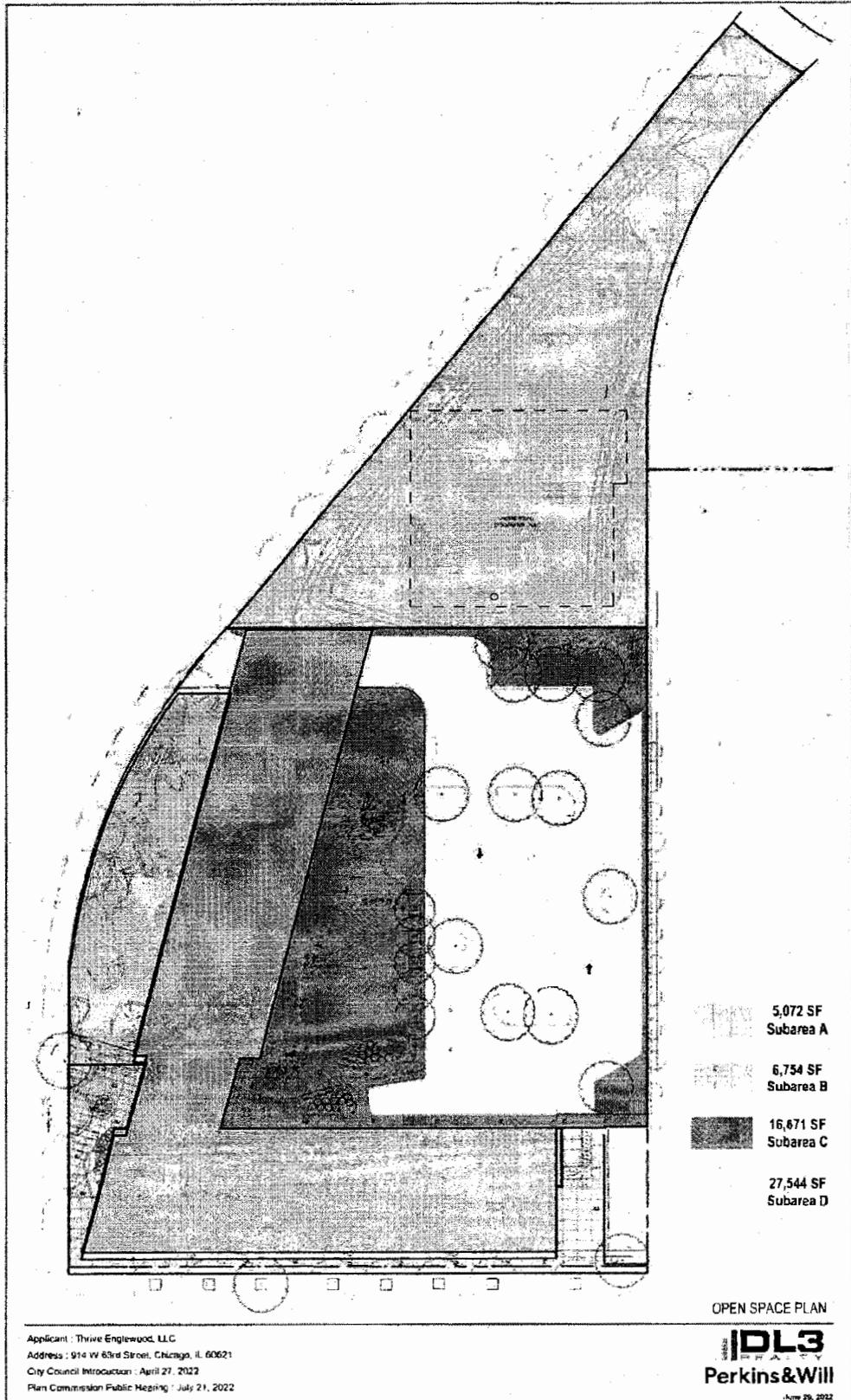
PHASE II NORTH ELEVATION

Applicant: Thrive Englewood, LLC  
 Address: 914 W 53rd Street, Chicago, IL 60621  
 City Council Introduction: April 27, 2022  
 Plan Commission Public Hearing: July 21, 2022

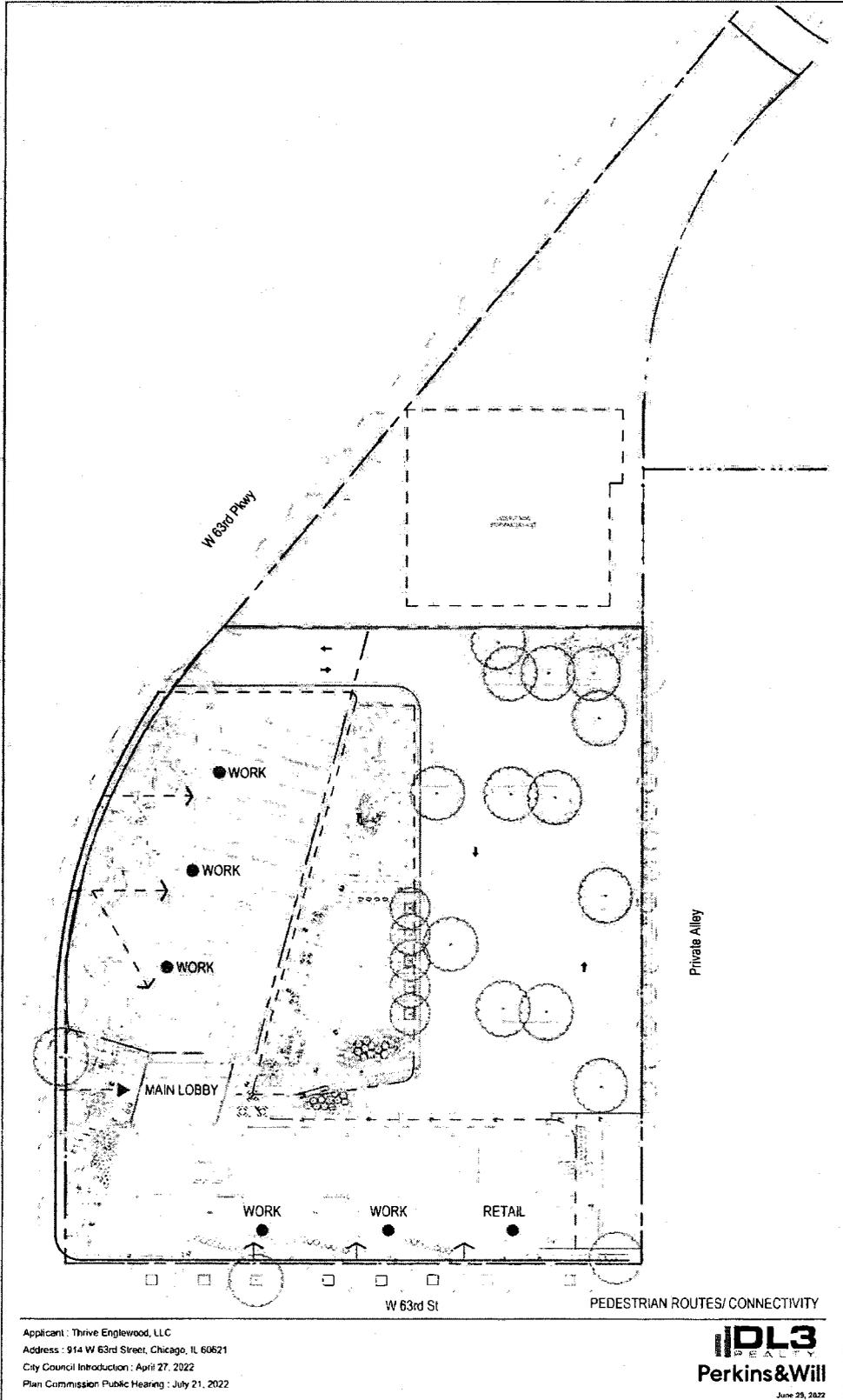


June 28, 2022

Final for Publication



Final for Publication

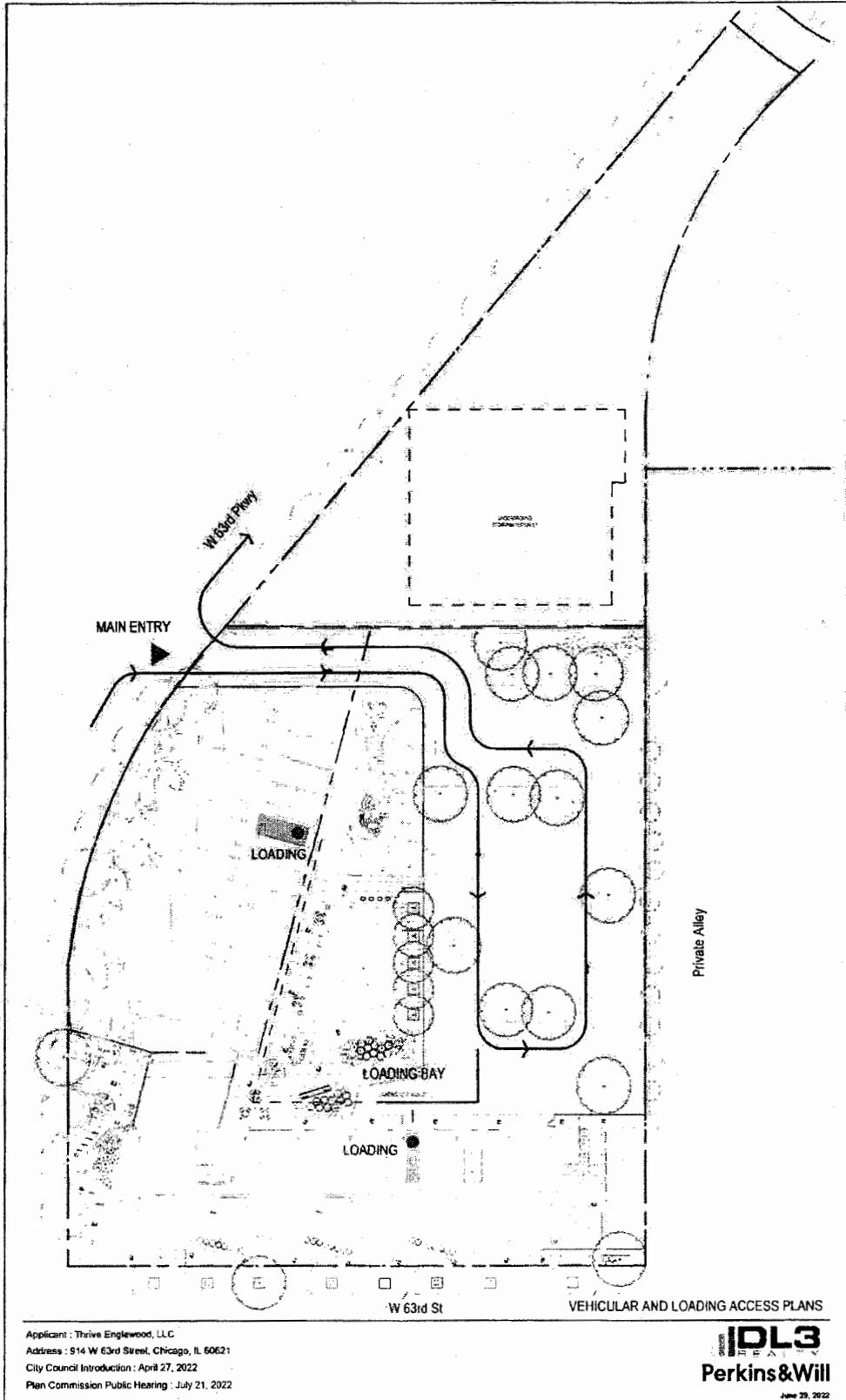


Applicant : Thrive Englewood, LLC  
 Address : 914 W 63rd Street, Chicago, IL 60621  
 City Council Introduction : April 27, 2022  
 Plan Commission Public Hearing : July 21, 2022

**IDL3**  
 PERKINS & WILL

June 29, 2022

Final for Publication



*Reclassification Of Area Shown On Map No. 16-F.*

(Application No. 21107)

(Common Address: 6930 -- 6962 S. Vincennes Ave. And 100 -- 108 W. 70<sup>th</sup> St.)

[O2022-2468]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RT4 Residential Two-Flat, Townhouse and Multi-Unit District symbols and indications as shown on Map Number 16-F in the area bounded by:

South Vincennes Avenue; West 70<sup>th</sup> Street; the alley next west of South Vincennes Avenue; and a line 354.11 feet, as measured along South Vincennes Avenue,

to those of a B1-3 Neighborhood Shopping District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

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*Reclassification Of Area Shown On Map No. 18-E.*

(Application No. 21098)

(Common Address: 650 E. 77<sup>th</sup> St.)

[O2022-2422]

*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 District symbols and indications as shown on Map Number 18-E in an area bounded by:

a line 29.14 feet north of and parallel to East 77<sup>th</sup> Street; South Langley Avenue; East 77<sup>th</sup> Street; and the alley next west of and parallel to South Langley Avenue,

to those of an RM4.5 Residential Multi-Unit District.

SECTION 2. This ordinance takes effect after its passage and due publication.

*Reclassification Of Area Shown On Map No. 20-H.*

(Application No. A-8777)

(Common Address: 8317 -- 8321 S. Paulina St.)

[O2022-2459]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all the RS3 Residential Single-Unit (Detached House) District symbols and indications as shown on Map Number 20-H in the area bounded by:

a line 166 feet south of and parallel to West 83<sup>rd</sup> Street; the alley next east of and parallel to South Paulina Street; a line 216 feet south of and parallel to West 83<sup>rd</sup> Street; and South Paulina Street,

to those of an RT4 Residential Two-Flat, Townhouse and Multi-Unit District and a corresponding use district is hereby established in the area above described.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

---

*Reclassification Of Area Shown On Map No. 22-G.*

(Application No. 21092)

(Common Address: 8900 S. Genoa Ave.)

[O2022-2380]

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

SECTION 1. Title 17 of the Municipal Code of Chicago, the Chicago Zoning Ordinance, is hereby amended by changing all of the M1-1 Limited Manufacturing/Business Park District symbols and indications as shown on Map Number 22-G in the area bounded by:

West 89<sup>th</sup> Street; South Genoa Avenue; and the Chicago Rock Island and Pacific Railroad right-of-way,

to those of an M2-1 Light Industry District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

*Reclassification Of Area Shown On Map No. 26-A.*  
(As Amended)  
(Application No. 21014T1)  
(Common Address: 10759 S. Burley Ave.)

[SO2022-1110]

*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 26-A in the area bounded by:

a line 72.50 feet north of and parallel to East 108<sup>th</sup> Street; the alley next east of and parallel to South Burley Avenue; East 108<sup>th</sup> Street; and South Burley Avenue,

to those of a C1-2 Neighborhood Commercial District.

SECTION 2. This ordinance shall be in force and effect from and after its passage and due publication.

[Site Plan NTS and Plat of Survey attached to this ordinance printed on  
Pages 52420 and 52421 of this *Journal*.]

Type 1 Narrative Rezoning Analysis attached to this ordinance reads as follows:

---

**FINAL FOR PUBLICATION****Narrative and Plans****Type 1 Zoning Amendment****10759 S Burley Ave****From M1-2 to C1-2**

**A1, Proposed land use**, to establish a Banquet Hall/Meeting Hall within the existing 1 story vacant commercial building containing 1884 Sq. Ft. with adjacent vacant lots that will be used as an accessory parking lot.

- a.) Floor area ratio 0.207 Sq. Ft.  
Lot size 9,077 Sq. Ft.  
Building size 1,884 approximate
- b.) Density (lot area per dwelling) No residential N/A
- c.) Off street parking: 13
- d.) Setbacks: Front 0'-0"  
Rear 35' 0"  
Side North 48' 5"  
South 0'-0"
- e.) Building 18' top of parapet wall.

**Note:**

The applicant will comply with section 17-3-0307 exceptions specifically, The Air Quality Ordinance, if applicable may require a special use of the Zoning Board of Appeals.

# SITE PLAN N.T.S.

LOT 13 IN GAGNE'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

S. BURLEY AVENUE, CHICAGO ILLINOIS.  
-023-06-18-205-023 & 26 18-06-024

S. BURLEY AVENUE  
(66 FT. R.O.W.)

CENTER OF CHAIN LINK FENCE 1.0 W  
SET CROSS 3.00 W & ON LINE



LANDSCAPE TO EDGE

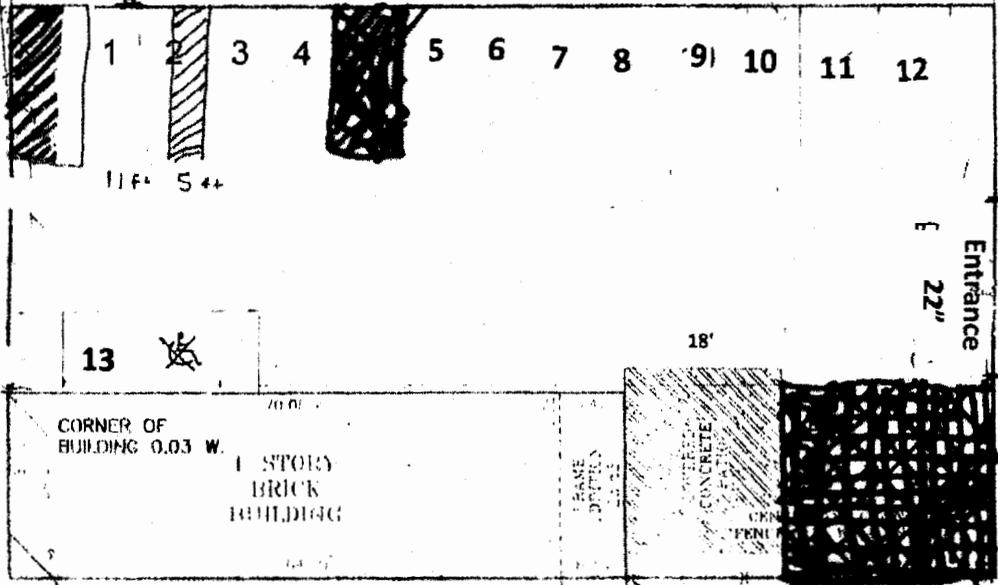
New Driveway  
Cut Curb

72.50  
SEC. 5 (RECS.)

CORNER OF BUILDING 5.59 N. & ON LINE

Accessible parking space w/access aisle and signage per Illinois Accessibility Code section 5. Code seating have been shared w/ owner.  
125.56 Meas. (125.2 Rec.)  
Grass (125.2 Rec.)  
Shrubs

The access aisle may be on either side of accessible space.  
The access aisle shall again be an accessible route



No utility/service poles

SET MAIL NAIL 3.00 E. & ON LINE

14 FT. ALLEY

24

SET CROSS 1.00 S. & 3.00

Residential

FINAL FOR PUBLICATION 21B 367

E. 108TH STREET  
(66 FT. P.O.W.)

CITY OF CHICAGO  
Department of Transportation  
Plan Review Committee Approval  
Site Plan Over-sized Driveway  
Signed: [Signature]  
Date: 10/30/2022  
Project Title: 10759 S. Burley Ave.  
Subject to acceptable construction drawings, advertising and other program approvals.  
Non-transferable, revocable if modified.

Conditionally Approved:  
Parking lot 22 foot driveway entrance from alley approved; not driveway from Burley Ave.

FINAL FOR PUBLICATION

PLAT OF SURVEY  
of

DIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 18,  
OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS



SCALE 1" = 40'

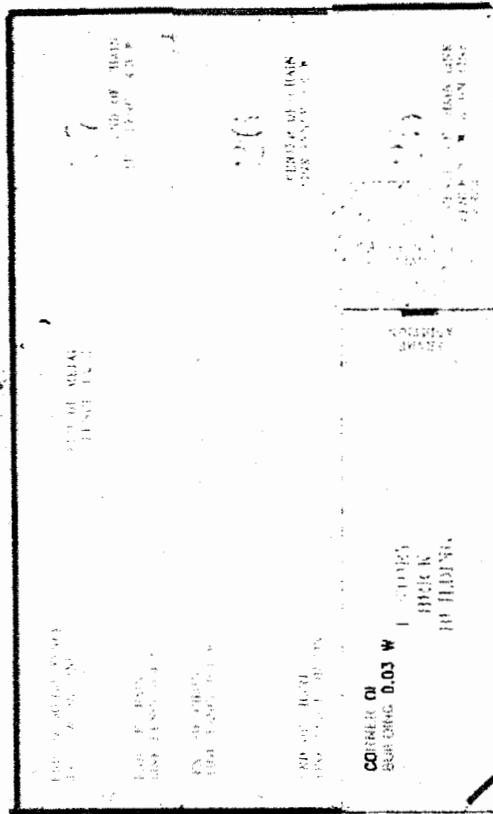
SET MAG. 500  
700' L. & 100' W. LNS

14 FT. ALLEN

28

125.56<sup>MEAS</sup>

125.56<sup>MEAS</sup>



Main entrance

33.51

125.56<sup>MEAS</sup>

125.56<sup>MEAS</sup>

14 FT. ALLEN

CORNER TO SECTION 18

CORNER TO SECTION 18

CORNER TO SECTION 18

CORNER TO SECTION 18

*Reclassification Of Area Shown On Map No. 118-B.*  
(As Amended)  
(Application No. 21083)  
(Common Address: 2542 -- 2558 S. Federal St. And 100 -- 108 W. 26<sup>th</sup> St.)  
[SO2022-2056]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 118-B in the area bounded by:

the east right-of-way of the Metra Rail Line; West 26<sup>th</sup> Street; South Federal Street; and a line 175.15 feet north of West 26<sup>th</sup> Street,

to those of a B2-5 Neighborhood Mixed-Use District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the B2-5 Neighborhood Mixed-Use District symbols and indications as shown on Map Number 118-B in the area bounded by:

the east right-of-way of the Metra Rail Line; West 26<sup>th</sup> Street; South Federal Street; and a line 175.15 feet north of West 26<sup>th</sup> Street,

to those of Residential Planned Development [\_\_\_\_\_], which is hereby established in the area above described, subject to such use and bulk regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Residential Planned Development No. \_\_\_\_\_.*

*Planned Development Statements.*

1. The area delineated herein as Residential Planned Development Number \_\_\_\_\_ (the "Planned Development") consists of a net site area of approximately 19,158 square feet of property which is depicted on the attached Planned Development Boundary and Property Line Map (the "Property"). The applicant for this Planned Development is SL Solar Lofts LLC (the "Applicant").

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance, the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400 of the Zoning Ordinance.
3. All applicable official reviews, approvals or permits are required to be obtained by any owner of the Property, as applicable, or its successors, assigns or grantees, which require such reviews, approvals or permits. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation ("CDOT") on behalf of the applicable Property owner, its successors, assigns or grantees, seeking such action.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Plans (as defined below).

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Department of Planning and Development ("DPD") and CDOT. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of CDOT.

All work proposed in the public way must be designed and constructed in accordance with CDOT Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago. The Applicant shall cooperate with CDOT to ensure the design of any adjacent public way is acceptable and consistent with surrounding public way and CDOT plans. The site plan shall detail the specific improvements and necessary infrastructure upgrades, which shall be incorporated into the site plan approval.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between CDOT's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the CDOT's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter

- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any CDOT and DPD Part II review permitting. The Perimeter Restoration Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with CDOT's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow CDOT's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by CDOT.

Developer will coordinate with CDOT to upgrade the existing bike lanes with pavement stripping or raised bike lanes, as the case may be, along that portion of the north side of West 26<sup>th</sup> Street, between South Federal Street and the elevated Metra Rail Line.

4. This planned development consists of 18 Statements; a Bulk Regulations and Data Table and the following exhibits:

Exhibit 1 -- Existing Zoning Map

Exhibit 2 -- Land-Use Map

Exhibit 3 -- Planned Development Boundary and Property Line Map

Exhibit 4 -- Planned Development Site Plan

Exhibit 5 -- Ground Floor and Landscape Plans

Exhibit 6 -- 5<sup>th</sup> Floor and Roof Terrace Plans

Exhibit 7 -- Roof Plan

Exhibit 8 -- East Elevation

Exhibit 9 -- South Elevation

Exhibit 10 -- North Elevation

Exhibit 11 -- West Elevation

prepared by Gregory Ramón Design Studio, Inc. (collectively, the "Plans"). In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Chicago Building Code shall control. This Planned Development conforms to the intent and purpose of the Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Zoning Ordinance, this Planned Development ordinance shall control.

5. The following uses are permitted within the Planned Development: multi-unit residential uses located on the ground floor and above the ground floor; accessory parking and accessory uses.
6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio ("FAR") for the site shall be in accordance net site area of 19,158 square feet and a base FAR of 3.7.
9. Upon review and determination, "Part II review", pursuant to Section 17-13-0610 of the Zoning Ordinance, a Part II review fee shall be assessed by the Department of Planning and Development. The fee, as determined by staff at the time, is final and binding and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plan shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines. Final landscape plan review and approval will be by the Department of Planning and Development. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Plans are hereby approved in their entirety and no further approvals shall be required under this Planned Development or the Zoning Ordinance for any use contemplated herein which is located or established in, on, over or above the improvements, facilities and spaces undertaken in accordance with the Plans other than Part II approval (per Section 17-13-0610 of the Zoning Ordinance).
12. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Environment and Buildings, under Section 13-32-125 of the Municipal Code, or any other provision of that code.

13. Subject to the provisions of Statement Number 2 of this Planned Development, the terms and conditions of development under this Planned Development ordinance may be modified administratively pursuant to Section 17-13-0611-A of the Zoning Ordinance by the Zoning Administrator upon the application for such a modification by the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors.
14. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes and enables universal access throughout the Property as required by law. Plans for all new buildings and improvements on the Property constructed after the date hereof shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities.
15. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
16. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and \*(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the

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\* Editor's Note: Numbering sequence error; (i) missing in original document.

time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof, and evidence of such participation. In addition to the foregoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.

17. The Applicant acknowledges and agrees that the rezoning of the Property from C2-3 Motor Vehicle-Related Commercial District to B2-5 Neighborhood Mixed-Use District and then to this Planned Development ("P.D.") is an "entitlement" that triggers the requirements of Section 2-44-085 of the Municipal Code of Chicago (the "ARO"). The P.D. is located in a "community preservation area" within the meaning of the ARO. The Applicant intends to renovate the existing building and provide 47 rental units (the "Project").

In accordance with Ordinance Number O2021-631 approved by the City Council on October 14, 2021, the Applicant will receive a cash payment in the amount of \$5,579,350.40, as adjusted in accordance with the ARO ("Cash Payment") from the developer of a 282-unit rental building in P.D. Number 1524 at 180 North Morgan Street for the construction of 28 affordable units in the Project (the "Assumed Units"). The Assumed Units will partially satisfy P.D. Number 1524's ARO obligation and will not count in calculating the ARO obligation for this Project. Instead, the ARO obligation for this Project is based on 19 units (47 total units minus 28 Assumed Units).

Developers of rental projects in community preservation areas with less than 30 units must provide 20 percent of the units in the residential development as affordable units. The developer must provide at least 25 percent of the affordable units on-site and another 25 percent on-site or off-site (collectively, the "Required Units"), and may satisfy the balance of its affordable housing obligation through; (a) the establishment of additional on-site or off-site affordable units; (b) payment of a fee in lieu of the establishment of on-site or off-site affordable units; or (c) any combination thereof. All on-site affordable units must be accessible dwelling units, as required under subsection (W)(10) of the ARO, and developers must give preference in leasing accessible units to people with disabilities, as specified in the ARO rules. All off-site

affordable units must have at least two bedrooms and must be located in a downtown district, inclusionary housing area, or community preservation area. Whether on-site or off-site, developers must give preference in leasing affordable units of two bedrooms or more to multi-person households, as specified in the ARO rules. If a residential project is located in a transit-served location, off-site units must be located in a substantially comparable transit-served location.

The Applicant's affordable housing obligation for the Project (the "Project Units") is 3.8 affordable units (20 percent of 19 dwelling units). The Applicant has agreed to satisfy its overall affordable housing obligation by providing a total of 32 affordable units on-site (the 4 Project Units + the 28 Assumed Units), as set forth in the Affordable Housing Profile ("AHP") attached hereto. The Project Units and the Assumed Units are collectively referred to herein as the "ARO Units." The Applicant agrees that the ARO Units must be affordable to households with a range of incomes averaging 60 percent of the Chicago Primary Metropolitan Statistical Area Median Income ("AMI"), as updated annually, provided that (x) the maximum income level for any ARO Unit may not exceed 80 percent of the AMI, (y) at least one-third (or 11 ARO Units) must be affordable to households at or below 50 percent of the AMI, of which one-sixth (or 2 of the 11 ARO Units) must be affordable to households at or below 40 percent of the AMI, and (z) all income levels must be multiples of 10 percent of the AMI.

If the Applicant requests any material change to its method of compliance with the ARO, DOH may adjust the AHP as requested, in accordance with the ARO, without amending the P.D., provided however, the Applicant must update and resubmit the revised AHP to DOH for review and approval and, at DOH's request, provide an informational presentation to the Plan Commission on such change. Prior to the issuance of any building permits for any residential building in the P.D., including, without limitation, excavation or foundation permits, the Applicant must execute and record an Inclusionary Housing Agreement (IHA), in accordance with subsection (N) of the ARO. The terms of the IHA and any amendments thereto are incorporated herein by this reference. The Applicant acknowledges and agrees that the IHA will be recorded against the P.D. and will constitute a lien against such Property. The Commissioner of DOH may enforce remedies for any breach of this Statement 17, including any breach of any IHA, and enter into settlement agreements with respect to any such breach, subject to the approval of the Corporation Counsel, without amending the P.D.

This statement does not include all ARO requirements and options. It is intended to provide an overview of the application of the ARO to this P.D. In the event of any conflict between this statement and the terms and conditions of the ARO, the ARO shall govern.

18. This Planned Development shall be governed by Section 17-13-0612 of the Zoning Ordinance. Should this Planned Development ordinance lapse, the Zoning Administrator shall initiate a zoning map amendment to rezone the Property to a B2-5 Neighborhood Mixed-Use District.

[Site Context Plan; Proposed Ground, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup> and 5<sup>th</sup> Floor Plans; Existing Zoning Map; Existing Land-Use Area Map; Property Line/Boundary Map; Generalized Site Plan; Ground Floor and Landscape Plans; 5<sup>th</sup> Floor/Roof Terrace Plans; Roof Plan; and North, South, East and West Building Elevations referred to in these Plan of Development Statements printed on pages 52434 through 52450 of this *Journal*.]

Bulk Regulations and Data Table, ARO Affordable Housing Profile Form (AHP) and ARO Web Form referred to in these Plan of Development Statements read as follows:

*Residential Planned Development No.* \_\_\_\_\_

*Bulk Regulations And Data Table.*

Site Area:

Gross Site Area:	29,661 square feet
Public Right-of-Way:	10,503 square feet
Net Site Area:	19,158 square feet

Residential Dwelling Units:	47
Floor Area Ratio:	3.70
Minimum Off-Street Parking Spaces:	25
Minimum Bicycle Spaces:	19
Maximum Building Height:	78 feet, 8 inches
Minimum Setbacks:	
North:	0 feet, 0 inches
South:	0 feet, 0 inches
East:	0 feet, 0 inches
West:	5.18 inches



Date: 07/06/2022

**DEVELOPMENT INFORMATION**

Development Name: SL Solar Lofts  
Development Address: 2542-2568 S Federal Street, Chicago, IL 60616  
Zoning Application Number, if applicable: Ward: 3  
If you are working with a Planner at the City, what is his/her name? Josh Son

Type of City Involvement  
check all that apply

- City Land
- Planned Development (PD)
- Financial Assistance
- Transit Served Location (TSL) project
- Zoning increase

**REQUIRED ATTACHMENTS:** the AHP will not be reviewed until all required docs are received

- ARO Web Form completed and attached - or submitted online on
- ARO "Affordable Unit Details and Square Footage" worksheet completed and attached (*Excel*)
- If ARO units proposed, Dimensioned Floor Plans with affordable units highlighted are attached (*pdf*)
- If ARO units proposed are off-site, required attachments are included (see next page)
- If ARO units are CHA/Authorized Agency units, signed acceptance letter is attached (*pdf*)

**DEVELOPER INFORMATION**

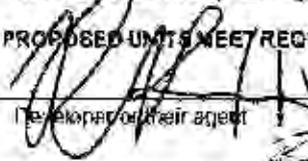
Developer Name: SL Solar Lofts, LLC  
Developer Contact: Robert 'A.J.' Patton  
Developer Address:  
Email: ajpatton@548capital.com Developer Phone: 812-841-3139  
Attorney Name: Carol D. Stubblefield, Neal & Leroy, LLC Attorney Phone: 312-641-7144

**TIMING**

Estimated date marketing will begin: November 2023  
Estimated date of building permit\*: February 2023  
Estimated date ARO units will be complete: Spring 2024

\*The in-lieu fee, recorded covenant and \$5,000 per unit administration fee (for off-site units) are required prior to the issuance of any building permits, including the foundation permit.

**PROPOSED UNITS MEET REQUIREMENTS** (to be executed by Developer & ARO Project Manager)

  
 Developer or their agent \_\_\_\_\_ Date: 9/15/22  
  
 ARO Project Manager, DOH \_\_\_\_\_ Date: 09/14/2022



AFFORDABLE REQUIREMENTS ORDINANCE



ARO Web Form

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**Applicant Contact Information**

Name: Robert 'A.J.' Patton  
Email: accounting@548capital.com

**Development Information**

Are you rezoning to downtown?: No  
Is your project subject to the ARO Pilots?: 2021 ARO REQUIREMENTS APPLY

**Address**

**Submitted Date: 08/19/2022**

Number From :2542    Number To: 2558    Direction: S  
Street Number:Federal Street                      Postal Code: 60616

**Development Name**

SL Solar Lofts

**Information**

Ward :3                      ARO Zone: ARO Community Preservation Area

**Details**

ARO trigger: Zoning change and planned development  
Total units: 47  
Development type: Rent  
TSL Project : 3.75 FAR (50% ARO on-site requirement)  
Submitted date: 07/06/2022

**Requirements****FINAL FOR  
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Affordable units: 3.8 (20% of 19 total DUs) \*On-site aff. Units: 1

How do you intend to meet your required obligation

On-Site: 32 ARO Units (the 4 Project Units + the 28 Assumed Units) Off-Site: 0

On-Site to CHA or Authorized agency: 0 Off-Site to CHA or Authorized agency: 0

Total Units: 32 ARO Units In-Lieu Fee Owed: 0

All the 4 Project Units will be Type A Accessible. Type A units will be Unit 200, Unit 201, Unit 208, and Unit 403.

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Project Name:	Solo Loft
20000/Maintenance Contact / Application:	
Address:	2542-2558 South Federal Street / 100-108 West 101st St Chicago, IL 60616
Intense a for Sale or Rental Project?	Rental
Anticipated average cost per unit? \$	

Total Units in Project	57
Total Affordable Units	0

All projects with proposed ARD units must complete this ISD

	Required for all units	Required for ARD units
Parking	Yes	Yes
Laundry	Yes	Yes
Appliances	Yes	Yes
Refrigerator	Yes	Yes
type/EnergyStar/Make/model/color	Yes	Yes
Dishwasher	Yes	Yes
type/EnergyStar/Make/model/color	Yes	Yes
Stove/Oven	Yes	Yes
type/EnergyStar/Make/model/color	Yes	Yes
Microwave	Yes	Yes
type/EnergyStar/Make/model/color	Yes	Yes
Bathroom(s)	Yes	Yes
only bath?	Yes	Yes
half bath? Full bath?	Yes	Yes
Kitchen countertops	Yes	Yes
material	Yes	Yes
Flooring	Yes	Yes
material	Yes	Yes
HVAC	Yes	Yes
Other	Yes	Yes

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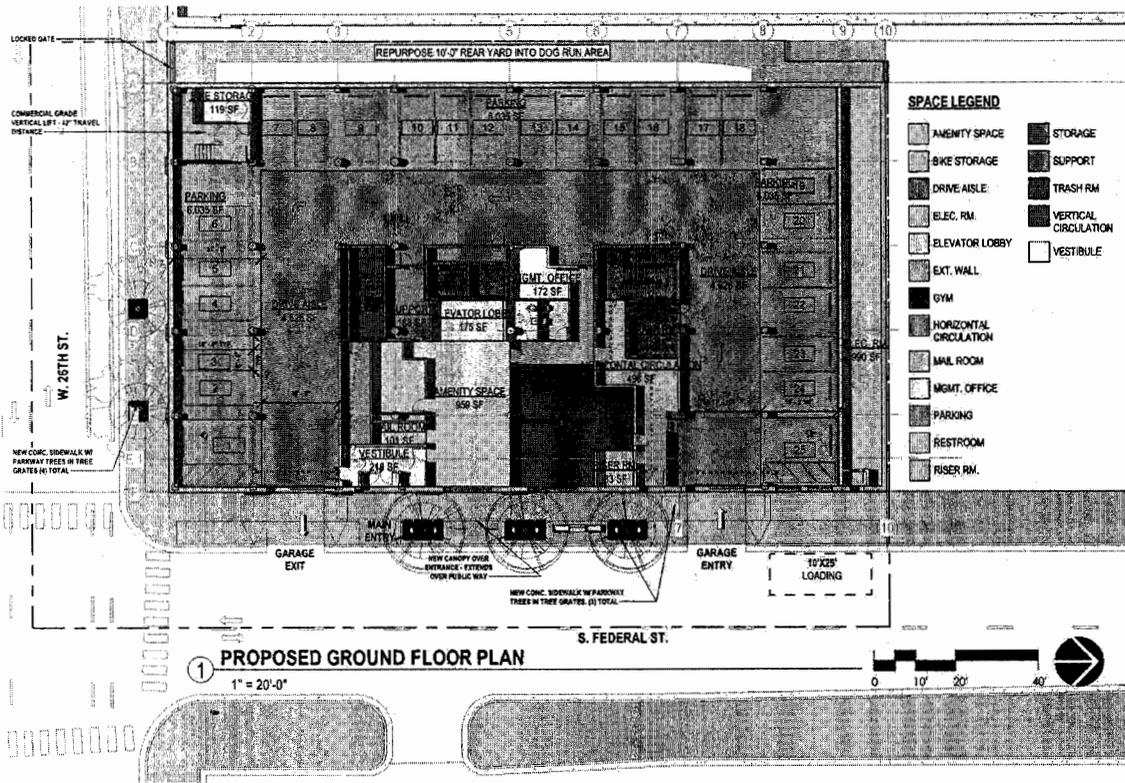
PUBLIC AREA BOUNDARY	
NO.	DESCRIPTION
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SITE CONTEXT PLAN



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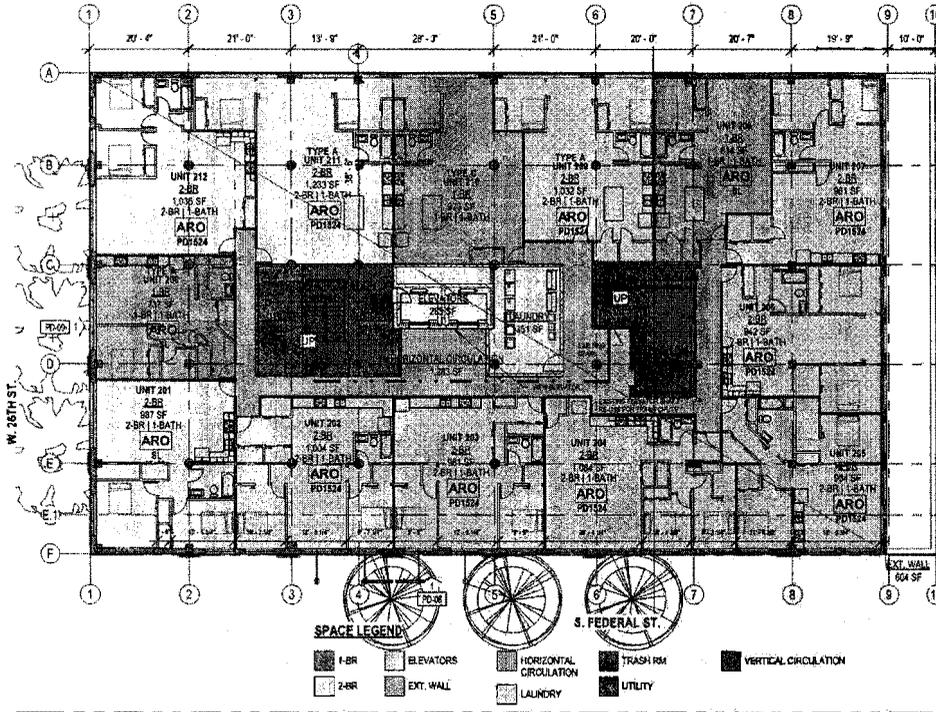


SPACE TYPE SUMMARY		
SPACE NAME	AREA	QTY.
<b>1ST FLOOR</b>		
AMENITY SPACE	369 SF	1
BIKE STORAGE	119 SF	1
DRIVE AISLE	4,468 SF	1
ELEC. RM.	980 SF	1
ELEVATOR LOBBY	175 SF	1
EXT. WALL	691 SF	1
GYM	756 SF	1
HORIZONTAL CIRCULATION	1,148 SF	4
MAIL ROOM	101 SF	1
MGMT. OFFICE	172 SF	1
PARKING	6,193 SF	1
RESTROOM	181 SF	2
RISER RM.	83 SF	1
STORAGE	80 SF	1
SUPPORT	168 SF	1
TRASH RM.	191 SF	1
VERTICAL CIRCULATION	756 SF	3
VESTIBULE	218 SF	1
	17,463 SF	24
24		

UNIT COUNT SUMMARY		
SPACE NAME	AREA	QTY.
<b>2ND FLOOR</b>		
1-BR		3
2-BR		19
		13
<b>3RD FLOOR</b>		
1-BR		3
2-BR		10
		13
<b>4TH FLOOR</b>		
1-BR		4
2-BR		5
		12
<b>5TH FLOOR</b>		
1-BR		4
2-BR		5
		9
47		47

**SITE & GROUND FLOOR PLAN**

**FINAL FOR PUBLICATION**



**SPACE TYPE SUMMARY**

SPACE NAME	AREA	QTY.
<b>2ND FLOOR</b>		
1-BR	2,654 SF	3
2-BR	10,194 SF	10
ELEVATORS	283 SF	1
EXT. WALL	604 SF	1
HORIZONTAL CIRCULATION	1,283 SF	1
LAUNDRY	351 SF	1
TRASH RM	144 SF	1
UTILITY	454 SF	2
VERTICAL CIRCULATION	540 SF	2
	16,386 SF	22
	16,386 SF	22

**GENERAL NOTES**  
 1. U.A.R.O., ALL UNITS ARE TYPE B UNITS.

(e) In multiple dwellings, one exit shall be permitted to a public corridor from a dwelling unit when the point distance to the most remote door while the unit does not exceed 40 feet and 50 feet from the nearest remote point of the dwelling unit. Two control and doors are required when these distances are exceeded.

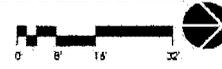
**EGRESS CALCULATIONS**

PROVIDED DISTANCE BETWEEN EXITS	DIAGONAL LENGTH OF DISTANCE SERVED	S.D.G. SPRINKLERED ?	CODE REQ. MIN. EXIT SEPARATION
72'-0"	102'-0"	Yes	64'-0"
72'-0"			

**SPACE LEGEND**

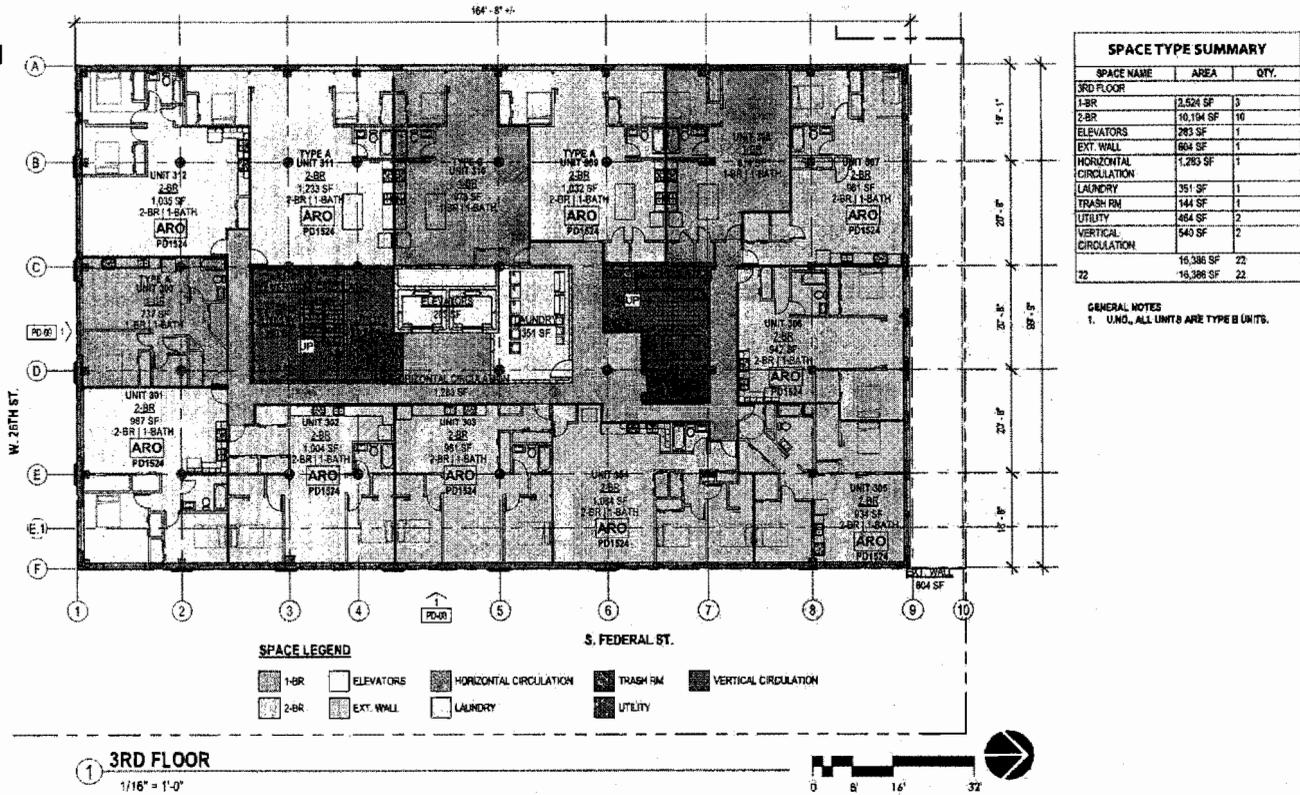
1-BR	ELEVATORS	HORIZONTAL CIRCULATION	TRASH RM	VERTICAL CIRCULATION
2-BR	EXT. WALL	LAUNDRY	UTILITY	

**1 2ND FLOOR**  
 1/16" = 1'-0"



**LEVEL 2 FLOOR PLAN**

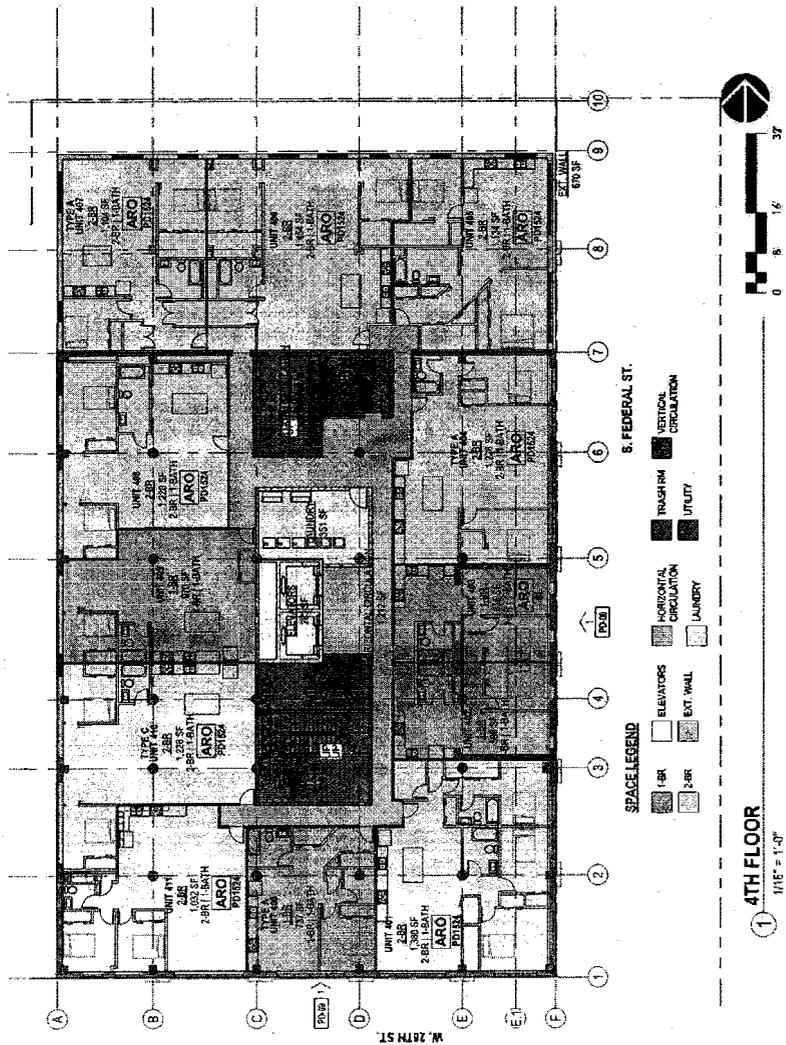
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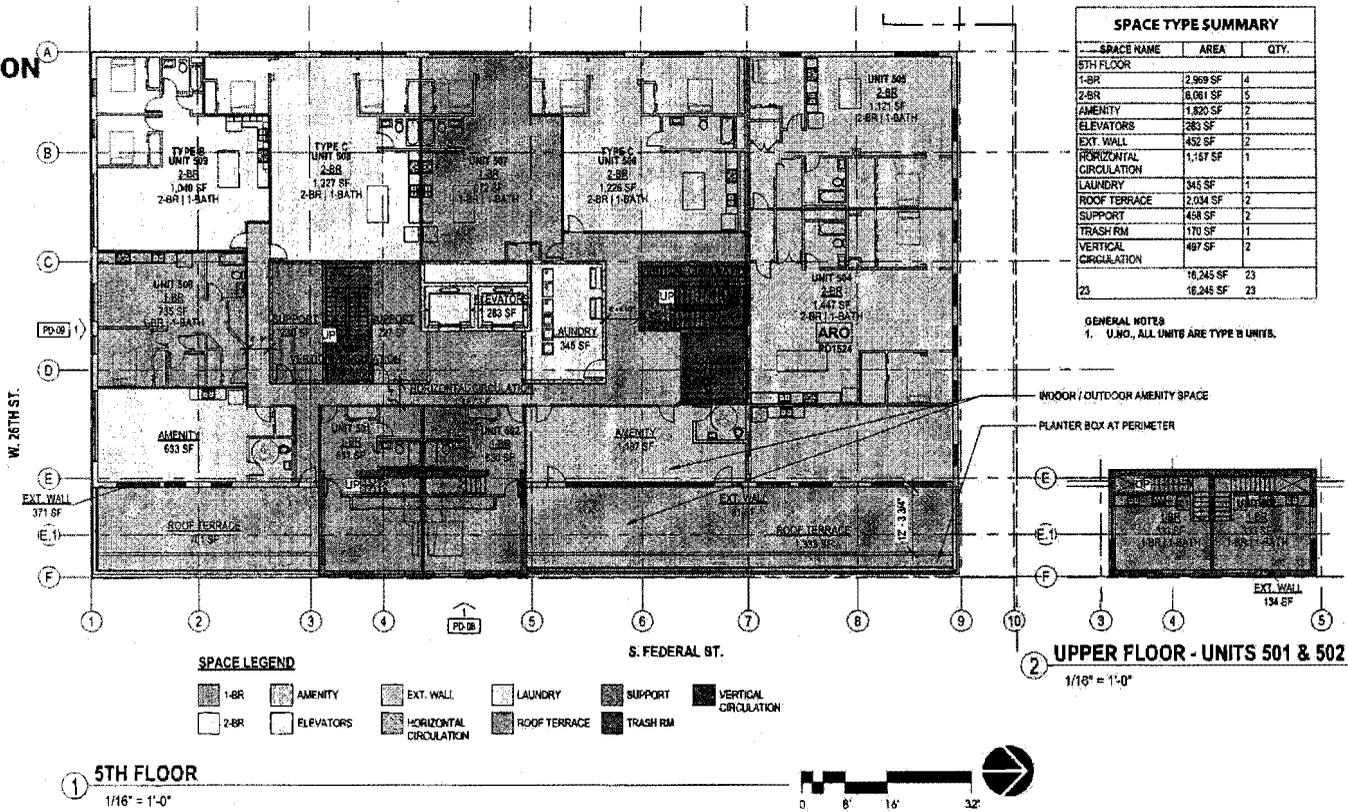
SPACE TYPE SUMMARY			
SPACE NAME	AREA	QTY.	
4TH FLOOR	16,363 SF	21	
1-BR	6,070 SF	14	
2-BR	6,376 SF	14	
ELEVATORS	263 SF	1	
EXT. WALL	870 SF	1	
HORIZONTAL CIRCULATION	1,212 SF	1	
LAUNDRY	381 SF	1	
TRASHRM	148 SF	1	
UTILITY	484 SF	2	
VERTICAL CIRCULATION	541 SF	2	
	16,363 SF	21	
	16,363 SF	21	

GENERAL NOTES  
 1. U.N.D. ALL UNITS ARE TYPE B UNITS.



LEVEL 4 FLOOR PLAN

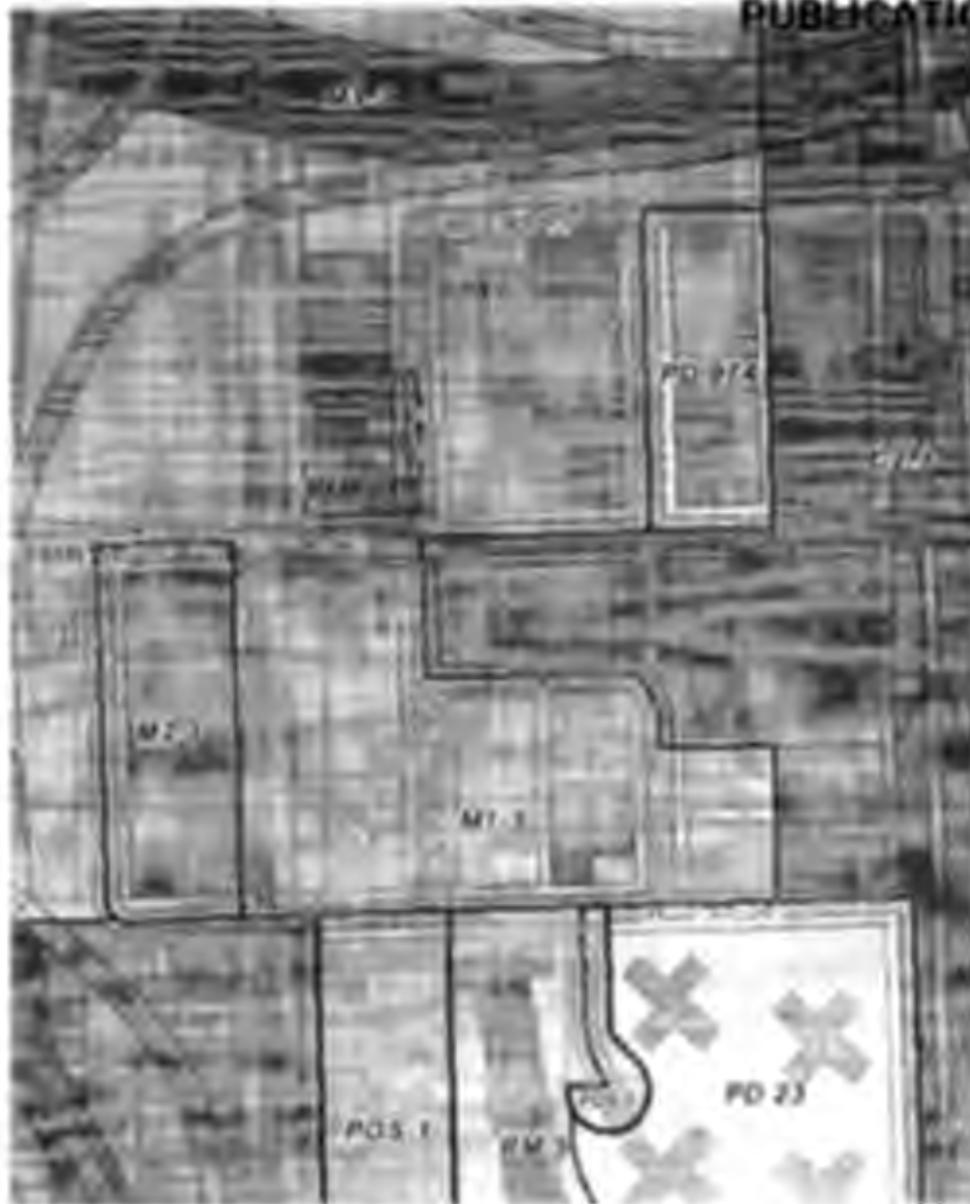
FINAL FOR PUBLICATION



**LEVEL 5 FLOOR PLAN**

EXISTING ZONING MAP

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- 1. MOTOR VEHICLE-RELATED COMMERCIAL DISTRICT
- 2. LIMITED MANUFACTURING/BUSINESS PARK DISTRICT
- 3. LIGHT INDUSTRY DISTRICT
- 4. RES.DENTIAL
- 5. PARKS & OPEN SPACE



SOLAR LOFTS

APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

Gregory Ramón Design Studio, Inc.

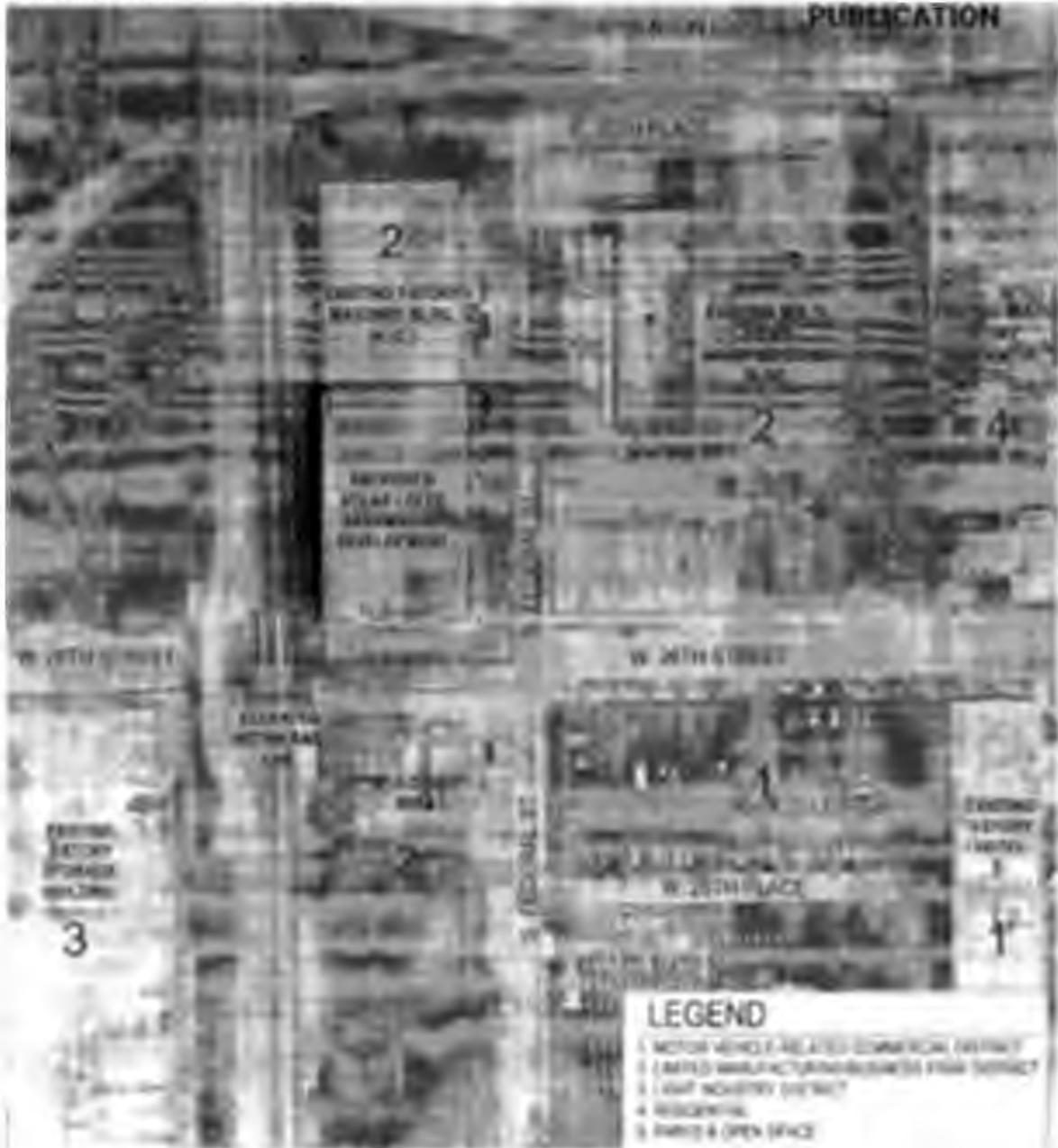
PD-01

www.gregoryramon.com

EXISTING LAND USE AREA MAP

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**1** EXISTING LAND USE AREA MAP  
 1" = 100'-0"



**SOLAR LOFTS**

APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

**PD-02**

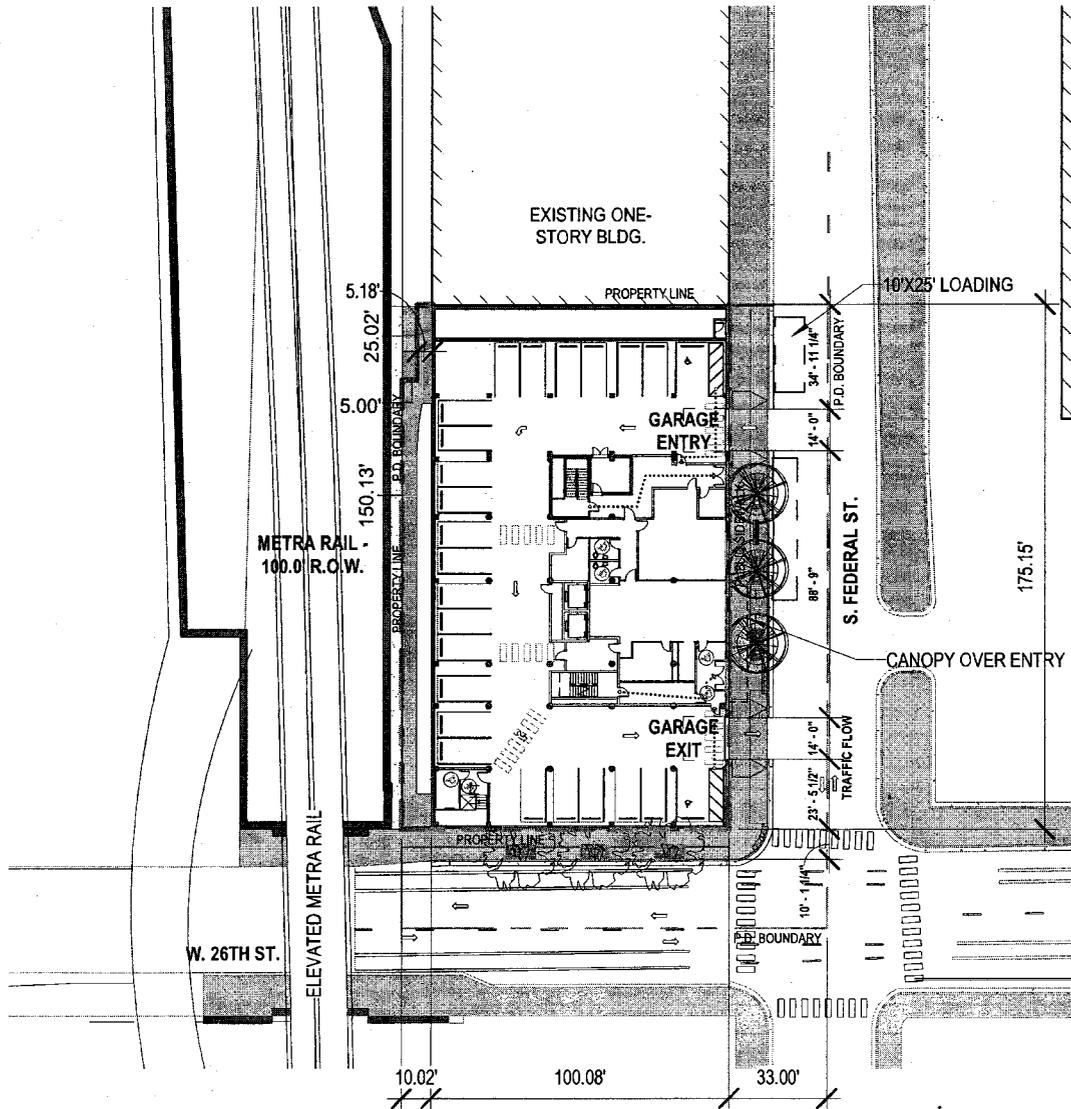
© 2022 Gregory Ramón Design Studio, Inc. No. 1-4 100-108 West 26th Street



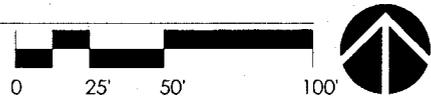
GENERALIZED SITE PLAN

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1 GENERALIZED SITE PLAN  
 1" = 50'-0"



SOLAR LOFTS

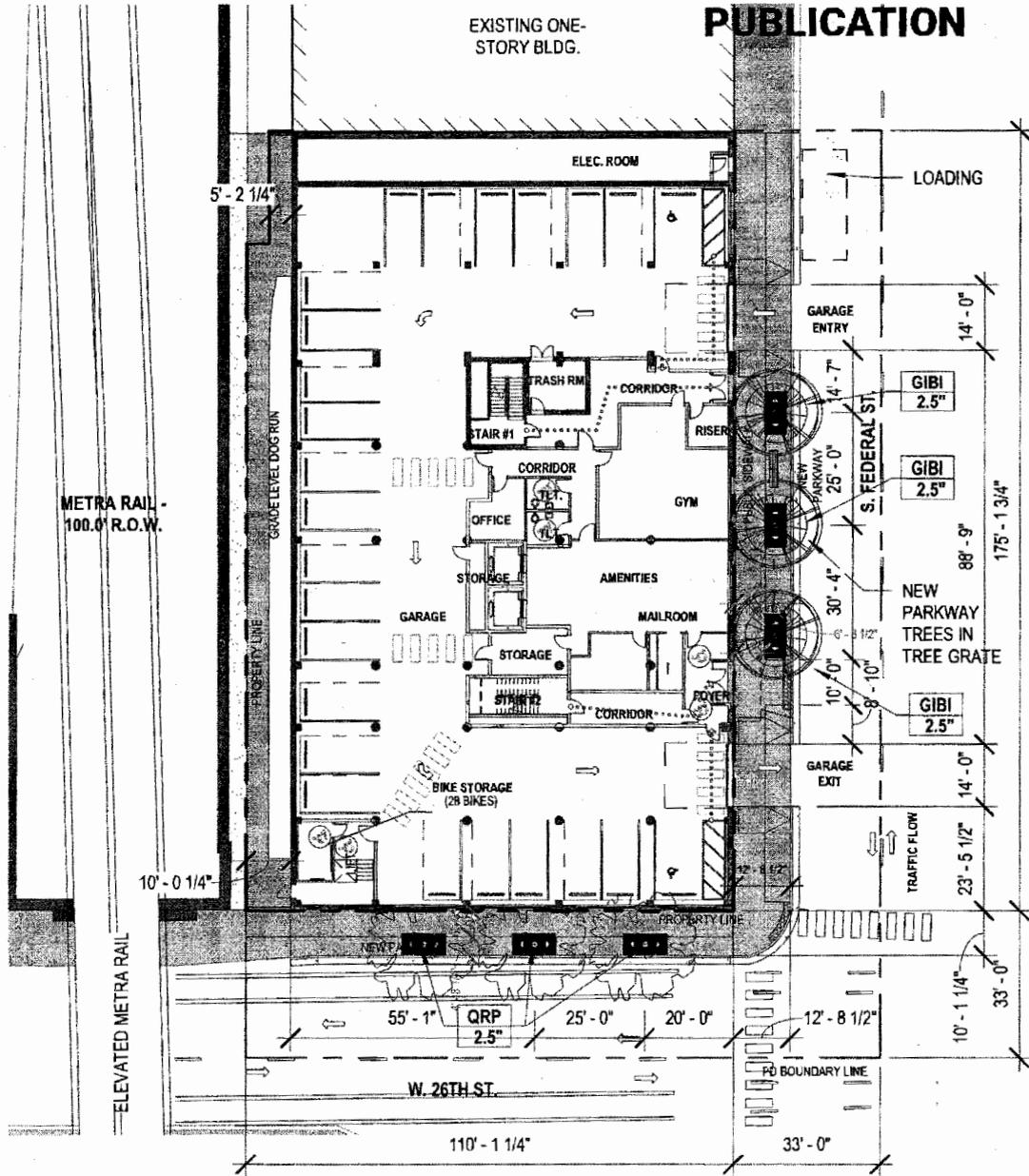
APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

PD-04

GROUND FLOOR AND LANDSCAPE PLAN

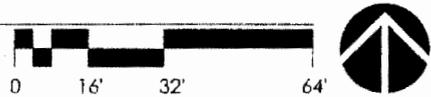
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1 GROUND FLOOR & LANDSCAPE PLAN

1/32" = 1'-0"



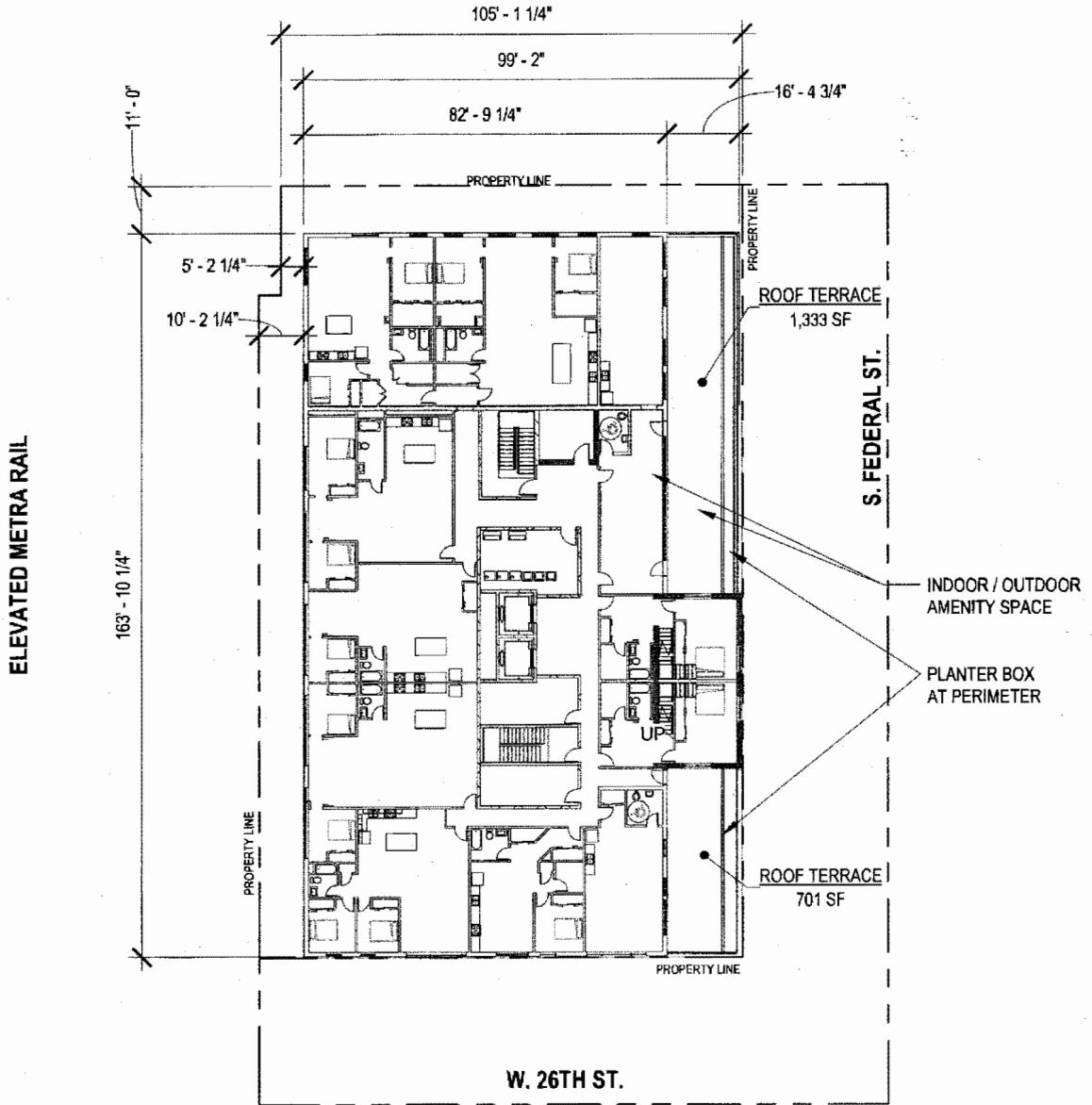
SOLAR LOFTS

APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

PD-05

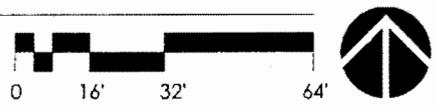
5TH FLOOR/ROOF TERRACE

**FINAL FOR PUBLICATION**



ELEVATED METRA RAIL

1 5TH FLOOR / ROOF TERRACE  
 1/32" = 1'-0"



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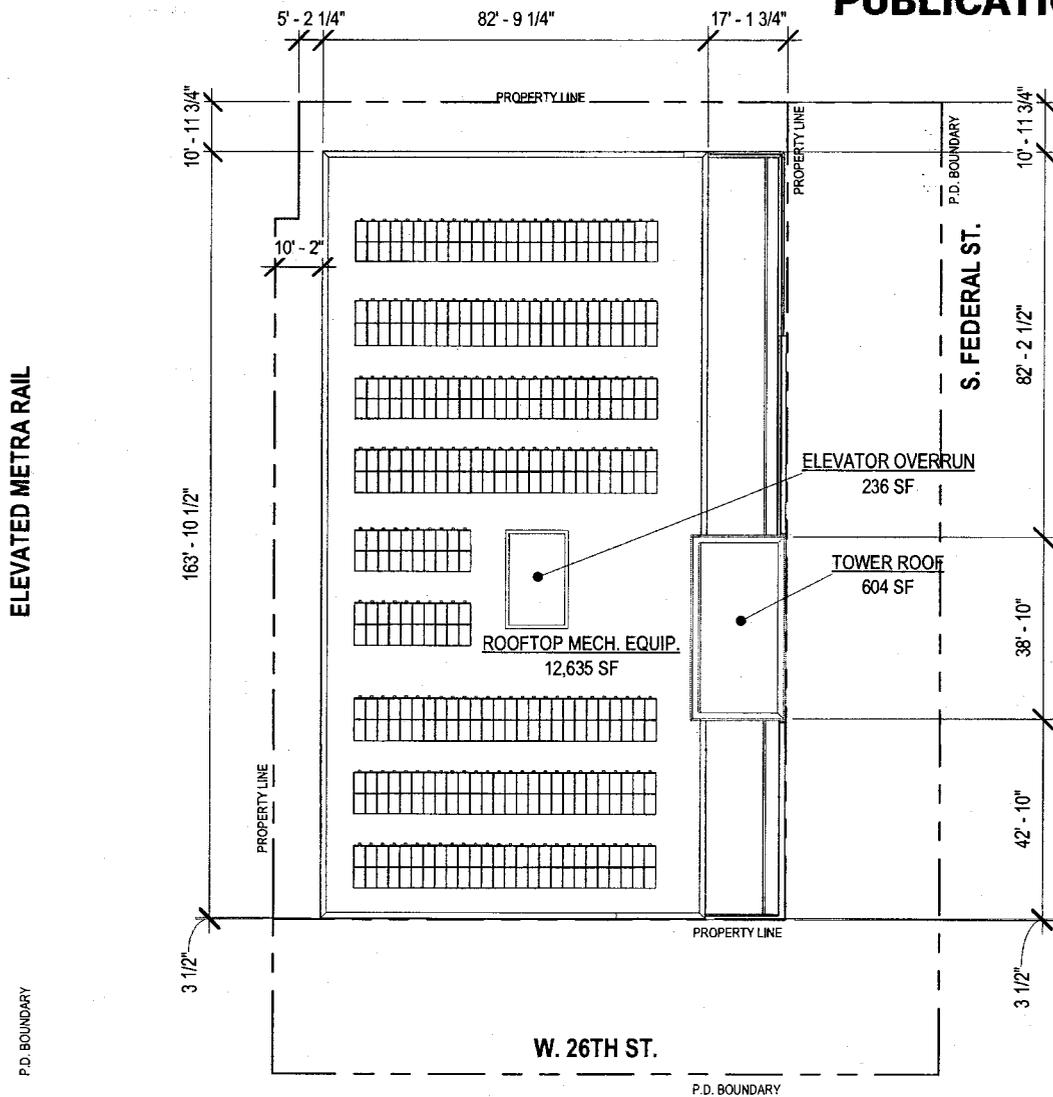
**SOLAR LOFTS**

APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

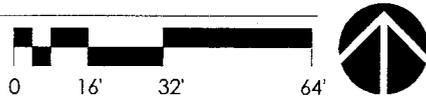
**PD-06**

ROOF PLAN

**FINAL FOR PUBLICATION** 3



1 **ROOF PLAN**  
 1/32" = 1'-0"



**SOLAR LOFTS**

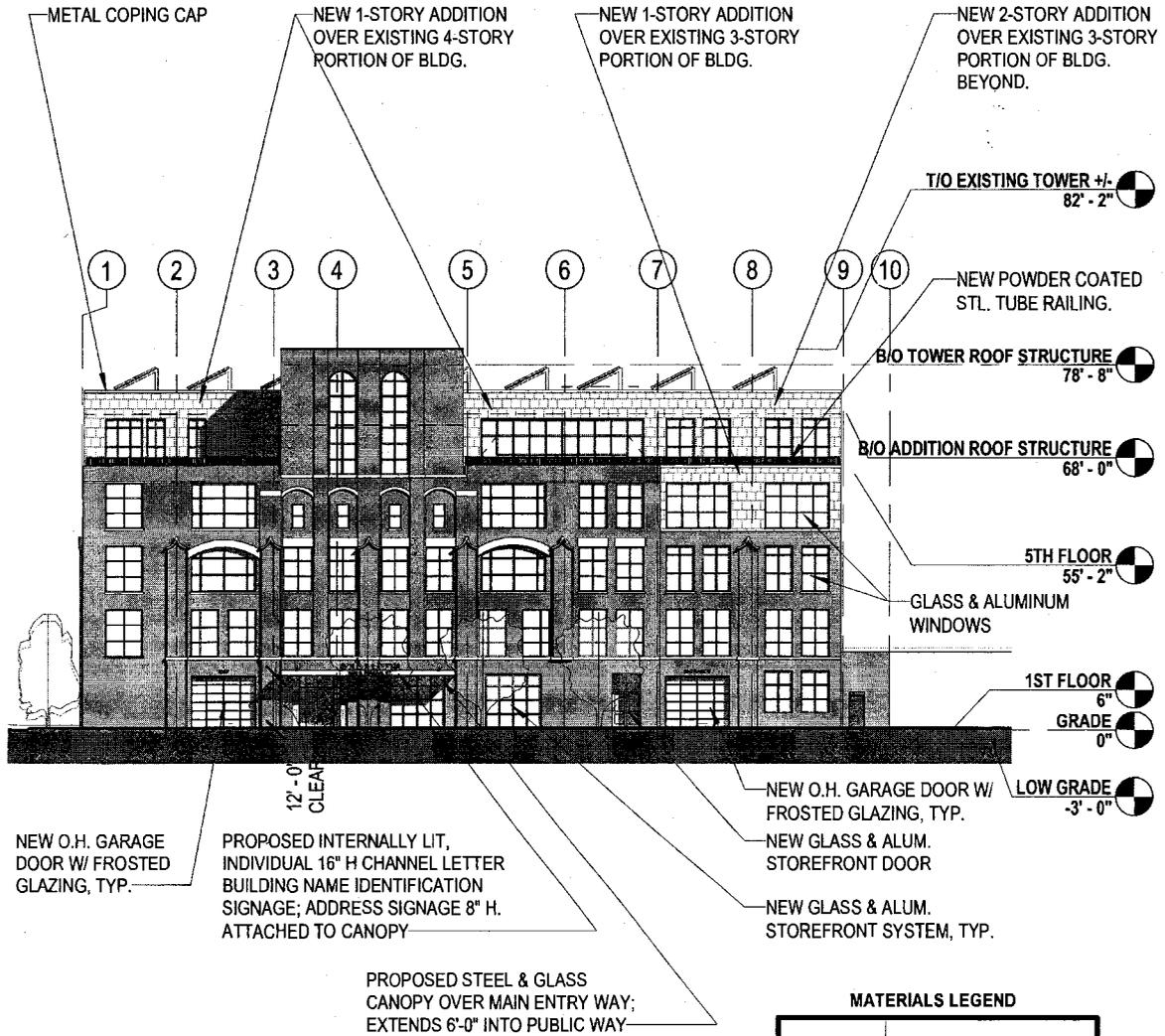
APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

**PD-07**

EAST ELEVATION

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MATERIALS LEGEND

ELEVATION	MATERIAL NAME
	METAL PANELS
	EXISTING BRICK MASONRY

1 EAST ELEVATION

1/32" = 1'-0"



SOLAR LOFTS

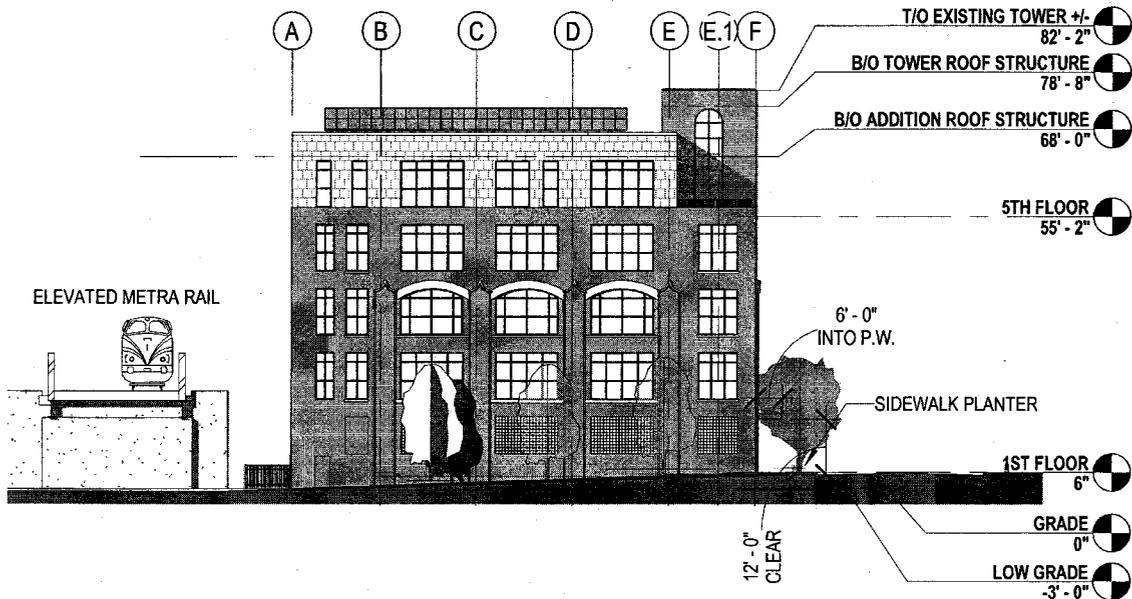
APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

PD-08

SOUTH ELEVATION

FINAL FOR PUBLICATION

3



MATERIALS LEGEND

ELEVATION	MATERIAL NAME
	METAL PANELS
	EXISTING BRICK MASONRY

1 SOUTH ELEVATION

1/32" = 1'-0"



SOLAR LOFTS

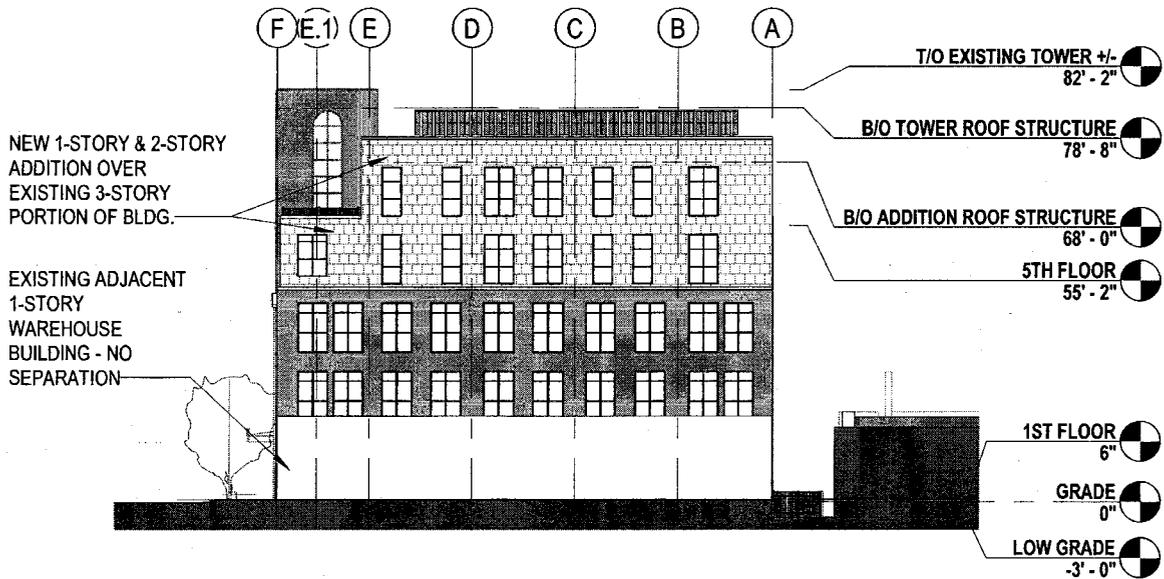
**APPLICANT:** SL Solar Lofts, LLC  
**ADDRESS:** 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
**INTRODUCTION DATE:** July 20, 2022  
**PLAN COMMISSION:** September 15, 2022

PD-09

NORTH ELEVATION

**FINAL FOR PUBLICATION**

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MATERIALS LEGEND

ELEVATION	MATERIAL NAME
	METAL PANELS
	EXISTING BRICK MASONRY

1 NORTH ELEVATION  
1/32" = 1'-0"



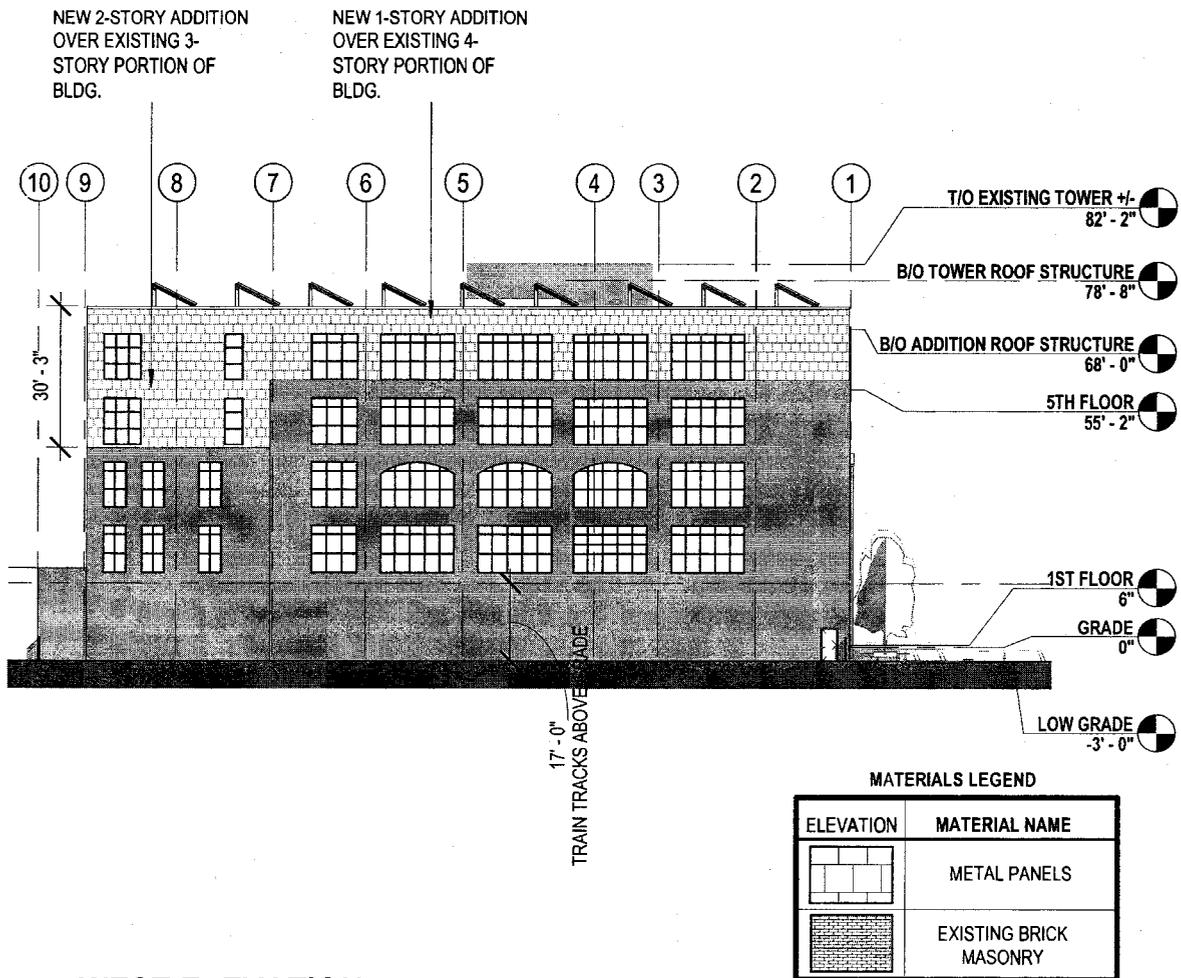
**SOLAR LOFTS**

APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

**PD-10**

WEST ELEVATION

**FINAL FOR  
PUBLICATION**



1 WEST ELEVATION

1/32" = 1'-0"



**SOLAR LOFTS**

APPLICANT: SL Solar Lofts, LLC  
 ADDRESS: 2542 - 2558 South Federal Street and 100 - 108 West 26th Street  
 INTRODUCTION DATE: July 20, 2022  
 PLAN COMMISSION: September 15, 2022

**PD-11**

*Reclassification Of Area Shown On Map No. 146-B.*

(As Amended)

(Application No. 21084)

(Common Address: 747 -- 757 E. 48<sup>th</sup> St. And 4800 -- 4848 S. Cottage Grove Ave.)

[SO2022-2057]

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

SECTION 1. That the Chicago Zoning Ordinance be amended by changing all the C2-3 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 146-B in the area bounded by:

East 48<sup>th</sup> Street; South Cottage Grove Avenue; a line 497.04 feet south of East 48<sup>th</sup> Street; and a line 116 feet west of South Cottage Grove Avenue,

to those of a C2-5 Motor Vehicle-Related Commercial District.

SECTION 2. That the Chicago Zoning Ordinance be amended by changing all of the C2-5 Motor Vehicle-Related Commercial District symbols and indications as shown on Map Number 146-B in the area bounded by:

East 48<sup>th</sup> Street; South Cottage Grove Avenue; a line 497.04 feet south of East 48<sup>th</sup> Street; and a line 116 feet west of South Cottage Grove Avenue,

to those of Business Planned Development [\_\_\_\_], which is hereby established in the area above described, subject to such use and bulk regulations as set forth in the Plan of Development herewith attached and made a part hereof and to no others.

SECTION 3. This ordinance shall be in full force and effect from and after its passage and due publication.

Plan of Development Statements referred to in this ordinance read as follows:

*Business Planned Development No. \_\_\_\_\_.*

*Planned Development Statements.*

1. The area delineated herein as Business Planned Development Number \_\_\_\_\_ (the "Planned Development" or "P.D.") consists of a net site area of approximately 57,660 square feet of property, as depicted on the attached Property and Planned Development Boundary Map (the "Property"). The Applicant is Northwestern Memorial HealthCare, an Illinois nonprofit corporation (the "Applicant" or "Northwestern"). The Property is owned in part by the City of Chicago and in part by Northwestern.

2. The requirements, obligations and conditions contained within this Planned Development shall be binding upon the Applicant, its successors and assigns and, if different than the Applicant, the legal titleholders and any ground lessors. All rights granted hereunder to the Applicant shall inure to the benefit of the Applicant's successors and assigns and, if different than the Applicant, the legal titleholder and any ground lessors. Furthermore, pursuant to the requirements of Section 17-8-0400 of the Chicago Zoning Ordinance (the "Zoning Ordinance"), the Property, at the time of application for amendments, modifications or changes (administrative, legislative or otherwise) to this Planned Development are made, shall be under single ownership or designated control. Single designated control is defined in Section 17-8-0400.
3. All applicable official reviews, approvals or permits are required to be obtained by the Applicant or its successors, assignees or grantees. Any dedication or vacation of streets or alleys or grants of easements or any adjustment of the right-of-way shall require a separate submittal to the Department of Transportation on behalf of the Applicant or its successors, assigns or grantees.

Any requests for grants of privilege, or any items encroaching on the public way, shall be in compliance with the Planned Development.

Ingress or egress shall be pursuant to the Planned Development and may be subject to the review and approval of the Departments of Planning and Development and Transportation. Closure of all or any public street or alley during demolition or construction shall be subject to the review and approval of the Department of Transportation.

Pursuant to a negotiated and executed Perimeter Restoration Agreement ("Agreement") by and between the Department of Transportation's Division of Infrastructure Management and the Applicant, the Applicant shall provide improvements and restoration of all public way adjacent to the Property, which may include, but not be limited to, the following as shall be reviewed and determined by the Department of Transportation's Division of Infrastructure Management:

- Full width of streets
- Full width of alleys
- Curb and gutter
- Pavement markings
- Sidewalks
- ADA crosswalk ramps
- Parkway and landscaping

The Perimeter Restoration Agreement must be executed prior to any Department of Transportation and Planned Development Part II review permitting. The Agreement shall reflect that all work must comply with current Rules and Regulations and must be designed and constructed in accordance with the Department of Transportation's Construction Standards for Work in the Public Way and in compliance with the Municipal Code of Chicago Chapter 10-20. Design of said improvements should follow the Department of Transportation's Rules and Regulations for Construction in the Public Way as well as The Street and Site Plan Design Guidelines. Any variation in scope or design of public way improvements and restoration must be approved by the Department of Transportation.

4. This plan of development consists of these sixteen (16) Statements and the following exhibits prepared by Lamar Johnson Collaborative (collectively, the "Plans"):
  - (a) Bulk Regulations Table;
  - (b) Existing Zoning Map;
  - (c) Existing Land-Use Map;
  - (d) Property and Planned Development Boundary Map;
  - (e) Site and Landscape Plan; and
  - (f) Building Elevations.

Full-sized copies of the Landscape Plan and Building Elevations are on file with the Department of Planning and Development. In any instance where a provision of this Planned Development conflicts with the Chicago Building Code, the Building Code shall control.

This Planned Development conforms to the intent and purpose of the Chicago Zoning Ordinance, and all requirements thereto, and satisfies the established criteria for approval as a Planned Development. In case of a conflict between the terms of this Planned Development ordinance and the Chicago Zoning Ordinance, this Planned Development shall control.

5. The following uses shall be allowed in this Planned Development: office, medical service, ambulatory, educational, research, accessory parking and non-accessory parking; financial services; personal services; retail sales (general); eating and drinking establishments, medium venues, indoor special events, and accessory and incidental uses. Excluding hair salons, payday/title secured loan stores and pawn stores.

6. On-premises signs and temporary signs, such as construction and marketing signs, shall be permitted within the Planned Development, subject to the review and approval of the Department of Planning and Development. Off-premises signs are prohibited within the boundary of the Planned Development.
7. For purposes of height measurement, the definitions in the Chicago Zoning Ordinance shall apply. The height of any building shall also be subject to height limitations, if any, established by the Federal Aviation Administration.
8. The maximum permitted floor area ratio (FAR) for the Property shall be in accordance with the attached Bulk Regulations and Data Table. For the purpose of FAR calculations and measurements, the definitions in the Zoning Ordinance shall apply. The permitted FAR identified in the Bulk Regulations and Data Table has been determined using a net site area of 57,660 square feet and a base FAR of 5.0.
9. Upon review and determination, Part II review, pursuant to Section 17-13-0610, a Part II review fee shall be assessed by DPD. The fee, as determined by staff at the time, is final and binding on the Applicant and must be paid to the Department of Revenue prior to the issuance of any Part II approval.
10. The Site and Landscape Plans shall be in substantial conformance with the Landscape Ordinance and any other corresponding regulations and guidelines, including Section 17-13-0800. Final landscape plan review and approval will be by DPD. Any interim reviews associated with site plan review or Part II reviews, are conditional until final Part II approval.
11. The Applicant shall comply with Rules and Regulations for the Maintenance of Stockpiles promulgated by the Commissioners of the Departments of Streets and Sanitation, Fleet and Facility Management and Buildings, under Section 13-32-085, or any other provision of the Municipal Code of Chicago.
12. The terms, conditions and exhibits of the Planned Development may be modified, administratively, by the Commissioner of the DPD upon the application for such a modification by Applicant or legal titleholder of the Property and after a determination by the Commissioner of the DPD that such a modification is minor, appropriate and consistent with the nature of the improvements contemplated by this Planned Development. Any such modification of the requirements of the Planned Development by the Commissioner of the DPD shall be deemed to be a minor change in the Planned Development as contemplated by Section 17-13-0611 of the Chicago Zoning Ordinance.
13. The Applicant acknowledges that it is in the public interest to design, construct and maintain the project in a manner which promotes, enables and maximizes universal access throughout the Property. Plans for all buildings and improvements on the Property shall be reviewed and approved by the Mayor's Office for People with Disabilities to ensure compliance with all applicable laws and regulations related to access for persons with disabilities and to promote the highest standard of accessibility.

14. The Applicant acknowledges that it is in the public interest to design, construct, renovate and maintain all buildings in a manner that provides healthier indoor environments, reduces operating costs and conserves energy and natural resources. The Applicant shall obtain the number of points necessary to meet the requirements of the Chicago Sustainable Development Policy, in effect at the time the Part II review process is initiated for each improvement that is subject to the aforementioned policy and must provide documentation verifying compliance.
15. The Applicant acknowledges that it is the policy of the City to maximize opportunities for Minority- and Women-owned Business Enterprises ("M/WBEs") and city residents to compete for contracts and jobs on construction projects approved through the planned development process. To assist the City in promoting and tracking such M/WBE and city resident participation, an applicant for planned development approval shall provide information at three points in the City approval process. First, the applicant must submit to DPD, as part of its application for planned development approval, an M/WBE Participation Proposal. The M/WBE Participation Proposal must identify the applicant's goals for participation of certified M/WBE firms in the design, engineering and construction of the project, and of city residents in the construction work. The City encourages goals of 26 percent MBE and 6 percent WBE participation (measured against the total construction budget for the project or any phase thereof), and \*(ii) 50 percent city resident hiring (measured against the total construction work hours for the project or any phase thereof). The M/WBE Participation Proposal must include a description of the applicant's proposed outreach plan designed to inform M/WBEs and city residents of job and contracting opportunities. Second, at the time of the applicant's submission for Part II permit review for the project or any phase thereof, the applicant must submit to DPD: (a) updates (if any) to the applicant's preliminary outreach plan; (b) a description of the applicant's outreach efforts and evidence of such outreach, including, without limitation, copies of certified letters to M/WBE contractor associations and the ward office of the alderman in which the project is located and receipts thereof; (c) responses to the applicant's outreach efforts; and (d) updates (if any) to the applicant's M/WBE and city resident participation goals. Third, prior to issuance of a Certificate of Occupancy for the project or any phase thereof, the applicant must provide DPD with the actual level of M/WBE and city resident participation in the project or any phase thereof and evidence of such participation. In addition to the forgoing, DPD may request such additional information as the department determines may be necessary or useful in evaluating the extent to which M/WBEs and city residents are informed of and utilized in planned development projects. All such information will be provided in a form acceptable to the Zoning Administrator. DPD will report the data it collects regarding projected and actual employment of M/WBEs and city residents in planned development projects twice yearly to the Chicago Plan Commission and annually to the Chicago City Council and the Mayor.
16. Any and all of the Applicant's development rights as contained in this Planned Development shall fully vest and shall be enforceable upon the Applicant's commencement of any portion of the proposed improvements that are contemplated herein. Should this Planned Development ordinance lapse pursuant to the terms of Section 17-13-0612, the Commissioner of DPD shall initiate a zoning map amendment to rezone the Property to a C2-5 Motor Vehicle-Related Commercial District.

[Existing Land-Use Map; Proposed Property Boundary/Planned Development Boundary Map; Existing Zoning Map; Proposed Landscape/Site Plan; Proposed North, South, East and West Building Elevations; and Proposed Levels 1, 2, 3, 4 and 5 Floor Plans referred to in these Plan of Development Statements printed on pages 52457 through 52456 of this *Journal*.]

Bulk Regulations and Data Table referred to in these Plan of Development Statements reads as follows:

*Business Planned Development No. \_\_\_\_\_.*

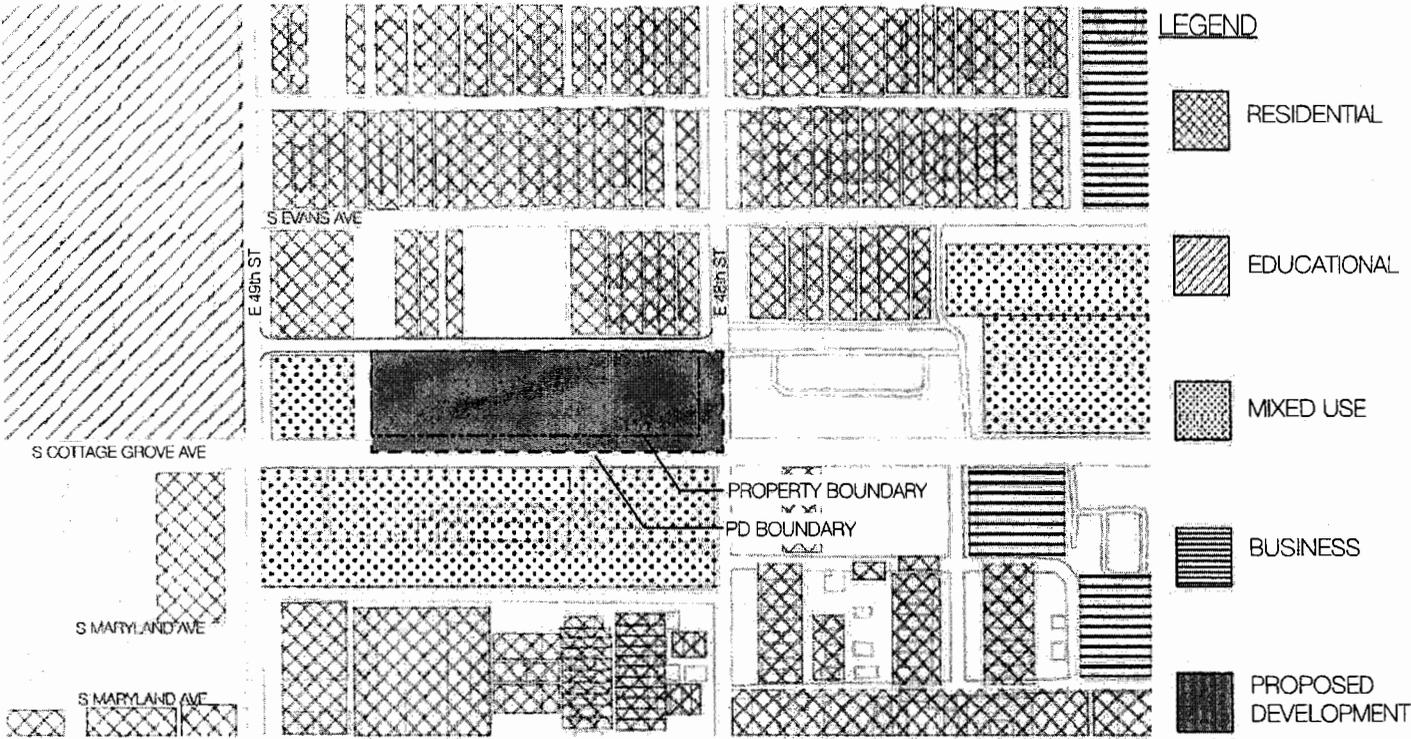
*Bulk Regulations And Data Table.*

Site Area:

Gross Site Area:	87,898 square feet
Public Right-of-Way:	30,238 square feet
Net Site Area:	57,660 square feet

Floor Area Ratio and Buildable Area:

Floor Area Ratio:	5.0
Maximum Off-Street Parking Spaces:	237
Minimum Off-Street Loading Spaces:	1
Maximum Building Height:	102 feet
Minimum Setbacks:	
North (East 48 <sup>th</sup> Street):	0 feet by 0 inches
South:	0 feet by 0 inches
East (South Cottage Grove Avenue):	0 feet by 0 inches
West:	0 feet by 0 inches



Existing Land Use Map



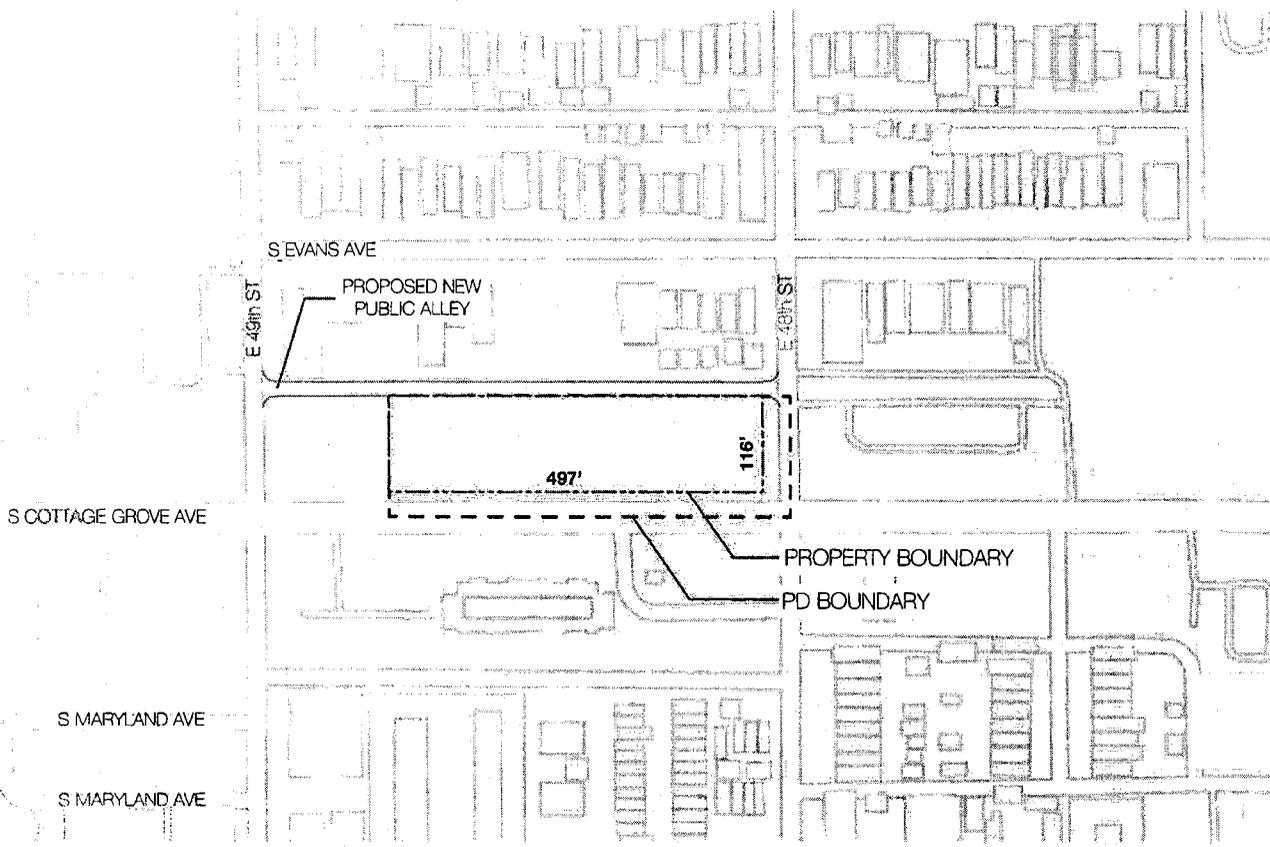
Applicant: Northwestern Memorial Healthcare  
 Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
 CPC DATE: 09.15.2022



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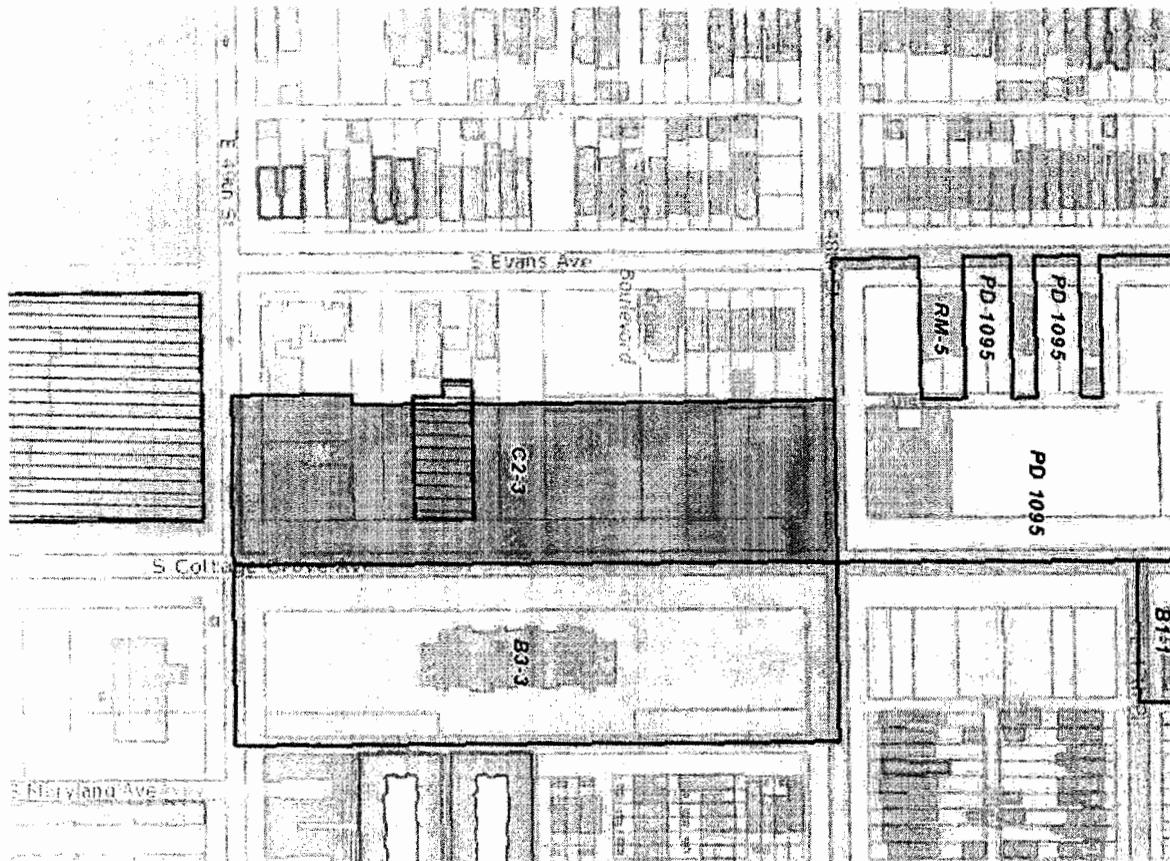


Proposed Property Boundary / PD Boundary Map

Applicant: Northwestern Memorial Healthcare  
 Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
 CPC DATE: 09.15.2022



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Existing Zoning Map



Applicant: Northwestern Memorial Healthcare  
 Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
 CPC DATE: 09.15.2022



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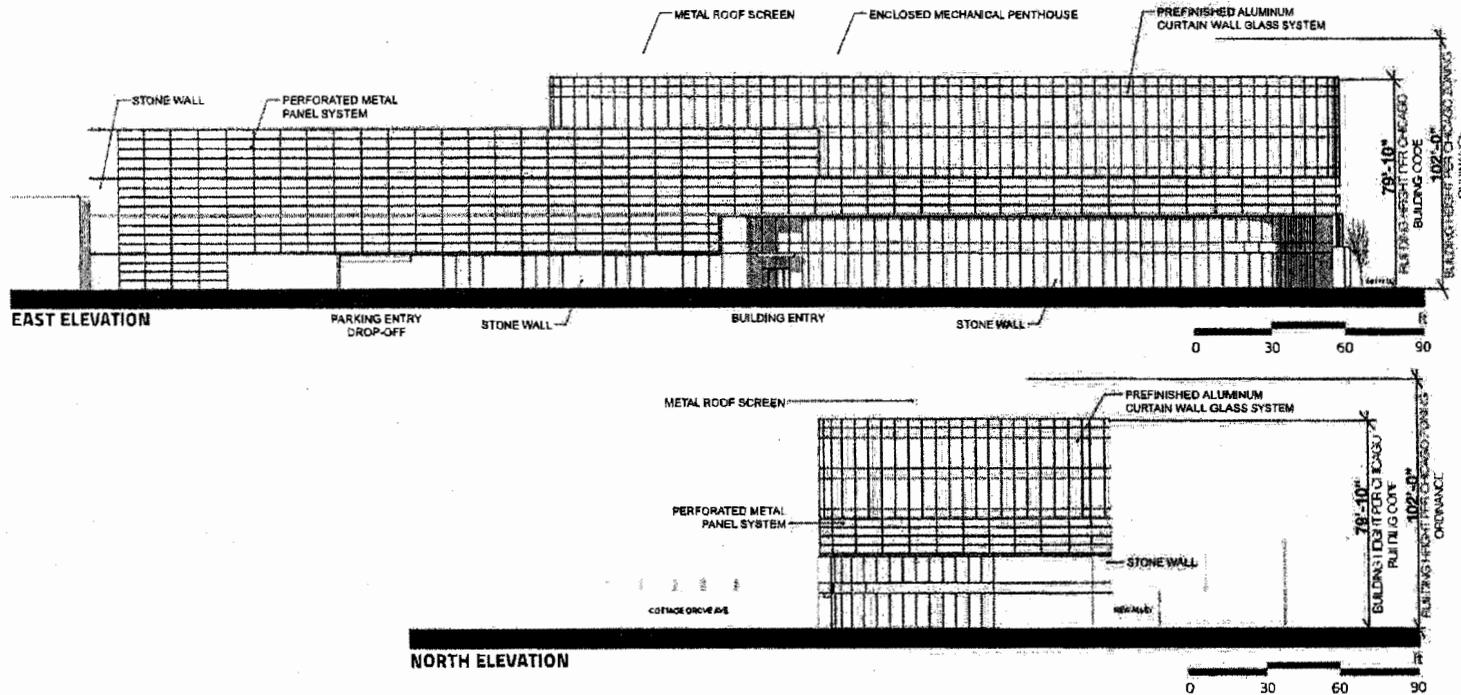
LJC1



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9/21/2022

REPORTS OF COMMITTEES



## Proposed Building Elevations

Applicant: Northwestern Memorial Healthcare  
Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
CPC DATE: 09.15.2022

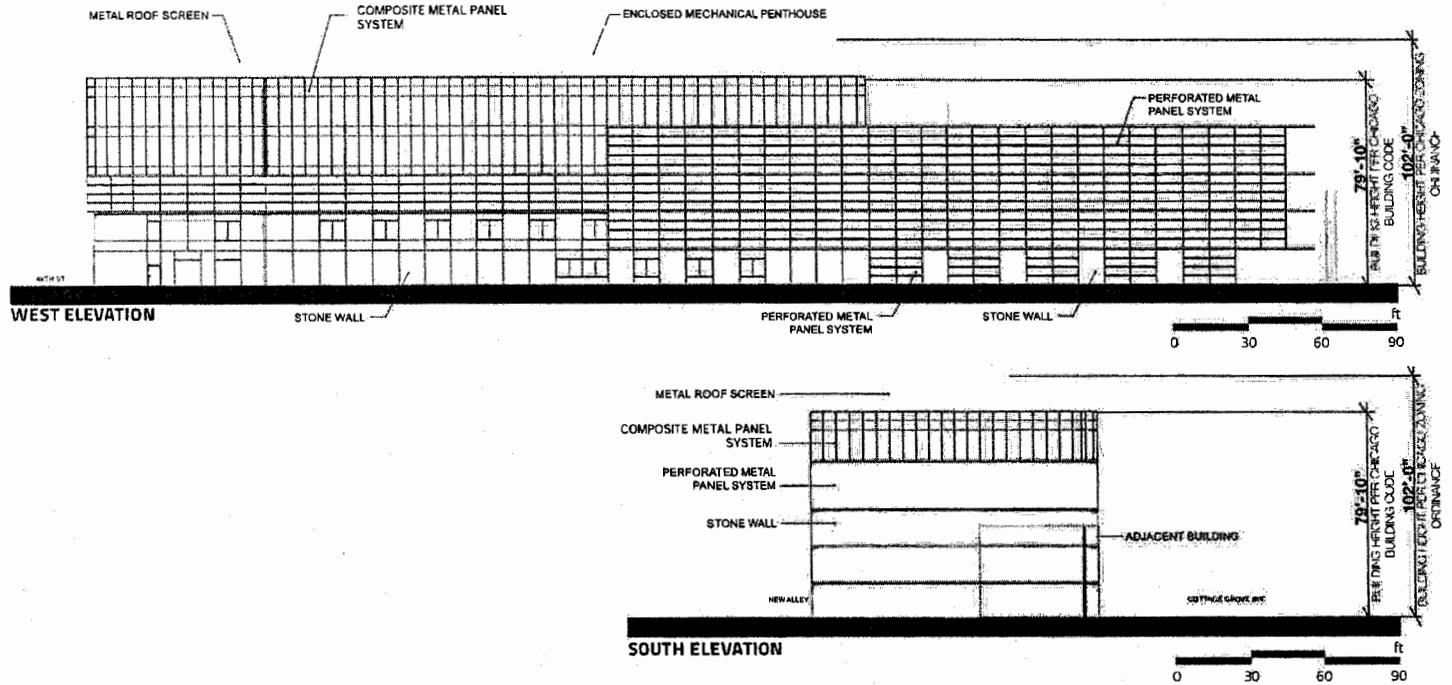


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52461

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## Proposed Building Elevations

Applicant: Northwestern Memorial Healthcare  
 Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
 CPC DATE: 09.15.2022



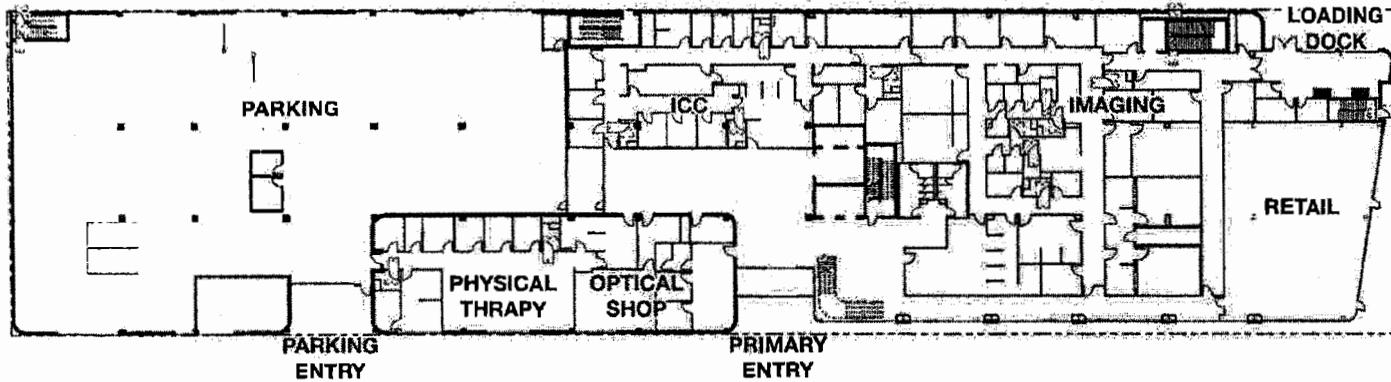
BROOK

LJC

Final for Publication

9/21/2022

REPORTS OF COMMITTEES



## Proposed Floor Plan - Level 1



Applicant: Northwestern Memorial Healthcare  
Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
CPC DATE: 09.15.2022

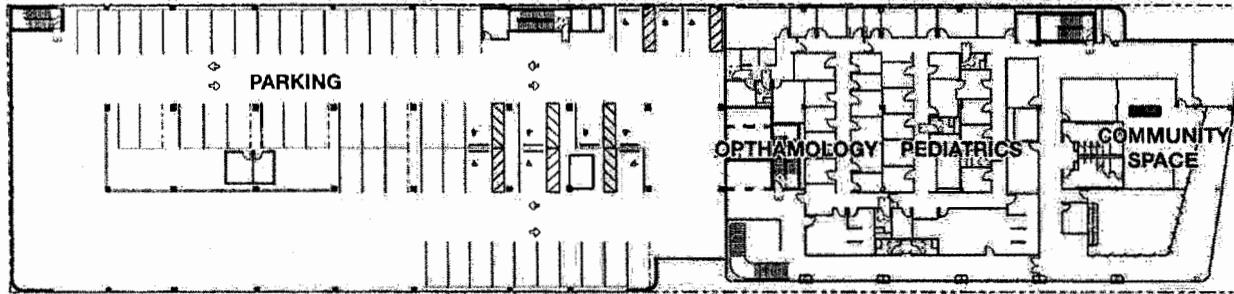


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## Proposed Floor Plan - Level 2



Applicant: Northwestern Memorial Healthcare  
Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
CPC DATE: 09.15.2022



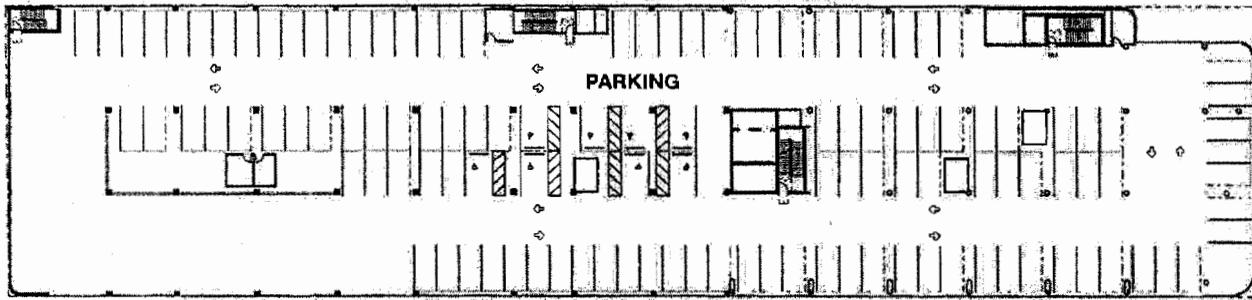
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9/21/2022

REPORTS OF COMMITTEES



### Proposed Floor Plan - Level 3



Applicant: Northwestern Memorial Healthcare  
Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
CPC DATE: 09.15.2022

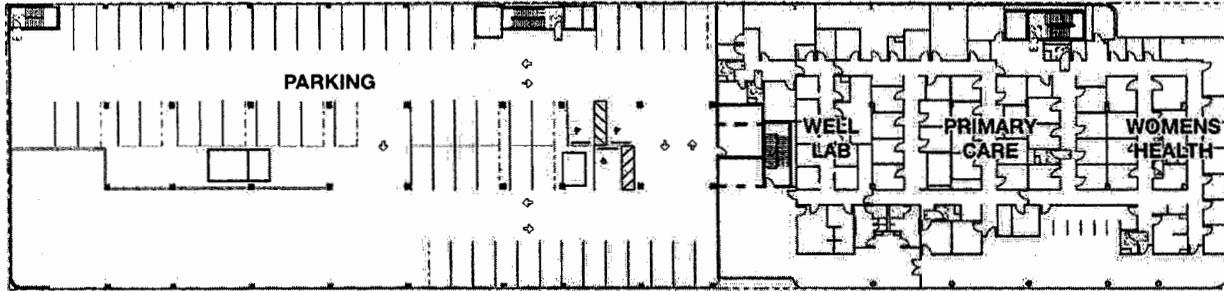


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### Proposed Floor Plan - Level 4



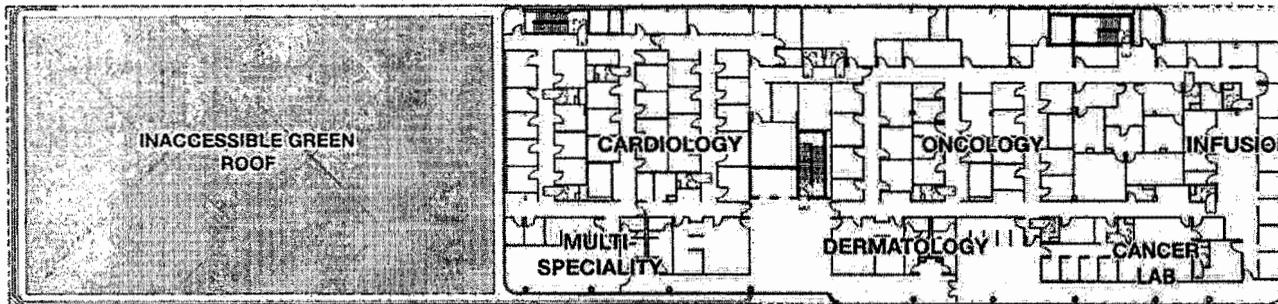
Applicant: Northwestern Memorial Healthcare  
 Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
 CPC DATE: 09.15.2022



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### Proposed Floor Plan - Level 5



Applicant: Northwestern Memorial Healthcare  
Address: 747 - 757 E 48th Street and 4800 - 4848 S Cottage Grove Avenue  
CPC DATE: 09.15.2022



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ISSUANCE OF PERMIT, FREE OF CHARGE, FOR LANDMARK PROPERTY AT  
1100 E. HYDE PARK BLVD.

[Or2022-194]

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

Page 13 contains a fee waiver for the historical landmark property located at 1100 East Hyde Park Boulevard.

Page 13 further contains various large signs over 100 square feet in area and 24 feet above grade in the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 32<sup>nd</sup>, 42<sup>nd</sup>, 45<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed order transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed order transmitted with the foregoing committee report was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

The following is said order as passed:

WHEREAS, Section 2-120-815 of the Municipal Code provides that the Chicago City Council may, by passage of an appropriate order, waive any fees charged by the City for any permit for which approval of the Commission on Chicago Landmarks (the "Commission") is required, in accordance with Chapter 2-120 of the Municipal Code; and

WHEREAS, The permits identified below require Commission approval, in accordance with Section 2-120-740 of the Municipal Code; now, therefore,

*Be It Ordered 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 Commissioners of the Departments of Buildings, Finance and Fire, and the Zoning Administrator are hereby directed to issue those permits for which approval of the Commission on Chicago Landmarks is required pursuant to Chapter 2-120 of the Municipal Code, free of charge, notwithstanding any other ordinances of the City Council to the contrary, for the property at:

Address: 1100 East Hyde Park Boulevard ("Property")

District/Building: Kenwood District/KAM Isaiah Israel Temple

for work generally described as:

interior improvements including the renovation of the restrooms; upgrade of the heating, ventilation, air conditioning, electrical and plumbing systems; installation of ADA accessible areas and features; the cleaning, repair and reinstallation of doors, windows, and historic lighting fixtures; the replacement of sanctuary seating; and other repairs or improvements as needed.

Owner: KAM Isaiah Israel Congregation, in care of  
Scott Nelson, Director of Operations

Owner's Address: 1100 East Hyde Park Boulevard

City, State, Zip: Chicago, Illinois 60615

SECTION 3. The fee waiver authorized by this order shall be effective from July 25, 2022 through December 31, 2025, and shall not apply to additional developer service fees, stop-work order fees or any fines.

SECTION 4. That the permit purchaser for the Property shall be entitled to a refund of City fees for which it has paid and which are exempt pursuant to Section 1 hereof.

SECTION 5. This order shall be in force and effect upon its passage.

---

### ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

The Committee on Zoning, Landmarks and Building Standards submitted the following report:

CHICAGO, September 21, 2022.

*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 September 20, 2022, and recessed and reconvened on September 21, 2022, the following items were passed by a majority of the members present:

Page 1 contains the appointment of Danielle Tillman as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2026.

Page 1 also contains the appointment of Claudette Soto as a member of the Chicago Plan Commission for a term effective immediately and expiring January 25, 2027.

Page 1 also contains the appointment of Jonathan E. Fair as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 also contains the reappointment of Richard L. Tolliver as a member of the Commission on Chicago Landmarks for a term effective immediately and expiring March 11, 2023.

Page 1 further contains Document Number SO2022-2008 for an amendment of the Municipal Code by repealing existing Title 14N (2019 Chicago Energy Conservation Code) and replacing it with new Title 14N (2022 Chicago Energy Transformation Code).

Pages 1 through 12 contain various map amendments in the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 6<sup>th</sup>, 10<sup>th</sup>, 14<sup>th</sup>, 16<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, 24<sup>th</sup>, 25<sup>th</sup>, 27<sup>th</sup>, 30<sup>th</sup>, 44<sup>th</sup>, 46<sup>th</sup> and 47<sup>th</sup> Wards.

Page 10 contains map amendment Document Number SO2022-1838 for the property commonly known as 1201 -- 1285 West Cabrini Street.

Page 13 contains a fee waiver for the historical landmark property located at 1100 East Hyde Park Boulevard.

Page 13 further contains various large signs over 100 square feet in area and 24 feet above grade in the 1<sup>st</sup>, 2<sup>nd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 10<sup>th</sup>, 32<sup>nd</sup>, 42<sup>nd</sup>, 45<sup>th</sup> and 50<sup>th</sup> Wards.

I hereby move for passage of the proposed orders transmitted herewith.

Respectfully submitted,

(Signed) THOMAS TUNNEY,  
*Chairman.*

On motion of Alderman Tunney, the said proposed orders transmitted with the foregoing committee report were *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.



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.

\_\_\_\_\_  
921 N. Clark St.  
(Permit No. 100983499)

[Or2022-288]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Newberry Library

(\* 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: 921 North Clark Street, Chicago, Illinois 60610

Zoning District: B3-5

DOB Sign Permit Application Number: 100983499

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, 11 feet, 0 inches; height, 45 feet, 0 inches  
Total square feet in area: 495 feet, 0 inches

6. Height above grade: 75 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Jessie's Signs & Murals

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.

\_\_\_\_\_  
*921 N. Clark St.*  
(Permit No. 100983501)

[Or2022-286]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Newberry Library

(\* 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: 921 North Clark Street, Chicago, Illinois 60610

Zoning District: B3-5

DOB Sign Permit Application Number: 100983501

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, 11 feet, 0 inches; height, 45 feet, 0 inches

Total square feet in area: 495 feet, 0 inches

6. Height above grade: 75 feet, 0 inches

7. Elevation (side of building or lot where the sign will be erected): West

8. Name of Sign Contractor/Erector: Jessie's Signs & Murals

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.

\_\_\_\_\_  
921 N. Clark St.  
(Permit No. 100983502)

[Or2022-289]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Newberry Library

(\* 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: 921 North Clark Street, Chicago, Illinois 60610

Zoning District: B3-5

DOB Sign Permit Application Number: 100983502

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, 11 feet, 0 inches; height, 45 feet, 0 inches  
Total square feet in area: 495 feet, 0 inches
6. Height above grade: 75 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Jessie's Signs & Murals

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.

\_\_\_\_\_  
*1229 W. Concord Pl.*  
(Permit No. 100981947)

[Or2022-293]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

**Applicant\*:** Fleet Portfolio Venture 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: 1229 West Concord Place, Chicago, Illinois 60642

Zoning District: Planned Development Number 1438

DOB Sign Permit Application Number: 100981947

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, 23 feet, \_\_\_\_\_ inches; height, 11 feet, 3 inches  
Total square feet in area: 258 feet, 9 inches
6. Height above grade: 125 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Power Construction

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.

\_\_\_\_\_  
*1229 W. Concord Pl.*  
(Permit No. 100981949)

[Or2022-292]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Fleet Portfolio Venture 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: 1229 West Concord Place, Chicago, Illinois 60642

Zoning District: Planned Development Number 1438

DOB Sign Permit Application Number: 100981949

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 30 feet, 3.5 inches; height, 10 feet, 11 inches  
Total square feet in area: 330 feet, 6 inches
6. Height above grade: 125 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: Power Construction

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.

\_\_\_\_\_  
2610 W. Devon Ave.

[Or2022-193]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Patel Brothers

(\* 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: 2233 West Division Street, Chicago, Illinois 60622

Zoning District: Planned Development Number 82

DOB Sign Permit Application Number: 100973801

Sign Details:

- 1. On-premises:  X  Or Off-premises: \_\_\_\_\_
- 2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
- 3. Number of sign faces:  1
- 4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
- 5. Dimensions: length, 17 feet, 8 inches; height, 4 feet, 2 inches  
Total square feet in area: 75 feet, 0 inches
- 6. Height above grade: 205 feet, 3 inches
- 7. Elevation (side of building or lot where the sign will be erected): West
- 8. Name of Sign Contractor/Erector: Olympik 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.

\_\_\_\_\_  
*2604 N. Elston Ave.*

[Or2022-179]

*Ordered,* That the City Council hereby approves the following sign application submitted by:

Applicant\*: Pep Boys

(\* 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: 2604 North Elston Avenue, Chicago, Illinois 60647

Zoning District: M2-3

DOB Sign Permit Application Number: 100977410

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 17 feet, 10 inches; height, 6 feet, 0 inches  
Total square feet in area: 107 feet, 0 inches
6. Height above grade: 12 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: La Grange Sign & Lighting

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

\_\_\_\_\_  
*1730 W. Fullerton Ave.*

[Or2022-291]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Chuck E. Cheese

(\* The Applicant is the owner of the real property or the business tenant of the real property. Do not list the sign contractor, sign erector, sign company or advertising entity in the above space.)

This order approves the following sign in accordance with Municipal Code of Chicago Section 13-20-680:

Address of Sign: 1730 West Fullerton Avenue, Chicago, Illinois 60614

Zoning District: Planned Development Number 437

DOB Sign Permit Application Number: 100983708

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 17 feet, 1 inch; height, 8 feet, 9 inches  
Total square feet in area: 149 feet, 0 inches
6. Height above grade: 22 feet, 9 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Volkan 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.

\_\_\_\_\_  
*2 N. Michigan Ave.*

[Or2022-191]

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: 2 North Michigan Avenue, Chicago, Illinois 60602

Zoning District: DX-16

DOB Sign Permit Application Number: 100971462

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, 33 feet, 6 inches; height, 9 feet, 8 inches  
Total square feet in area: 324 feet, 0 inches
6. Height above grade: 2 feet, 0 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: All-Right Sign, 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.

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2525 S. Michigan Ave.  
(Permit No. 100957167)

[Or2022-189]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Insight Chicago, Inc.

(\* 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: 2525 South Michigan Avenue, Chicago, Illinois 60616

Zoning District: Planned Development Number 26

DOB Sign Permit Application Number: 100957167

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, 66 feet, 00 inches; height, 4 feet, 00 inches  
Total square feet in area: 286 feet, X inches
- 6. Height above grade: 203 feet, X inches
- 7. Elevation (side of building or lot where the sign will be erected): Sign will be installed on the building wall facing west
- 8. Name of Sign Contractor/Erector: My Sign Guy, Inc. TGC 102259

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.

\_\_\_\_\_  
2525 S. Michigan Ave.  
(Permit No. 100957209)

[Or2022-190]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Insight Chicago, Inc.

(\* 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: 2525 South Michigan Avenue, Chicago, Illinois 60616

Zoning District: Planned Development Number 26

DOB Sign Permit Application Number: 100957209

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, 66 feet, 00 inches; height, 4 feet, 00 inches  
Total square feet in area: 286 feet, X inches
6. Height above grade: 203 feet, X inches
7. Elevation (side of building or lot where the sign will be erected): Sign will be installed  
on the building wall  
facing east
8. Name of Sign Contractor/Erector: My Sign Guy, Inc. TGC 102259

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.

\_\_\_\_\_  
1372 N. Milwaukee Ave.  
(Permit No. 100974352)

[Or2022-187]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Walgreens

(\* 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: 1372 North Milwaukee Avenue, Chicago, Illinois 60642

Zoning District: B1-2

DOB Sign Permit Application Number: 100974352

Sign Details:

1. On-premises:  X  Or Off-premises: \_\_\_\_\_
2. Static sign:  X  Or Dynamic-image display sign: \_\_\_\_\_
3. Number of sign faces:  1
4. Projecting over the public way (Yes or No): No  
If yes, Public Way Use Number: \_\_\_\_\_
5. Dimensions: length, 34 feet, 4 inches; height, 7 feet, 7 inches  
Total square feet in area: 260 feet, 0 inches
6. Height above grade: 23 feet, 3 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: Olympik Signs

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

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1372 N. Milwaukee Ave.  
(Permit No. 100974360)

[Or2022-188]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Walgreens

(\* 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: 1372 North Milwaukee Avenue, Chicago, Illinois 60642

Zoning District: B1-2

DOB Sign Permit Application Number: 100974360

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: BACP1704568
5. Dimensions: length, 25 feet, 3 inches; height, 5 feet, 7 inches  
Total square feet in area: 141 feet, 0 inches
6. Height above grade: 21 feet, 7 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.

\_\_\_\_\_

*3936 N. Milwaukee Ave.*

[Or2022-290]

*Ordered*, That the City Council hereby approves the following sign application submitted by:

Applicant\*: Advocate Medical Group

(\* 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: 6001 South Stony Island Avenue, Chicago, Illinois 60637

Zoning District: Planned Development Number 1409

DOB Sign Permit Application Number: 100975873

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, 176 feet, 0 inches; height, 4 feet, 6 inches  
Total square feet in area: 792 feet, 0 inches
6. Height above grade: 2 feet, 8 inches
7. Elevation (side of building or lot where the sign will be erected): West
8. Name of Sign Contractor/Erector: UJAMAA Construction, 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.

\_\_\_\_\_  
6001 S. Stony Island Ave.  
(Permit No. 100975875)

[Or2022-209]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Barack Obama Foundation

(\* 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: 6001 South Stony Island Avenue, Chicago, Illinois 60637

Zoning District: Planned Development Number 1409

DOB Sign Permit Application Number: 100975875

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, 48 feet, 0 inches; height, 4 feet, 6 inches  
Total square feet in area: 216 feet, 0 inches
6. Height above grade: 2 feet, 8 inches
7. Elevation (side of building or lot where the sign will be erected): North
8. Name of Sign Contractor/Erector: UJAMAA Construction, 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.

\_\_\_\_\_  
6001 S. Stony Island Ave.  
(Permit No. 100975876)

[Or2022-211]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Barack Obama Foundation

(\* 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: 6001 South Stony Island Avenue, Chicago, Illinois 60637

Zoning District: Planned Development Number 1409

DOB Sign Permit Application Number: 100975876

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, 264 feet, 0 inches; height, 4 feet, 6 inches  
Total square feet in area: 1,188 feet, 0 inches
6. Height above grade: 2 feet, 8 inches
7. Elevation (side of building or lot where the sign will be erected): East
8. Name of Sign Contractor/Erector: UJAMAA Construction, 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.

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6001 S. Stony Island Ave.  
(Permit No. 100975877)

[Or2022-208]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: The Barack Obama Foundation

(\* 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: 6001 South Stony Island Avenue, Chicago, Illinois 60637

Zoning District: Planned Development Number 1409

DOB Sign Permit Application Number: 100975877

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, 32 feet, 0 inches; height, 4 feet, 6 inches  
Total square feet in area: 144 feet, 0 inches
6. Height above grade: 2 feet, 8 inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: UJAMAA Construction, 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.

3246 E. 118<sup>th</sup> St.

[Or2022-212]

Ordered, That the City Council hereby approves the following sign application submitted by:

Applicant\*: North Point Fresh

(\* 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: 3246 East 118<sup>th</sup> Street, Chicago, Illinois 60617

Zoning District: Planned Manufacturing District Number 6

DOB Sign Permit Application Number: 100977404

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, 23 feet, 1 inch; height, 6 feet, 1 inch  
Total square feet in area: 140 feet, \_\_\_\_\_ inches
6. Height above grade: 35 feet, \_\_\_\_\_ inches
7. Elevation (side of building or lot where the sign will be erected): South
8. Name of Sign Contractor/Erector: Mark Your Space

To be legal, such sign shall comply with all provisions of Title 17 of the Chicago Municipal Code ("Zoning Ordinance") and all other provisions of the Municipal Code governing the permitting, construction and maintenance and removal of signs and sign structures. Failure of the applicant and the applicant's successors to comply shall be grounds for invalidation or revocation of the sign permit.

**AGREED CALENDAR.**

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On motion of Alderman Harris, the proposed resolutions presented through the Agreed Calendar were *Adopted* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

*Nays* -- None.

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

Sponsored by the elected city officials named below, respectively, said Agreed Calendar resolutions, as adopted, read as follows (the italic heading in each case not being a part of the resolution):

*Presented By*

***THE HONORABLE ANDREA M. VALENCIA, CITY CLERK:***

***CONGRATULATIONS EXTENDED TO CHERYL MILLER ON RETIREMENT FROM OFFICE OF CITY CLERK.***

[R2022-919]

WHEREAS, Mrs. Cheryl Miller will retire from the Office of the City Clerk, on August 31, 2022, after 22 years of city service; and

WHEREAS, The Chicago City Council has been informed of this joyous occasion by the Honorable Anna M. Valencia, City Clerk; and

WHEREAS, Mrs. Miller is a proud native of the City of Chicago. She was born and raised in South Chicago; and at 19 years of age moved to the Beverly neighborhood where she still resides today with her husband of 40 years, John Miller, in their starter home; and

WHEREAS, Mrs. Miller is the proud daughter of Mr. Nick Maloblocki and Mrs. Lorraine Maloblocki; sister to the late Robert Maloblocki, former CPD; devoted mother

of Lauren, Rebecca and Sean; and adoring grandmother to granddaughter, Deliala, and grand-dog, Casper; and

WHEREAS, Mrs. Miller is a graduate of St. Mary Magdalene Grammar School and St. Francis de Sales High School, Class of 1975; and

WHEREAS, Prior to her employment with the City of Chicago, Mrs. Miller worked for the Chicago Board of Options for seven years; and

WHEREAS, Her journey with the City of Chicago began January of 2000, working in customer service for the Department of Water Management, and then moving to the Office of the City Clerk in 2014 as a customer account representative; and

WHEREAS, Mrs. Miller enjoys gardening, sleeping, classic cinema and the blues and is looking forward to enjoying all of those things as well as getting things done in her house, relaxing and spending more time with her family during her retirement; and

WHEREAS, Throughout her career, Mrs. Miller has been a great Office of the City Clerk employee, and she will be deeply missed by everyone in the office; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this September 21, 2022, do hereby congratulate Mrs. Cheryl Miller on her retirement from public service and do hereby extend our heartfelt thanks and best wishes in all her future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mrs. Cheryl Miller as a sign of our honor, gratitude and respect.

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**CONGRATULATIONS EXTENDED TO ALPHA MU CHAPTER OF ALPHA PHI FRATERNITY, INC. ON 100<sup>TH</sup> ANNIVERSARY.**

[R2022-944]

WHEREAS, The men of the Alpha Mu chapter of Alpha Phi Alpha Fraternity, Inc., seated at Northwestern University, celebrate their centennial anniversary on the day of October 21, 2022; and

WHEREAS, Alpha Phi Alpha Fraternity, Inc., the first African American collegiate Greek-lettered fraternity, was incorporated December 4, 1906; the Alpha Mu chapter was set apart on October 21, 1922, by brothers Cooper and Greer of Theta Chapter, Chicago; and

WHEREAS, The charter brothers of Alpha Mu chapter are Dr. Beck, Ralph Banks, Ernest Dyett, Frederick D. Jordan, A.D. Price, Samuel B. Taylor and Warren Williams; and

WHEREAS, Brother Samuel B. Taylor also played on the football team and was believed to be the only Black member on the team at that time; and

WHEREAS, The men of the Alpha Mu chapter proudly wear their black and old gold and truly represent the motto "First of All, Servants of All, We Shall Transcend All"; and

WHEREAS, The chapter of Alpha Mu has produced some of the leading African American men in this country. Alum such as: Northwestern board member Adam Karr (President and Portfolio Manager, Orbis Investments), Northwestern board member Milton Morris (CEO, Neuspera Medical), Jason Wright (President, Washington Commanders), Andre Gaines (the one and only Dick Gregory), Marcus Payne (Vice President, Global Environmental, Health, Safety, and Security at Ingredion, Incorporated), Michael Blake (CEO, Atlas Strategy Group and former vice chair, Democratic National Committee and New York State assembly member) and current chapter President Marc Montgomery; and

WHEREAS, The men of Alpha Mu continue to carry on the legacy of their ancestors and brothers by their commitment to national civic engagement programs and uplifting other young men in education; and

WHEREAS, The Alpha Mu centennial theme is "100 Years of Service, Impact and Brotherhood"; and

WHEREAS, The Alpha Mu centennial celebration is led by co-chair brothers Dayo Babatunde, Michael Blake, Tony Daniels, Brandon Jones, Dr. Clyde Henderson, Marc Montgomery, Marcus Payne and Mouhamed Toure; and

WHEREAS, The 36<sup>th</sup> general president of Alpha Phi Alpha Fraternity, Inc. is Dr. Willis L. Lonzer III, a Chicago resident and brother of Xi Lambda chapter; and

WHEREAS, We honor and thank the men of Alpha Mu of the Alpha Phi Alpha Fraternity, Inc. for their leadership and commitment to community for the last 100 years and wish them a wonderful centennial; and

WHEREAS, It is appropriate that the City of Chicago salute the men of the Alpha Mu chapter of Alpha Phi Alpha Fraternity, Inc. for 100 years of exemplary leadership in scholastic achievement, civil engagement and public service, and celebrate the men of the Alpha Mu chapter of Alpha Phi Alpha's contributions to the city; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> of September 2022, do hereby recognize and congratulate the men of the Alpha Mu chapter of Alpha Phi Alpha Fraternity, Inc. on the occasion of its centennial and extend our sincere appreciation and best wishes for its continued success; and

*Be It Further Resolved*, That suitable copies of this resolution be sent to representatives of the Alpha Mu chapter of Alpha Phi Alpha Fraternity, Inc. as a token of our esteem.

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*Presented By*

**ALDERMAN DOWELL (3<sup>rd</sup> Ward)  
And OTHERS:**

**TRIBUTE TO LATE PRINCE ASIEL BEN ISRAEL.**

[R2022-979]

A proposed resolution, presented by Aldermen Dowell, Hairston, Sawyer, Harris, Moore, Curtis, Brookins, Burnett, Ervin, Taliaferro, Austin and Mitts, reading as follows:

WHEREAS, It is with great sadness that the members of this chamber have been informed of the passing of Prince Asiel Ben Israel on Saturday, August 21, 2022; and

WHEREAS, Ben Israel, then known as Warren Brown, was born on April 30, 1941 to Mary and Archie Brown, Sr. in Chicago, Illinois as one of eight children; and

WHEREAS, Prince Asiel grew up on the South Side of Chicago and went to Dunbar High School in the Bronzeville community before attending DePaul University, where he was granted fellowship in the Alpha Phi Alpha fraternity; and

WHEREAS, Prince Asiel found his life's calling and was bestowed his Hebrew name -- Prince Asiel Ben Israel -- through faithful adherence to the teachings of Ben Ammi Carter, then leader of the African Hebrew Israelite community; and

WHEREAS, The African Hebrew Israelite teachings resonated with Prince Asiel, who rooted the Black struggle for civil rights in 1960s America to the struggle of our Black brothers and sisters so frequently depicted in the Bible; and

WHEREAS, After intense study and civic advocacy in Chicago, Prince Asiel decided to make the holy pilgrimage to Israel, leading a group of 350 Black Americans to live in Dimona, a settlement just outside of Israel's Negev Desert, where he strived to build a self-sufficient community of Black residents in furtherance of worldwide Black liberation; and

WHEREAS, His ties to Israel and his position in the African Hebrew Israelite movement led him to becoming one of the preeminent advocates for Black excellence, serving as

counsel to celebrities, world leaders, local politicians and Black residents searching for spiritual guidance and a connection to a shared heritage; and

WHEREAS, Prince Asiel could never fully leave Chicago and in 1982, he opened Soul Vegetarian restaurant in Chatham which nourished the body and soul to countless customers seeking healthy vegan alternatives; and

WHEREAS, Prince Asiel's teachings, spirit and legacy will live on in Chicago, in Israel, in all of the countries he toured as part of his mission to spread Black equality, and through all the lives he touched along the way; and

WHEREAS, Prince Asiel is survived by his sister, three wives, 15 children and over 60 grandchildren; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 21<sup>st</sup> day of September 2022 A.D., do hereby extend our condolences to the family and friends of Prince Asiel Ben Israel; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Prince Asiel Ben Israel.

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TRIBUTE TO LATE HAROLD LUCAS.

[R2022-980]

A proposed resolution, presented by Aldermen Dowell, King, Hairston, Sawyer, Moore, Curtis, Taylor, Brookins, Burnett, Ervin, Taliaferro, Austin and Mitts, reading as follows:

WHEREAS, It is with great sadness that the members of this chamber have been informed of the passing of Harold Lucas on Tuesday, August 9, 2022; and

WHEREAS, Harold was born on November 1, 1942 to Harold Lucas and Katherine Lucas Hodges, in Chicago, Illinois as the only male of five siblings, which included Harriet Herron, Helen Lucas, Lydia Lucas and the late Geraldine Lucas; and

WHEREAS, Harold grew up in the Ida B. Wells Homes in the 3<sup>rd</sup> Ward, and went to Hyde Park High School, graduating in 1960, before attending the City Colleges of Chicago; and

WHEREAS, Harold was a tireless advocate for Bronzeville, and an outspoken historian of the Black Migration and its effects on Chicago's history, and was known throughout Chicago

because of his role as the president of the Black Metropolis Convention and Tourism Council; and

WHEREAS, His firm handshake and greeting when introducing himself -- which consisted of a long speech all about the Black Metropolis Convention and Tourism Council, the Bronzeville visitor information center, and the preservation of the Black Metropolis National Heritage Area -- both perfectly encapsulated who Harold was, and is something that will be greatly missed; and

WHEREAS, Harold's other advocacy work included helping to save the South Shore Cultural Center, having participated in an extensive fundraising campaign, hosting the first jazz concerts that would eventually become the Jazz Fest in Grant Park, and creating the Youth Vision and Integrity program which successfully mentored over 100 youth; and

WHEREAS, Harold is survived by his two children, Sherri Lucas Hall and Eli Lucas; three granddaughters; three great-granddaughters and one more on the way; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here in assembly this 21<sup>st</sup> day of September 2022 A.D., do hereby extend our condolences to the family and friends of Harold Lucas; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Harold Lucas.

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**DECLARATION OF OCTOBER 11, 2022 AS "OFFICIAL CHICAGO DAY OF THE GIRL".**

[R2022-833]

A proposed resolution, presented by Aldermen Dowell, La Spata, King, Sawyer, Sadlowski Garza, Lee, Coleman, Rodriguez, Sigcho-Lopez, Ervin, Reboyras, Waguespack, Austin, Ramirez-Rosa, Villegas, Mitts, Nugent, Vasquez, Napolitano, Reilly, Tunney, Gardiner, Cappleman, Martin and Silverstein and Clerk Valencia, reading as follows:

WHEREAS, The United Nations established October 11, 2012 as the first annual International Day of the Girl, supported and co-sponsored by the United States and 97 other countries; and

WHEREAS, The International Day of the Girl campaign calls on communities across the globe to recognize that girls worldwide face many injustices such as discrimination, gender stereotypes, commercial sexual exploitation, gender violence, health disparities, child marriage and lack of education; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Pat Dowell, Alderman of the 3<sup>rd</sup> Ward; and

WHEREAS, The International Day of the Girl campaign works to empower girls to fight for their rights as well as celebrate their contributions; and

WHEREAS, Locally, the City of Chicago joins the Girls Like Me Project, Inc. in working to support the empowerment of inner-city girls so that they may join the global movement advocating for girls; and

WHEREAS, Girls Like Me Project, Inc. recognizes the socio-economic challenges that inner-city girls face including violence, commercial sexual exploitation, poverty, sexualized and stereotyped media portrayals, health and education inequity, poor self-esteem and a teenage birth rate that is one-and-one-half times higher than the national average; and

WHEREAS, Since 2012, Girls Like Me Project, Inc. has hosted Chicago Day of the Girl to commemorate this global day in an effort to bring together more than 500 adolescent girls age 13 to 18 to expose them to mentorship opportunities and social emotional support; and

WHEREAS, The City of Chicago encourages girls to develop their leadership skills and to increase their participation in sports, science and math-related activities and to graduate high school and supports girls as they gain the tools to speak out against and effect change upon social injustices and media stereotypes; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, in recognition of the International Day of the Girl, hereby designate October 11, 2022 as the official Chicago Day of the Girl, and request that all residents of Chicago join in the celebration of the inherent potential of all girls, and to support, protect and direct resources and development opportunities to girls in the unobstructed pursuit of their dreams.

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*Presented By*

**ALDERMAN HAIRSTON (5<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO LOUISE MC CURRY ON SERVICE TO HYDE PARK AND JACKSON PARK COMMUNITIES.**

[R2022-834]

WHEREAS, Louise McCurry was taught by her father that “you were put on earth to make a difference”; and

WHEREAS, Louise's motto is "Make the World a Better Place for the Children"; and

WHEREAS, Louise has been a member of the Jackson Park Advisory Council since 1983 and has been president of the council since 2010; and

WHEREAS, Over the years, Louise has been instrumental in encouraging and organizing thousands of volunteers to clean up Jackson Park, Burnham Park, Bixler Park, Cornell Park, Harold Washington Park and many more; and

WHEREAS, Louise organized groups to remove the invasive species from the park area around La Rabida Children's Hospital; and

WHEREAS, Louise was a fierce advocate for the parks, and has appeared before the Chicago Park District Board many times to address improvements to Jackson Park; and

WHEREAS, Louise has fought for the restoration of the Iowa House since 2016; and

WHEREAS, Louise always encouraged activities for young people in the park, and subsequently formed a soccer program in the 1980s that is currently going strong; and

WHEREAS, Louise was a coach for the Hyde Park American Youth Soccer Organization (AYSO); and

WHEREAS, Louise believes that parental involvement is the key to success in the soccer program, and trains parents to be soccer coaches and referees; and

WHEREAS, Louise is a firm believer that when you teach children about botany, ecology, birds and butterflies, they become better stewards of the park; and

WHEREAS, Louise drove to Chicago through a blinding snowstorm in December 1969 to visit her brother and remained here; and

WHEREAS, Louise is the mother of five adult sons, who she considers to be geniuses; and

WHEREAS, Louise has worked in the healthcare profession for 50 years, both in Chicago and the suburbs; and

WHEREAS, Louise is the committee chair of the Hyde Park Kenwood Community Conference, where she volunteers her time; and

WHEREAS, Louise has had an impact in the Hyde Park community for over 50 years in the following areas: education, health, housing, women's rights, and children's welfare; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby honor the service of

Louise McCurry, and extend our sincere congratulations for her service to the community; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Louise McCurry as a sign of our good wishes.

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*Presented By*

**ALDERMAN SAWYER (6<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO DR. CHARLENE HUMPHREY PATTERSON ON BIRTHDAY.**

[R2022-921]

WHEREAS, The birthday celebration of Dr. Charlene Humphrey Patterson, an outstanding singer, as well as a most respected instructor and director of sacred music, commences on the evening of September 17, 2022, at Shiloh Missionary Baptist Church on this city's South Side; and

WHEREAS, Charlene began life as the daughter of the Reverend Gordon and Helen Humphrey, succeeding her mother as both its minister of music as well as first lady of Shiloh Missionary Baptist Church. Her mother nurtured her love for gospel music from an early age. After being united in Holy Matrimony to Reverend Rodney Patterson, she followed him to the New Alpha Baptist Church in Vermont and the Ebenezer Baptist Church in Michigan, where she continued to hone her skills as a teacher and music director at his side; and

WHEREAS, Dr. Patterson received her Ph.D. in psychology from Michigan State University and put her education to work in helping members of the ministries with issues they were confronting. Charlene was also a facilitator, supporting her mom in the founding and nurturing of the annual Helen Humphrey Retreats; and

WHEREAS, The seniors and especially the children of the church hold a special place in Charlene's heart. Many members of her Heavenly Stars children's choir eventually lend their voices to the adult choir. Her extraordinary gospel musicianship and expertise continues to influence singers, musicians and choir directors throughout the nation; and

WHEREAS, The Honorable Roderick Sawyer, Alderperson of the 6<sup>th</sup> Ward, has informed this august body of the dedication and devotion of this remarkable gospel music guiding light; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered this 21<sup>st</sup> day of September 2022 A.D., do hereby express our heartfelt best wishes to Dr. Charlene Humphrey Patterson in achieving this significant milestone and extend our heartiest congratulations on the occasion of her birthday celebration with her Shiloh family and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Dr. Charlene Humphrey Patterson.

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*Presented By*

**ALDERMAN SAWYER (6<sup>th</sup> Ward) And  
ALDERMAN COLEMAN (16<sup>th</sup> Ward):**

**TRIBUTE TO LATE PRINCE ASIEL BEN ISRAEL.**

[R2022-835]

WHEREAS, In His infinite wisdom, almighty God has granted eternal peace to Prince Asiel Ben Israel, an outstanding and remarkable worldwide spiritual leader, on August 21, 2022; and

WHEREAS, Prince Asiel started his life's journey in this city on April 30, 1941 as Warren Brown, who graduated from Dunbar Vocational High School in 1959. He furthered his education at DePaul University in Chicago and focused on international studies at the University of Ghana, in Accra, Ghana, as well as Makerere University, in Kampala, Uganda. In addition, he received a doctorate from the School of Interactive Theology at the School of the Prophets Institute, in Dimona, Israel; and

WHEREAS, Warren Brown joined Ben Ammi Ben-Israel's African Hebrew Israelite Nation of Jerusalem and took the name Prince Asiel Ben Israel. He eventually left America with a charter group of 350 African Americans (mainly from Chicago) for the Holy Land where they settled primarily in the city of Dimona on the outskirts of the Negev Desert. This group, that grew to 2,500, adopted Judaism as their principles of living; and

WHEREAS, Prince Asiel Ben Israel served as that community's international ambassador extraordinary and plenipotentiary, championing peace and unity in Chicago, Israel, Africa, and throughout the world for more than 50 years. In 1981, Ben Israel and his wife, Yohanna Brown, opened Original Soul Vegetarian, a vegan restaurant on the South Side of Chicago; and

WHEREAS, Prince Asiel Ben Israel was president and CEO of Bold Spiritual Initiative, president of Africa Israel Asia, international spokesperson for Straight Talk Economic Roundtable, chairman of First Africa Corporation, a sponsor of the annual Holy Jerusalem Summit Conferences and a convener of the National Leadership Council of African Americans. Additionally, he has served with Support-a-Child International, Inc. as a board member of the International United Black Fund, a coordinator of the African Development Program's private volunteer organization project (as well as director of its international fundraising projects), as a special economic advisor to the World Conference of Mayors, as an advisor to the U.S. Congressional Black Caucus and as a member of the African American Clergy Network of Chicago; and

WHEREAS, Earlier this year, hundreds gathered along with leaders from the Shiloh Institute and the Consulate General of Israel to the Midwest at the DuSable Museum to celebrate the long-time alliance between the Black and Jewish communities and pay tribute to the life and legacy of Prince Asiel Ben Israel as a leader of unity; and

WHEREAS, The Honorable Roderick Sawyer, Alderperson of the 6<sup>th</sup> Ward, has informed this august body of the transition of this unique and accomplished spiritual, civic and world leader; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City of Chicago City Council, gathered together this 21<sup>st</sup> day of September 2022 A.D., do hereby express our sincere sorrow upon the passing of Prince Asiel Ben Israel and extend our deepest condolences to his family and his many followers; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Prince Asiel Ben Israel.

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*Presented By*

**ALDERMAN HARRIS (8<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO MARY ARNOLD ON 85<sup>TH</sup> BIRTHDAY.**

[R2022-897]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary Arnold in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Mary Arnold on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary Arnold 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 21<sup>st</sup> of September 2022, do hereby congratulate Mary Arnold on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mary Arnold 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 Mary Arnold in honor of her 85<sup>th</sup> birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO ACQUANETTA B. BLUING ON  
70<sup>TH</sup> BIRTHDAY.

[R2022-901]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Acquanetta B. Bluing in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Acquanetta B. Bluing on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Acquanetta B. Bluing 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 21<sup>st</sup> of September 2022, do hereby congratulate Acquanetta B. Bluing on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Acquanetta B. Bluing 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 Acquanetta B. Bluing in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO ROBERT BRADLEY ON 85<sup>TH</sup> BIRTHDAY.*  
[R2022-898]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Robert Bradley in honor of his 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Robert Bradley on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Robert Bradley 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 21<sup>st</sup> of September 2022, do hereby congratulate Robert Bradley on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Robert Bradley 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 Robert Bradley in honor of his 85<sup>th</sup> birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO CAROLYN BRUMFIELD ON 75<sup>TH</sup> BIRTHDAY.*

[R2022-899]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Carolyn Brumfield in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Carolyn Brumfield on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Carolyn Brumfield 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 21<sup>st</sup> of September 2022, do hereby congratulate Carolyn Brumfield on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Carolyn Brumfield 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 Carolyn Brumfield in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO JEAN BRUMFIELD ON 70<sup>TH</sup> BIRTHDAY.**

[R2022-900]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Jean Brumfield in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Jean Brumfield on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Jean Brumfield 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 21<sup>st</sup> of September 2022, do hereby congratulate Jean Brumfield on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Jean Brumfield 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 Jean Brumfield in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO BRUCE CAMPBELL ON 75<sup>TH</sup> BIRTHDAY.**

[R2022-902]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Bruce Campbell in honor of his 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Bruce Campbell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Bruce Campbell 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 21<sup>st</sup> of September 2022, do hereby congratulate Bruce Campbell on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Bruce Campbell 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 Bruce Campbell in honor of his 75<sup>th</sup> birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO LAVETTE E. CAMPBELL ON  
70<sup>TH</sup> BIRTHDAY.

[R2022-903]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Lavette E. Campbell in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Lavette E. Campbell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Lavette E. Campbell 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 21<sup>st</sup> of September 2022, do hereby congratulate Lavette E. Campbell on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Lavette E. Campbell 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 Lavette E. Campbell in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO CHERYL D. DUGAN ON 65<sup>TH</sup> BIRTHDAY.**  
[R2022-904]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cheryl D. Dugan in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Cheryl D. Dugan on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cheryl D. Dugan 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 21<sup>st</sup> of September 2022, do hereby congratulate Cheryl D. Dugan on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cheryl D. Dugan 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 Cheryl D. Dugan in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO GEORGIA W. FLOWERS ON 65<sup>TH</sup> BIRTHDAY.**

[R2022-905]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Georgia W. Flowers in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Georgia W. Flowers on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Georgia W. Flowers 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 21<sup>st</sup> of September 2022, do hereby congratulate Georgia W. Flowers on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Georgia W. Flowers 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 Georgia W. Flowers in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO BEVERLY J. GLINSEY ON  
65<sup>TH</sup> BIRTHDAY.

[R2022-906]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Beverly J. Glinsey in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Beverly J. Glinsey on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Beverly J. Glinsey 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 21<sup>st</sup> of September 2022, do hereby congratulate Beverly J. Glinsey on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Beverly J. Glinsey 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 Beverly J. Glinsey in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO WILLIAM P. HUMPHREY ON 80<sup>TH</sup> BIRTHDAY.**

[R2022-907]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to William P. Humphrey in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to William P. Humphrey on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, William P. Humphrey 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 21<sup>st</sup> of September 2022, do hereby congratulate William P. Humphrey on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to William P. Humphrey 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 William P. Humphrey in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO QUENCE INGRAM ON 80<sup>TH</sup> BIRTHDAY.**

[R2022-908]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ms. Quence Ingram in honor of her 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Ms. Quence Ingram on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ms. Quence Ingram 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 21<sup>st</sup> of September 2022, do hereby congratulate Ms. Quence Ingram on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Ms. Quence Ingram 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 Ms. Quence Ingram in honor of her 80<sup>th</sup> birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO MARJORIE A. LOVE ON 85<sup>TH</sup> BIRTHDAY.  
[R2022-909]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Marjorie A. Love in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Marjorie A. Love on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Marjorie A. Love 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 21<sup>st</sup> of September 2022, do hereby congratulate Marjorie A. Love on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Marjorie A. Love 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 Marjorie A. Love in honor of her 85<sup>th</sup> birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO CECILE E. MAYS ON 65<sup>TH</sup> BIRTHDAY.  
[R2022-910]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Cecile E. Mays in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Cecile E. Mays on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Cecile E. Mays 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 21<sup>st</sup> of September 2022, do hereby congratulate Cecile E. Mays on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Cecile E. Mays 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 Cecile E. Mays in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

---

CONGRATULATIONS EXTENDED TO RICHARD F. NELSON ON  
70<sup>TH</sup> BIRTHDAY.

[R2022-911]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Richard F. Nelson in honor of his 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Richard F. Nelson on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Richard F. Nelson 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 21<sup>st</sup> of September 2022, do hereby congratulate Richard F. Nelson on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Richard F. Nelson 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 Richard F. Nelson in honor of his 70<sup>th</sup> birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO MARY A. POWELL ON 70<sup>TH</sup> BIRTHDAY.*

[R2022-912]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Mary A. Powell in honor of her 70<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Mary A. Powell on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Mary A. Powell 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 21<sup>st</sup> of September 2022, do hereby congratulate Mary A. Powell on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Mary A. Powell 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 Mary A. Powell in honor of her 70<sup>th</sup> birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO BEVERLY O. PRATHER ON 85<sup>TH</sup> BIRTHDAY.*

[R2022-913]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Beverly O. Prather in honor of her 85<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Beverly O. Prather on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Beverly O. Prather 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 21<sup>st</sup> of September 2022, do hereby congratulate Beverly O. Prather on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Beverly O. Prather 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 Beverly O. Prather in honor of her 85<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO JOHN C. ROSS ON 80<sup>TH</sup> BIRTHDAY.**

[R2022-914]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to John C. Ross in honor of his 80<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to John C. Ross on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, John C. Ross 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 21<sup>st</sup> of September 2022, do hereby congratulate John C. Ross on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to John C. Ross 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 John C. Ross in honor of his 80<sup>th</sup> birthday as a token of our esteem and good wishes.

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**CONGRATULATIONS EXTENDED TO BRENDA M. SCOTT ON 65<sup>TH</sup> BIRTHDAY.**

[R2022-915]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Brenda M. Scott in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Brenda M. Scott on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Brenda M. Scott 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 21<sup>st</sup> of September 2022, do hereby congratulate Brenda M. Scott on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Brenda M. Scott 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 Brenda M. Scott in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

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CONGRATULATIONS EXTENDED TO LEONARD C. SISNETTE ON  
65<sup>TH</sup> BIRTHDAY.

[R2022-916]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Leonard C. Sisnette in honor of his 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Leonard C. Sisnette on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Leonard C. Sisnette 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 21<sup>st</sup> of September 2022, do hereby congratulate Leonard C. Sisnette on the occasion of his birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Leonard C. Sisnette 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 Leonard C. Sisnette in honor of his 65<sup>th</sup> birthday as a token of our esteem and good wishes.

*CONGRATULATIONS EXTENDED TO ANITA W. SMITH ON 65<sup>TH</sup> BIRTHDAY.*

[R2022-917]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Anita W. Smith in honor of her 65<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Anita W. Smith on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Anita W. Smith 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 21<sup>st</sup> of September 2022, do hereby congratulate Anita W. Smith on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Anita W. Smith 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 Anita W. Smith in honor of her 65<sup>th</sup> birthday as a token of our esteem and good wishes.

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*CONGRATULATIONS EXTENDED TO RUBY L. WOODS ON 75<sup>TH</sup> BIRTHDAY.*

[R2022-918]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations and warmest birthday wishes to Ruby L. Woods in honor of her 75<sup>th</sup> birthday; and

WHEREAS, On behalf of the entire 8<sup>th</sup> Ward, Alderman Michelle A. Harris would like to extend her personal tribute to Ruby L. Woods on this momentous occasion as recognition for being a stellar resident of the City of Chicago; and

WHEREAS, Ruby L. Woods 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 21<sup>st</sup> of September 2022, do hereby congratulate Ruby L. Woods on the occasion of her birthday; and

*Be It Further Resolved*, That we extend our most heartfelt wishes to Ruby L. Woods 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 Ruby L. Woods in honor of her 75<sup>th</sup> birthday as a token of our esteem and good wishes.

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*Presented By*

**ALDERMAN LEE (11<sup>th</sup> Ward):**

**TRIBUTE TO LATE RAQUEL A. ARROYO.**

[R2022-836]

WHEREAS, Raquel A. Arroyo has been called to eternal life by the wisdom of God at the age of 52 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Raquel A. Arroyo, beloved wife of David Gutierrez; loving mother of Joseph, Samantha, Lewis, Michael and Felicia Rodriguez, and Emilia Gutierrez; cherished grandmother of many; devoted daughter of Maria Sandoval and Pedro Arroyo; dear sister of Manuel (Rosalba) Arroyo, Pedro (Rocio) Arroyo, Marisol Sandoval, Fabian Arroyo, Desiree (Lucio Lopez) Arroyo and Barbie Arroyo; and fond aunt of many; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Raquel to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Raquel A. Arroyo and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Raquel A. Arroyo.

---

**TRIBUTE TO LATE KELLY ANN BAKER.**

[R2022-837]

WHEREAS, Kelly Ann Baker has been called to eternal life by the wisdom of God at the age of 61 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Kelly Ann Baker, 61, passed on April 30, 2022, and was a longtime resident of the South Side of Chicago, Canaryville neighborhood; world's greatest mom of Evan Baker, Jenna Baker and Colin Baker; beloved sister of the (late) Colleen McFarlane, Maureen McFarlane, Lauren McFarlane, Lisa McFarlane and Richard (Kelly) McFarlane; loving sister-in-law of Barb and Cindy Baker; and dearest aunt of Morgan, Kaitlyn, Megan, Theresa, Leo, Jacqueline, Christi, John, Johnna, Angela and Jimmy; and

WHEREAS, Kelly was preceded in death by the love of her life, John Baker, and her parents, Richard J. (CPD) and Jean Marie (nee Moody) McFarlane and was the cherished friend and sister to the Condon family, her other clan; and

WHEREAS, Kelly worked for 30-plus years as a clerk at Alexander Graham School in Canaryville. When she retired, students, teachers and staff were sad to see her leave. She enjoyed working with them, just as much as they enjoyed having her as part of their school. Kelly had a heart like no other. She was extremely kind and compassionate to anyone in need. She was the epitome of a true warrior, and we loved her beyond measure. We were so very blessed to call her our mom, sister, aunt and friend; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Kelly to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Kelly Ann Baker and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Kelly Ann Baker.

---

**TRIBUTE TO LATE JANICE ALICE BOHAN.**

[R2022-838]

WHEREAS, Janice Alice Bohan has been called to eternal life by the wisdom of God at the age of 85 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Janice Alice Bohan, beloved wife of the late John L. Bohan; loving mother of Jack (Sue) and Daniel, CPD (Janice); cherished grandmother of Stacey, Daniel,

Meghan and Michael; dear aunt of Jackie Ann and Faith Grano; and a longtime employee of City Colleges of Chicago, Central Office. She will be deeply missed and never forgotten; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Janice to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Janice A. Bohan and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Janice A. Bohan.

---

TRIBUTE TO LATE JAMES R. BRUSH.

[R2022-839]

WHEREAS, James R. Brush has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, James R. Brush, beloved husband of the late Linda L. (nee Paraday); loving father of the late Lisa Brush (Dave Loher), Kimberly Kancauski, Cynthia (Mark) Beckman and the late Linda Brush (the late Dennis Hough); beloved son of the late Marvin and Loretta (the late Benny) Micele; fond grandfather of Lisa Marie, Patricia, Shannen, Michael, Tiffany, David and Tori; dear brother of the late Marie (Robert) Johnston; and fond uncle of many nieces and nephews; and

WHEREAS, His love of life and ability to live it to the fullest endeared James to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of James R. Brush and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of James R. Brush.

*TRIBUTE TO LATE TIMOTHY JOHN BURROW, JR.*

[R2022-840]

WHEREAS, Timothy John Burrow, Jr. has been called to eternal life by the wisdom of God at the age of 52 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Tim was the beloved husband of Anna (nee Krzywicki); loving stepdad of Julie Oliver (Ryan Fredo), Jamie Gawron (Nick) and Stephanie Cummings; and dear grandpa of Olivia and Alexander Gawron and Wade Denton; and

WHEREAS, Tim was an avid car enthusiast who loved cruising down Garfield Boulevard and a baseball fanatic who loved to frequent games. He enjoyed keeping fit and active, and also cooking a delicious meal for his wife. He was passionate about his job, which made him a top salesman in his field. Tim was a diehard Kiss fan, and often spoke of how the music pulled him through tough times. He was a family man, who absolutely adored spending time with his grandchildren. He was a fiercely proud and caring owner of his fur baby, Sona. Tim was a thoughtful, loving and devoted husband to the love of his life, Anna. Tim made an everlasting impression on everyone he met, and he will be dearly missed; and

WHEREAS, His love of life and ability to live it to the fullest endeared Timothy to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Timothy John Burrow, Jr. and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Timothy John Burrow, Jr.

---

*TRIBUTE TO LATE ADELA CARO.*

[R2022-841]

WHEREAS, Adela Caro has been called to eternal life by the wisdom of God at the age of 88 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Adela was born in Barranquilla, Colombia on July 23, 1933. She is survived by her daughter, Joanne; sons, Yamil, Franklin and Winston; as well as her granddaughters, Dennise and Cindy Rendon; and

WHEREAS, Adela had a heart of gold and blessed were those who got to meet her. She received all with a smile and an open heart. She loved her children and grandchildren dearly. Adela continues to be loved by all of those whose lives she touched with her sweet and kind nature; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Adela to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Adela Caro and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Adela Caro.

---

*TRIBUTE TO LATE ROSA CONDEMI.*

[R2022-842]

WHEREAS, Rosa Conde mi has been called to eternal life by the wisdom of God at the age of 87 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Rosa Conde mi, beloved wife of the late Rosolino; loving mother of Anna, Salvatore (Alyssa) and Divina (Salvatore) Stella; cherished nonna of Gianluca, Arlo, Luciano and Pia; devoted daughter of Beniamino and Divina Capellupo; dear sister of Belinda, the late Palma, the late Joseph, the late Carmine, the late Luigi and the late Nella; and fond aunt of many nieces and nephews; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Rosa to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Rosa Conde mi and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Rosa Conde mi.

*TRIBUTE TO LATE RICH ECKER.*

[R2022-843]

WHEREAS, Rich Ecker has been called to eternal life by the wisdom of God at the age of 63 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Rich Ecker, beloved husband of Melanie (nee Drew); loving father of Kyle; devoted son of the late Vernon and the late Dorothy; dear brother of Charlie (Michelle) Ecker; and fond uncle of many nieces and nephews; and

WHEREAS, His love of life and ability to live it to the fullest endeared Rich to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Rich Ecker and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Rich Ecker.

---

*TRIBUTE TO LATE MARGARET MARIE FINLEY.*

[R2022-844]

WHEREAS, Margaret "Peggy" Marie Finley has been called to eternal life by the wisdom of God at the age of 56 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Margaret Marie Finley, beloved mother of Hannah and Brendan Finley. Peggy was born on February 23, 1966, in Chicago, Illinois. Her parents were the late George Murray and the late Ellen Murray (nee Oberfell). Peggy was the 11<sup>th</sup> child of George and Ellen's 13 children. She took pride in being from Bridgeport, a strong South Side Irish Catholic neighborhood. Everyone who has ever met Peggy has stories about her laughter, her joy, her beautiful blue Irish eyes, and her radiating positive energy; and

WHEREAS, She was an avid White Sox fan, going to as many games as possible. She was a thoughtful caregiver to so many people throughout her life. And her greatest joy were her two children, Hannah and Brendan. From the moment they were born, they were her

world. Peggy loved her family and friends, always bringing people together for a laugh and a hug; and

WHEREAS, Margaret Marie Finley, devoted mother of Hannah Finley and Brendan Finley; loving daughter of the late George and Ellen Murray; dearest sister of June Murray, Georgine Murray, Mike (the late Marjorie) Murray, Mary (Ed) Klus, the late Martin (Cathy) Murray, Patrick Murray, the late Katie Murray, Ellie (Steve) Bartucci, Jack (Lori) Murray, Ruth (Bill) Fear, Jim (Abby) Murray and George Murray; also, a fond aunt and grand-aunt of many, many nieces and nephews; and former wife of Brian Finley; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Margaret to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Margaret Marie Finley and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Margaret Marie Finley.

---

*TRIBUTE TO LATE LEONARD J. FRENZEL.*

[R2022-845]

WHEREAS, Leonard J. Frenzel has been called to eternal life by the wisdom of God at the age of 71 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Leonard J. Frenzel, age 71, U.S. Army veteran; beloved husband of Patricia (nee Murphy); loving father of Kim (Brad) Pedersen and Jim (Allison) Frenzel; cherished paw of Logan, Kaitlyn, Morgan, Kourtney, Gavin and the late "Our Angel" Baby Frenzel; devoted son of the late Henry (the late Mary Frenzel); dear brother of the late Richard, the late Henry "Pinky" (Barb) Frenzel and Rosemary (the late Robert) Gray; son-in-law of the late Bud (the late Marie) Murphy; brother-in-law of James (Karen) and Robert (Patricia) Murphy and Colleen Shields; and fond uncle and friend of many. Len was a longtime devoted employee of Joslyn Manufacturing for over 30 years. His love of family was beyond measure; his greatest joy came from time spent with them. Being paw to his grandkids was everything to Len; he was their biggest fan. He was the first person you called when something was broke, Len would fix it. He has left us with fond memories and wonderful hand created wood workings for us to enjoy for years to come; and

WHEREAS, His love of life and ability to live it to the fullest endeared Leonard to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Leonard J. Frenzel and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Leonard J. Frenzel.

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*TRIBUTE TO LATE FRANK L. GARCIA.*

[R2022-846]

WHEREAS, Frank L. Garcia has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Frank L. Garcia, loving father of Bianca, April and Vincent; beloved son of Nick and Mary Ellen Diaz "Nena"; dear brother of Martha (Ken) Alvarez, the late Magdalena (Mike) Perlowski, David Garcia, Veronica (Daniel) Mancilla and Victor (Tara) Diaz; fond uncle of many nieces and nephews; cousin to many; and loving friend of Kimmy Tipton; and

WHEREAS, His love of life and ability to live it to the fullest endeared Frank to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Frank L. Garcia and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Frank L. Garcia.

---

*TRIBUTE TO LATE MARIA NGOOK WOON GEE.*

[R2022-847]

WHEREAS, Maria Ngook Woon Gee has been called to eternal life by the wisdom of God at the age of 77 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Maria Ngook Woon Gee, beloved wife of Jerry Moy Gee; loving mother of Bryan (late Kimberly) and Stanley (Jane) Gee; adored grandmother of Abigail, Madeleine, Caroline and Tyler; devoted daughter of the late James Eng and the late Joan Moy Eng; dear sister of Hoy (Grace) Eng and the late Esther (late Kin) Yuen; and fond aunt of many; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Maria to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Maria Ngook Woon Gee and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Maria Ngook Woon Gee.

---

*TRIBUTE TO LATE RICHARD GONZALEZ, SR.*

[R2022-848]

WHEREAS, Richard Gonzalez, Sr. has been called to eternal life by the wisdom of God at the age of 91 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Richard Gonzalez, Sr., beloved husband of the late Anna (nee Bova); loving father of Angeline Comstock, Anna Louise (Gerald) Blackman, Richard, Jr. (late Dale) Gonzalez, Robert Gonzalez, Thomas Gonzalez, Marie (Kevin) Bergthold and Patricia (John) Byrne; cherished grandfather of Michael Comstock, Annie (Dan) Wenger, Crystal, Gina and Ricky Gonzalez, Kevin, Jr., Patrick (Ritchel), Richie (Tiffany) and Angelina Bergthold and John and Kimberly Byrne; adored great-grandfather of 14; devoted son of the late John and the late Louisa Gonzalez; dear brother of eight; and fond uncle of many nieces and nephews; and

WHEREAS, His love of life and ability to live it to the fullest endeared Richard to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Richard Gonzalez, Sr. and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Richard Gonzalez, Sr.

---

TRIBUTE TO LATE MARY J. GUTIERREZ.

[R2022-849]

WHEREAS, Mary J. Gutierrez has been called to eternal life by the wisdom of God at the age of 93 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Mary J. Gutierrez (nee Ponce), beloved wife of the late Emanuel; loving mother of Rosalie (Jim) Kipka, Sandra (late Bernie) Kerns, Janice (Carmelo) Ramos, Michael Gutierrez, Anthony (Joan) Gutierrez, Emanuel Gutierrez, Jr., Linda (Tom) Niemiec, Mario Gutierrez and Vincent Gutierrez; cherished grandmother of 20; adored great-grandmother and great-great-grandmother of many; and dear daughter, sister and aunt of many; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Mary to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Mary J. Gutierrez and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mary J. Gutierrez.

---

TRIBUTE TO LATE DOMINIC A. IOZZO.

[R2022-850]

WHEREAS, Dominic A. Iozzo has been called to eternal life by the wisdom of God at the age of 84 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Dominic A. Iozzo, beloved husband of the late Barbara; loving father of John, Anthony (Elizabeth), Tina (Brian) and the late Michael; cherished grandfather of Amanda, Christina, Vincent, Daniel, Nicholas, Brianna, Anthony and Christopher; adored great-grandfather of Gemma, Max, Ava, Lucas, Hudson, Cameron, Dominic, Anthony, Kylie and Chloe; devoted son of the late Anthony and the late Mary; dear brother of Mary, Theresa, Ralph, the late Frank and the late Anthony; and fond uncle to many nieces and nephews; and

WHEREAS, His love of life and ability to live it to the fullest endeared Dominic to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Dominic A. Iozzo and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Dominic A. Iozzo.

---

*TRIBUTE TO LATE MARTIN J. KUBER.*

[R2022-851]

WHEREAS, Martin J. Kuber has been called to eternal life by the wisdom of God at the age of 66 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Martin J. Kuber, beloved husband of the late Joan Marie Kuber (nee Rasmus); and cherished father of Martin (Kelly Hyland) Kuber, Anthony Kuber, Andrew Kuber and Alex Kuber. He was a devoted son of the late Stanley and Dolores Kuber; and fond brother of Stanley Kuber, Laura (John) Karlow, the late Michael (Dana) Kuber, Randall (Michelle) Kuber, the late Gary Kuber, Kenneth Kuber and the late Marion (Samuel) Smith. He was the proud grandfather of Nicholas and Sarah, and of his great-grandchild, Andrew. Martin was a United States Navy veteran. The Navy was always in conversation when Martin was present. He was the best family and neighborhood carpenter, full of ideas and craftsmanship. He was an avid Chicago Bears and White Sox baseball fan! While being a fun-loving uncle to many nieces and nephews, he was above all .... a loving dad and grandpa. Martin will be missed by all who knew him; and

WHEREAS, His love of life and ability to live it to the fullest endeared Martin to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Martin J. Kuber and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Martin J. Kuber.

---

*TRIBUTE TO LATE JOAN KUNGIS.*

[R2022-852]

WHEREAS, Joan Kungis has been called to eternal life by the wisdom of God to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Joan Kungis was born Jasia Matulis in Oharewicze, Poland (now Belarus) on December 1, 1936. She became a war refugee at the age of two and didn't have a real home until the age of 19 -- they resided in war camps. This war would take her family's journey from Siberia, Uzbekistan, Persia, Karachi, India, Liverpool and eventually to the United States. Joan was born one of six children and one of three that survived the ravages of war and starvation; and

WHEREAS, She worked until the age of 82 wearing heels, lipstick and hair always done. After a lifetime of displacement, she only wanted to travel to her "happy" place -- their beloved summer home in Sister Lakes, Michigan. She enjoyed sunshine, watering her flowers and endless rides around the lake on the pontoon. She would rather have a meaningful conversation at her kitchen table than eat in a fancy restaurant. She could keep a secret and never repeat a word, which made her everyone's confidant. She never smoked or drank and was elegant and ladylike, but never boring. She loved to play cards and gamble and always seemed to win (which is where the no drinking probably came in handy). She couldn't watch a telethon or see a child with cancer without crying and sending a donation. She loved cars, drove fast and blared her radio to Pink, Gwen Stefani, The Doobie Brothers and Pavarotti. She was a 25-year cancer survivor and five feet, three inches of pure warrior -- especially at the end. She was beautiful and generous -- she was our heartbeat, our life and our love. She left us on Mother's Day in true Joannie style, making a statement and joining her own mother. It was still your day, and we celebrated a life well lived. We wear our pain like a badge of honor because it means we loved you the way you deserved to be loved; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Joan to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Joan Kungis and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Joan Kungis.

---

*TRIBUTE TO LATE JOANNE J. MORAVEC.*

[R2022-853]

WHEREAS, Joanne J. Moravec has been called to eternal life by the wisdom of God at the age of 82 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Joanne J. Moravec (nee Messina), beloved wife of the late John; beloved mother of John A. (Michele) Moravec and Mary Jo (Jeff) Smith; cherished grandmother of Claire, Lea Rose (Brian), Michael and Madelyn; devoted daughter of the late Anthony and the late Josephine Messina; and dear sister of Rose Marie Messina; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Joanne to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Joanne J. Moravec and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Joanne J. Moravec.

---

*TRIBUTE TO LATE CHEUNG L. NG.*

[R2022-854]

WHEREAS, Cheung L. Ng has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Cheung L. Ng, beloved husband of Hang Fa (nee Fung); loving father of Andrea (Samuel) Eng, James (Elaine) Eng and Helen (Allen) Ng; and cherished grandfather of Connor, Adelaide and Christopher; and

WHEREAS, His love of life and ability to live it to the fullest endeared Cheung to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Cheung L. Ng and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Cheung L. Ng.

---

TRIBUTE TO LATE LEONARD W. OSTROWSKI.

[R2022-855]

WHEREAS, Leonard W. Ostrowski has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Leonard W. Ostrowski was the beloved husband of the late Bernice (nee De Haan); loving father of Joyce Szulc, Ken (Lorraine) Ostrowski and Nancy (Dale) Zalusky; dear grandfather of Jackie Zalusky and Danielle (Eugene) Sidor; and great-grandfather of Eugene IV and Judith Sidor. Leonard was a WWII Navy veteran and longtime manager of BLML. He was a longtime resident of the Bridgeport neighborhood, an avid bowler, and diehard Sox fan; and

WHEREAS, His love of life and ability to live it to the fullest endeared Leonard to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Leonard W. Ostrowski and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Leonard W. Ostrowski.

---

*TRIBUTE TO LATE JAMES PHILIP PASCENTE.*

[R2022-856]

WHEREAS, James "Vince" Philip Pascente has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, James "Vince" Philip Pascente, beloved son of Chris and Marie (nee Indovina) Pascente; wonderful brother of Dorothy (the late John) Kellett, MaryLou (the late Virgil) Guglielmo and Bernie (nee Pascente) (the late Ron) Nelson; fond uncle of Glenn Kellett, Michelle Guglielmo Meyers and Kimberly Guglielmo; and a great friend to many; and

WHEREAS, His love of life and ability to live it to the fullest endeared James to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of James "Vince" Philip Pascente and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of James "Vince" Philip Pascente.

---

*TRIBUTE TO LATE ELISA RAMOS.*

[R2022-857]

WHEREAS, Elisa Ramos has been called to eternal life by the wisdom of God to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Elisa Ramos, beloved wife of the late Ramon Ramos; loving mother of Ann (John) Contreras, the late Jorge Ramos, Juan Ramos and Luis Ramos; beloved daughter of the late Silverio and Brigida Gonzalez; fond grandmother of Johnnie (Lorena), Cindy (Brad), Joey, George (Rosie) and Stephanie; great-grandmother of Liana, Nadia, Josiah, Elijah, Sofia and Joaquin; and fond aunt of many nieces, nephews and loving extended family in Mexico; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Elisa to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Elisa Ramos and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Elisa Ramos.

---

*TRIBUTE TO LATE MARYROSE SANTA-BUSCEMI.*

[R2022-858]

WHEREAS, Maryrose Santa-Buscemi has been called to eternal life by the wisdom of God at the age of 92 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, During the late 1940s and throughout the 1950s, Maryrose was a popular hair stylist working in some of the finest salons in downtown Chicago. A devoted mother, she decided to put her successful career on hold to raise her only child, her daughter, Constance Buscemi. She returned to her chosen profession by continuing to style hair for select special occasions such as weddings and for family and friend; and

WHEREAS, Maryrose was an avid reader, and she enjoyed reading the entire newspaper, minus the sports section, each day with her breakfast. She like collecting recipes and went to become a great cook. She loved pets and had quite a few throughout her life. Maryrose also loved having plants and flowers in her house and took great care to keep them blooming and beautiful year-round. She enjoyed art museums and the theater and sitting outside on warm nights chatting with neighbors; and

WHEREAS, Maryrose was the loving daughter of the late Bennie and Mary (nee Parilla) Santa, and the fond sister of the late Anthony "Blackie the Barber" Santa. Maryrose is survived by her daughter, Constance Buscemi; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Maryrose to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Maryrose Santa-Buscemi and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Maryrose Santa-Buscemi.

---

TRIBUTE TO LATE FRANCES SCHRAMA.

[R2022-859]

WHEREAS, Frances Schrama has been called to eternal life by the wisdom of God at the age of 84 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Frances Schrama, beloved wife of the late John F. Schrama, Jr.; loving mother of Valerie (Glen) Middleton; cherished grandmother of Laura and little Glen, Jr.; great-grandmother of Isacc; fond sister of Margaret, Louise, Clifford and Jimmy; and also survived by numerous loving nieces and nephews, and dearest friends, Dolly Lonergan and Jennie Archibald. She was preceded in death by her parents, Samuel and Mae Webb (nee Marsh); her daughter, Monica Schrama; son, John F. Schrama III; and seven siblings; and

WHEREAS, Fran was a member of the Alexander Graham School "Kitchen Band", where she was popularly known for the famous peanut butter cookies! She was an avid walker and enjoyed her daily walks strolling throughout the neighborhood. She will be deeply missed by all who knew her, and never forgotten; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Frances to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Frances Schrama and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Frances Schrama.

---

TRIBUTE TO LATE ALFRED SMITH.

[R2022-860]

WHEREAS, Alfred Smith has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Alfred Smith, beloved husband of Patricia (nee Campbell); loving father of Roy, Gary, William and the late Mike Campbell; beloved son of the late Noah and Zella Smith; fond grandfather of Christopher (Tricia) Campbell; dear sibling of three brothers and sisters; brother-in-law of Lucille (the late Gil) Ledger, Phyllis (the late David) Gallegos, David Campbell, the late Marion, the late Lois (the late Marvin) Meyer, the late Dolores and Robert Campbell; and fond uncle of many nieces and nephews; and

WHEREAS, Alfred is survived by Floyd, one last living relative in Florida. Al worked for Spanger Bros since the 1970s and ICON Identity for the last 27 years; and

WHEREAS, His love of life and ability to live it to the fullest endeared Alfred to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Alfred Smith and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Alfred Smith.

---

TRIBUTE TO LATE JAMES J. TOOLIS II.

[R2022-861]

WHEREAS, James J. Toolis II has been called to eternal life by the wisdom of God to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, James J. Toolis II, loving father of James J. Toolis III and Daniel L. Toolis; cherished brother of Erin (Patrick) Evers, John Toolis (Brittany), Jennifer Toolis and Jeanine Valdez; also survived by his beloved second parents and godmother, Cheryl Malnarick and Chuck Malnarick; treasured uncle and godfather of Lauryn Vonthaden, Dane Vonthaden and Patrick Evers, Jr.; fond godfather to Sean Gagen; and stepson of Rudy Valdez. He is also survived by numerous aunts, uncles, cousins, dearest best friend of Ed McSorley, and mother of his children, Christine Toolis; and

WHEREAS, His love of life and ability to live it to the fullest endeared James to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of James J. Toolis II and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of James J. Toolis II.

---

*TRIBUTE TO LATE MARY ELLEN WILLIAMS.*

[R2022-862]

WHEREAS, Mary Ellen Williams has been called to eternal life by the wisdom of God at the age of 91 to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Mary Ellen Williams, beloved wife of the late George Williams; loving mother of Patrick (Sue) Williams, late George Williams, Jr., Mike (late Debbie) Williams, late Tammie (Bob) Kelly, Steve (Liz, CPD) Williams, Mary (Ken) Garner, Gina (Dan) Novak, Rick (Janet) Williams, Dannie Boy and Brittany Williams; cherished grandmother of 20 and great-grandmother of 20 with two more on the way; dear sister of Ida (John) Conners, Bernie (Sussie) Wagner and Pat (Fred) Leone; and also survived by numerous loving nieces, nephews and her beloved Boxer dogs, Baby Girl, Dog and Blaze. Mary was preceded in death by her parents Jacob and Mary Wagner (Hart). Mary was an avid bunco player and member of the Altar Rosary Society in LaPorte Fish Lake, Indiana. She will be deeply missed by all who knew her, and never forgotten; and

WHEREAS, Her love of life and ability to live it to the fullest endeared Mary to her family members, friends and all who knew her, and enabled her to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Mary Ellen Williams and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Mary Ellen Williams.

---

*TRIBUTE TO LATE TED WISNIEWSKI.*

[R2022-863]

WHEREAS, Ted Wisniewski has been called to eternal life by the wisdom of God at the age of 65 to his eternal reward; and

WHEREAS, The Chicago City Council has been informed of his passing by the Honorable Nicole T. Lee, Alderwoman of the 11<sup>th</sup> Ward; and

WHEREAS, Ted Wisniewski, beloved husband of Marvie (nee Landis); loving father-figure and uncle of Katrina Vrzal; devoted son of the late Edwin and the late Theresa Wisniewski; cherished brother of Winnie (Ed) Osborn, Rich (Vernetta) Wisniewski, Leona (Peter) Hrycyk, Patty (Tim) Stewart and Linda Wisniewski; and fond uncle of many nieces and nephews; and

WHEREAS, His love of life and ability to live it to the fullest endeared Ted to his family members, friends and all who knew him, and enabled him to enrich their lives in ways they will never forget; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> of September 2022, do hereby express our sorrow on the death of Ted Wisniewski and extend to his family and friends our deepest sympathy; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Ted Wisniewski.

---

*Presented By*

**ALDERMAN QUINN (13<sup>th</sup> Ward):**

*TRIBUTE TO LATE KATHLEEN C. SWEENEY.*

[R2022-945]

WHEREAS, God, in His infinite wisdom, has called Kathleen C. Sweeney to her eternal reward; and

WHEREAS, The Chicago City Council has been informed of her passing by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Kathleen C. Sweeney (nee Carroll) was born in Ballinderry, County Galway, Ireland; beloved wife of the late Martin Sweeney; loving mother of James (Marilyn), John, Marty (Margie) Sweeney, Sheila (Gilles) Charriere and Bernadette (Maurice) Walsh; cherished grandmother of Joseph (Emily), Kevin (Gianna), James, Patrick, Conor, Kaitlin, Michelle, Mark and Erin; fond sister of Frank Carroll; preceded in death by seven siblings; and kind aunt of many nieces and nephews; and

WHEREAS, Kathleen C. Sweeney 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 21<sup>st</sup> day of September 2022, hereby express our sorrow on the death of Kathleen C. Sweeney 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 Kathleen C. Sweeney.

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**CONGRATULATIONS EXTENDED TO NICHOLAS DIAZ ON ACHIEVING RANK OF EAGLE SCOUT.**

[R2022-948]

WHEREAS, Nicholas Diaz, a member of the Boy Scouts of America Scout Troop 810, will be awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Nicholas earned the rank of Eagle Scout on April 28, 2022; and

WHEREAS, Nicholas' Eagle Scout Leadership Service Project was food collection and supplies for pets throughout Chicago. He set up several collection sites throughout Chicago. The collection sites accepted 10-pound bags of cat and dog food, treats, pet clothing and accessories. Nicholas loves animals and volunteers at local shelters to clean kennels. Nicholas completed 40 hours towards his Eagle Scout Leadership Service Project; and

WHEREAS, Attaining the rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Nicholas Diaz has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout Board of Review, certifying his worthiness for scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our heartiest congratulations to Nicholas Diaz on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Nicholas Diaz.

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**CONGRATULATIONS EXTENDED TO MAXIMILION ALEXANDER GONZALEZ ON ACHIEVING RANK OF EAGLE SCOUT.**

[R2022-947]

WHEREAS, Maximilion Alexander Gonzalez, a member of the Boy Scouts of America Scout Troop 810, will be awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Maximilion earned the rank of Eagle Scout on February 20, 2022; and

WHEREAS, Maximilion's Eagle Scout Leadership Service Project was homeless care packages. Maximilion gathered donated items to assemble backpacks for the homeless. Backpacks included first aid kits, all in one tool, reusable water bottles, hats, gloves, socks and toiletries. He has always felt compassion for those in need. Since a young boy, Maximilion would ask his parents to feed someone that was homeless. He would use his personal allowance and forgo buying something for himself to help another person in need. Maximilion would like to continue to find long-term solutions to assist the homeless. Maximilion completed 36 hours towards his Eagle Scout Leadership Service Project; and

WHEREAS, Attaining the rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Maximilion Alexander Gonzalez has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout Board of Review, certifying his worthiness for scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our heartiest congratulations to Maximilion Alexander Gonzalez on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Maximilion Alexander Gonzalez.

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CONGRATULATIONS EXTENDED TO LEOKADIA PALIWODA ON  
100<sup>TH</sup> BIRTHDAY.

[R2022-946]

WHEREAS, Leokadia Paliwoda celebrated her 100<sup>th</sup> birthday on August 22, 2022; and

WHEREAS, The City Council has been informed of this prestigious occasion by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Leokadia was born on August 22, 1922 in the small village of Slomianka in the northeast side of Poland. She was the fifth child of seven born to Adolf and Rozalia Rysiejko. When Leokadia was eight years old, her mother passed away and five years later her father passed leaving all seven children orphans. They went to live with their aunt, Emilia. Despite all the hardships, she managed to attend school to 5<sup>th</sup> grade; and

WHEREAS, On September 1, 1939, under the command of Adolf Hitler, Germany invaded Poland. Leokadia was 17 years old. During the war, Leokadia and her sisters hid in the tall, thick grass of the forests near the creek. They managed to avoid the SS German Gestapo and the Soviet Army. While in hiding, they provided comfort to wounded soldiers by dressing wounds and providing nourishment; and

WHEREAS, In January of 1947, Leokadia married Jan Paliwoda. Together they had four children: Stanley, Zygmunt, Celestyna and Renata. Leokadia and Jan's priority was their children's education; and

WHEREAS, In 1978, Jan passed away. Shortly after, Leokadia fled communism, moved to the United States, and lived with her sister at 4032 South Maplewood Avenue in Chicago. She worked at Morgan Steel until 1987; and

WHEREAS, Leokadia enjoyed doing crossword puzzles and was an avid reader. Although many books were banned in communist Poland, she continued to read and educate herself; and

WHEREAS, These days, Leokadia enjoys seeing her children, grandchildren and great-grandchildren enjoy the education and freedoms of the United States; and

WHEREAS, Cognizant of the history to which Leokadia Paliwoda has both witnessed and contributed, the Chicago City Council believes that Leokadia is deserving of the adulation and good wishes she is offered as she celebrates her 100<sup>th</sup> year; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend the happiest of birthday wishes to Leokadia Paliwoda; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Leokadia Paliwoda.

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*CONGRATULATIONS EXTENDED TO MATTHEW EDWARD SALINAS ON ACHIEVING RANK OF EAGLE SCOUT.*

[R2022-949]

WHEREAS, Matthew Edward Salinas, a member of the Boy Scouts of America Scout Troop 810, will be awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Matthew earned the rank of Eagle Scout on May 7, 2022; and

WHEREAS, Matthew's Eagle Scout Leadership Service Project was the Cook County forest preserves trail clean up. Matthew asked community leaders and community organizations for monetary or supply donations. He was able to secure donations from Alderman Tabares, Garfield Ridge Chamber of Commerce, Niego Realty, Home Depot, Fairway Mortgage, Remax Realty, Garfield Ridge Farmers Market, Mission Church and private citizens. Although he was away at Illinois Math and Science Academy in Aurora, he traveled home every weekend. He picked up donations, prepared and organized for each trail cleanup. Troop 810 helped Matthew build signs and organize snack bags for the vast number of trail cleanup volunteers. Five to 10 trails were cleaned at five different locations throughout Cook County. Matthew completed 60 hours towards his Eagle Scout Leadership Service Project; and

WHEREAS, Attaining the rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Matthew Edward Salinas has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout Board of Review, certifying his worthiness for scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our heartiest congratulations to Matthew Edward Salinas on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Matthew Edward Salinas.

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**CONGRATULATIONS EXTENDED TO KRZYSZTOF SENDECKI ON ACHIEVING RANK OF EAGLE SCOUT.**

[R2022-950]

WHEREAS, Krzysztof Sendeki, a member of the Boy Scouts of America Scout Troop 671 and then Troop 810, will be awarded scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Krzysztof earned the rank of Eagle Scout on March 27, 2019; and

WHEREAS, Krzysztof's Eagle Scout Leadership Service Project was the PAWS of Chicago, Illinois collection. Krzysztof was inspired to collect 500 pounds of wet and dry food, leashes, harnesses, blankets, towels, treats, collars and transfer crates for cats and dogs; as well as office supplies for the organization. The vast number of supplies collected delighted PAWS. He secured drop-off locations at the Stickney Fire Department and Charles J. Sahs Elementary School. Krzysztof was also responsible for cleaning and organizing the Chicago PAWS site where donated items would be kept for future use. Krzysztof completed 62 hours towards his Eagle Scout Leadership Service Project; and

WHEREAS, Attaining the rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Krzysztof Sendeki has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout Board of Review, certifying his

worthiness for Scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our heartiest congratulations to Krzysztof Sendeki on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Krzysztof Sendeki.

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**CONGRATULATIONS EXTENDED TO ROBERT SENDECKI ON ACHIEVING RANK OF EAGLE SCOUT.**

[R2022-951]

WHEREAS, Robert Sendeki, a member of the Boy Scouts of America Scout Troop 810, will be awarded Scouting's highest honor, the rank of Eagle Scout; and

WHEREAS, The City Council has been informed of this special occasion by the Honorable Marty Quinn, Alderman of the 13<sup>th</sup> Ward; and

WHEREAS, Robert earned the rank of Eagle Scout on July 25, 2020; and

WHEREAS, Robert's Eagle Scout Leadership Service Project was the Mutts of Midway collection. It was not easy to find an organization that would allow donations during the Covid pandemic, but Robert was determined. Due to Covid, Robert could only collect a limited amount of items: leashes, collars and harnesses. Robert built contact free donation boxes that were placed outside at Our Lady of the Snows Church and Central Stickney Fire Station. The total number of supplies donated were about 50 items. Covid did not stop Robert from helping his community and all the animals that needed supplies. Robert completed 25 and a half hours towards his Eagle Scout Leadership Service Project; and

WHEREAS, Attaining the rank of Eagle Scout is achieved by only two percent of young men who enroll in the scouting program. To become an Eagle Scout, a Scout must earn 21 merit badges in addition to completing several community service projects; and

WHEREAS, Robert Sendeki has completed all of the requirements for the rank of Eagle Scout and has been examined by an Eagle Scout Board of Review, certifying his worthiness for Scouting's highest distinction and now joins the ranks of many successful and influential Eagle Scouts; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our heartiest

congratulations to Robert Sendeki on attaining the rank of Eagle Scout and wish him every success in all of his future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Robert Sendeki.

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*Presented By*

**ALDERMAN BURKE (14<sup>th</sup> Ward):**

**TRIBUTE TO LATE GEORGE BEARY.**

[R2022-922]

WHEREAS, George Beary has been called to eternal life by the wisdom of God at the age of 79; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, George is survived by his wife, Sheri (Litviak) Beary; his daughter, Samantha; sisters, Diane (Dr. Michael Stefancic) and Barbara (Robert Victorine); and nieces and nephews; and

WHEREAS, George was born in 1943 on the South Side of Chicago to Mary and George Beary; and

WHEREAS, Growing up in Visitation Parish, he graduated from De La Salle High School in 1961; and

WHEREAS, George followed his dream and became a Chicago firefighter in 1967 serving 38 years on the force and advancing to the position of engineer until his retirement in 2005; and

WHEREAS, He was active with Local 2 for 55 years serving as vice president and chairman of the retiree's board; and

WHEREAS, During his terms as chairman, he established the health insurance plans for the retirees and their families, planned and hosted gatherings, and was involved with lawsuits to improve the quality of life for retired firefighters; and

WHEREAS, To his beloved family, George imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate George for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of George Beary.

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*TRIBUTE TO LATE EDWARD J. BEDORE.*

[R2022-958]

WHEREAS, Edward J. Bedore has been called to eternal life by the wisdom of God at the age of 84; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ed is survived by his loving wife of 63 years, Judy Bedore; son, David (Julie) Bedore of Chicago; daughters, Mary (Dr. Gary Moeller) Bedore of Tucson, Arizona, Sharon (Dr. John) Kwedar of Springfield and Bridget (Jordan Polansky) Bedore of Springfield; seven grandchildren, Dr. Katie (Dr. Taylor) Conklin, Annie (Dan) Williams, Ben (Emily) Kwedar, Judy Kwedar and Maggie, Jack and Connor Bedore; and four great-grandchildren; and

WHEREAS, Ed was born on November 18, 1937 in Chicago to John and Helen (Foster) Bedore; and

WHEREAS, He married Judith "Judy" Ann Cannon on April 11, 1959 in Chicago; and

WHEREAS, During his career in Chicago, Ed had many titles: president of All Saints Credit Union, budget director for the City of Chicago under Richard J. Daley and Michael Bilandic, member of the Chicago Board of Trade, treasurer of Chicago Transit Authority, and chief financial officer for the City of Chicago under Richard M. Daley; and

WHEREAS, He developed the financial plan for Millennium Park and was the city project manager for the new Soldier Field; and

WHEREAS, After his retirement in 1995, he and Judy moved to Springfield and was awarded Springfield Rotary's Paul Harris medal; and

WHEREAS, Ed was a board member for Catholic Charities and was treasurer for St. Patrick's Catholic School. Ed was also a member of the Illinois Procurement Policy Board since its inception; and

WHEREAS, Ed also proudly served his country in the U.S. Marine Corps; and

WHEREAS, To his beloved family, Ed imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Ed for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Edward J. Bedore.

---

*TRIBUTE TO LATE SALLY BERGER.*

[R2022-923]

WHEREAS, Sally Berger has been called to eternal life by the wisdom of God at the age of 88; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Sally is survived by her husband, Miles Berger; her son and daughter-in-law, Albert Berger and Ellen Steloff; her daughter, Elizabeth Berger; her brother and sister-in-law Terry and Marilyn Diamond; and her grandchildren, nieces, nephews, cousins and legions of friends; and

WHEREAS, Sally was born in 1933 to Muriel and Sol Diamond in Rogers Park on the North Side of Chicago where she shared a room with her grandmother, Fanny Chern, a tireless fundraiser whose passion for giving back set the foundation for Sally's life's work; and

WHEREAS, Sally attended the University of Miami, where she dabbled in studies while making a name for herself as a fabled "Hurricane Honey"; and

WHEREAS, Returning to Chicago, Sally met the love of her life, Miles Berger; and in 1957, their son, Albert, arrived; their next two children, Andrew and Karen, were both born with cystic fibrosis and died at a young age; and their daughter, Elizabeth, was born in 1968; and

WHEREAS, Sally devoted her professional career to improving the American health care system; and

WHEREAS, Sally became one of the first female partners at Arthur Young, which eventually became Ernst & Young, a leading international professional services firm, where she worked in business development and traveled around the country meeting with hospital CEOs; and

WHEREAS, She also produced and anchored a national television program on the Health & Science Television Network and served as a regular contributor to *Modern Healthcare*, *Healthcare Executive* and *Trustee* magazines, and also served on the editorial board of *VIM & Vigor* magazine; and

WHEREAS, She also served as president of the Chicago Public Library Board, serving as chairman of the National Council on Health Planning and Development and serving as chairman and CEO of Sally Berger Associates LLC, where she assisted professional organizations in business development and business development training; and

WHEREAS, Sally was also political and ran the re-election campaign for Chicago's Mayor Richard J. Daley, Sr.; and

WHEREAS, Among her early achievements were raising a record-breaking \$1.5 Million for Michael Reese Hospital while co-hosting the 1973 Crystal Ball, becoming chairman of the Chicago Commission for Health Planning and Resources Development, which led to a board seat on the Illinois Statewide Health Coordinating Council, and chairman of the National Council on Health Planning and Development in Washington, D.C. during the Carter Administration; and

WHEREAS, To her beloved family, Sally Berger imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Sally Berger for her grace-filled life and do hereby express our condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Sally Berger.

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TRIBUTE TO LATE THOMAS P. COFFEY.

[R2022-924]

WHEREAS, Thomas P. Coffey has been called to eternal life by the wisdom of God at the age of 77; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Tom is survived by his wife, Alice; sons, Matt and Tom, Jr.; a daughter, Catherine Callahan; 10 grandchildren; brothers, Kevin, Barry and Phil Coffey; and a sister, Judy Coffey-Hedquist; and

WHEREAS, Tom was born on September 11, 1944, the first child of John and Billie Coffey; and

WHEREAS, Growing up in St. Thomas More Parish, he graduated from Archbishop Quigley Preparatory Seminary; and

WHEREAS, In 1966, he earned an English degree from Loras College, a Catholic, liberal arts school in Dubuque, Iowa where he met his wife Mary Alice Butler of Oak Park and married in 1968; and

WHEREAS, Tom studied law at DePaul University getting his law degree in 1968, then enlisted in the Marines serving as a JAG lawyer stationed in Okinawa; and

WHEREAS, Captain Coffey returned to civilian life in 1974, and joined the law firm of Kirkland & Ellis, where he specialized in antitrust law; and

WHEREAS, Tom also did work for the African-American Patrolmen's League, which brought him into contact with U.S. Representative Harold Washington, influential attorney and political insider Wayne Whalen, and Al Raby, former point man for Dr. Martin Luther King, Jr. in Chicago; and

WHEREAS, Tom, Al, and Wayne were key masterminds in Mayor Washington's 1983 historic mayoral campaign; and

WHEREAS, After the mayoral election in 1983, Mayor Washington appointed Tom as his point man to the City Council, Springfield and the federal government, and became the architect of some of the administration's most notable accomplishments; and

WHEREAS, In 1986, Tom focused on creating a consulting firm, Haymarket Public Strategies, which connects its clients to the stakeholders they need to achieve their goals; and

WHEREAS, To his beloved family, Tom imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Tom for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Thomas P. Coffey.

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TRIBUTE TO LATE RAMSEY E. LEWIS, JR.

[R2022-925]

WHEREAS, Ramsey E. Lewis, Jr. has been called to eternal life by the wisdom of God at the age of 87; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Ramsey is survived by his loving wife, Janet Lewis; daughters, Denise Jeffries and Dawn Allain (Michael); sons, Kendall Kelly Lewis, Frayne Lewis (Juletta) and Bobby Lewis (Crystal); grandchildren, Apryl Daniels (Dennis), Regan Lewis, Kris Jeffries (Nailah), Joshua Allain, Junell Lewis, Malachi Lewis, Aja Alain, Jordan Lewis, Ramsey Lewis IV, Dorien Olson-Lewis, Miyoshie Lewis, Meshach Lewis, Taylor Lewis, Kevai Lewis, Frayne Lewis, Jr., Niya Lewis and Asia Lewis; great-grandchildren, Jalen Simmons, Dennis Daniels III and Omari Jackson; nieces, Paula Jackson and Kimberly Johnson; and nephew, James Johnson; and was predeceased by his sons, Ramsey Lewis III and Kevyn Lewis; and

WHEREAS, Ramsey was born in Chicago on May 27, 1935 to Ramsey E. Lewis, Sr. and Pauline Lewis; and

WHEREAS, Growing up in the Cabrini Green housing project, he began piano lessons at age four and played piano at church, where his father was choir director. A jazz fan who played lots of Duke Ellington and Art Tatum at home and took his son to jazz concerts, Ramsey's father encouraged him to embrace that music; and

WHEREAS, Ramsey attended Jenner Elementary School and was a graduate of Wells High School, and at the Chicago Music College Preparatory School, he began studying with Dorothy Mendelsohn, and he credited her with teaching him how to listen with his inner ear and introducing him to Bach, Beethoven and Chopin. Dorothy also entered him in competitions and recitals; and

WHEREAS, When Ramsey was a freshman at Wells High School, Wallace Burton asked Ramsey to join his band, the Clefs, a septet of collegians that blended jazz and R&B; and

WHEREAS, After the Clefs broke up due to the Korean War, the three members, Ramsey, Eldee Young and Redd Holt, who didn't get drafted formed what would become known as the classic Ramsey Lewis Trio; and

WHEREAS, In 1956, the new band released their first album, *Ramsey Lewis and His Gentlemen of Jazz*, on the Chess label. Three years later, Ramsey was invited to perform with the trio at Birdland in New York; and

WHEREAS, In 1965, Ramsey broke through with the early crossover smash, "The In Crowd" winning a Grammy, and was followed by two more chart-toppers, "Hang on Sloop" and "Wade in the Water"; and

WHEREAS, Over the years, Ramsey has performed and recorded in a remarkable variety of musical settings; and

WHEREAS, Among his many honors were five honorary doctorate degrees and an NAACP Image Award for Outstanding Jazz Artist; "The In Crowd" single was inducted into the Grammy Hall of Fame; his personal memorabilia reside at the Smithsonian Institution; and he received a 2007 National Endowment for the Arts Jazz Master Award, which placed him in the hallowed company of such piano legends as Ahmad Jamal, Chick Corea, McCoy Tyner, Dr. Billy Taylor and Cecil Taylor; and

WHEREAS, In his late 80s, Ramsey still connected with younger generations with his monthly "Saturday Salon" live stream series, produced during the pandemic by his wife; and

WHEREAS, His forthcoming album, *The Beatles Songbook: The Saturday Salon Series, Volume One*, which will be released November 11, 2022 by Steele Records, was drawn from the live stream performances, and Ramsey also spent the last year of his life working on his memoir "*Gentleman of Jazz*" with his co-writer Aaron Cohen. The book will be released via Blackstone Publishing in 2023; and

WHEREAS, To his beloved family, Ramsey imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Ramsey for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Ramsey E. Lewis, Jr.

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*TRIBUTE TO LATE HONORABLE EDWARD H. MARSALEK.*

[R2022-926]

WHEREAS, Honorable Edward H. Marsalek has been called to eternal life by the wisdom of God at the age of 98; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, Honorable Edward H. Marsalek, loving husband of Ann (Pollace) Marsalek for over 62 years; loving father of Judge Diann Marsalek (Roger McAuliffe-deceased), Carolyn Marsalek and Edward Marsalek (Joyce Wonsil); loving grandfather of Nicholas, Alex and Peter Marsalek (deceased); son of Frank and Karolina Marsalek (both deceased); loving brother of Stanley (Jean), Betty (John) Lusak, Wanda (Alex) Weigel, Mary and Elizabeth (all deceased); and loving uncle and great-uncle to many; and

WHEREAS, Edward was born on July 22, 1927 in Chicago where he was a graduate of Prescott Elementary and Lane Tech High School; and

WHEREAS, Both of his parents died when he was young so his sister, Betty, and her husband, John, raised him; and

WHEREAS, Edward joined the United States Marine Corp in 1943 and fought in World War II in the South Pacific before being discharged as a coporal in 1946; and

WHEREAS, He returned to Chicago to attend Wilbur Wright College in 1948 and the University of Houston in 1949. He graduated from the University of Houston and returned to Chicago. He attended The John Marshall Law School and was admitted to the Illinois Bar in 1953; and

WHEREAS, In 1960, Edward became an assistant attorney general and rose to chief of the consumer fraud division, where he helped draft the Illinois Consumer Fraud Act which was signed into law in 1961; and

WHEREAS, He then worked as a deputy director for the Illinois State Toll Highway Authority, and also founded Marsalek and Lusak Law Firm, where he practiced until he was appointed as an associate judge in 1986; and

WHEREAS, Edward ran and was elected a full circuit judge and was retained for several elections where he served in traffic court, bond court, first municipal, domestic relations and was the supervising judge of housing court before his retirement in 1998; and

WHEREAS, He was a mentor to many new judges and well respected by his peers; and

WHEREAS, Edward was a member of the Judicial Inquiry Board from 1982 -- 1990 and was a member of many professional organizations including the Advocates Society of Polish Lawyers, Chicago Bar Association and Catholic Lawyers. He was a member for many years of the Chicago Society PNA and was the person of the year from this organization in 2016; and

WHEREAS, He was the president of the 44<sup>th</sup> Ward Democratic Organization for many years and ran unsuccessfully for alderman of the 44<sup>th</sup> Ward in 1975; and

WHEREAS, Edward was active in the United States Marine Corp 6<sup>th</sup> Division Jasco, where he served as the president, and attended reunions with his former Marines for many years.

He was instrumental to get the children of the former Marines involved in the organization to ensure its continuation; and

WHEREAS, During his retirement, he traveled to many places in the United States and Poland, and loved spending time at his summer house in Wisconsin with his family and friends; and

WHEREAS, To his beloved family, Judge Marsalek imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Judge Marsalek for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Judge Edward H. Marsalek.

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*TRIBUTE TO LATE HONORABLE NANCY DREW SHEEHAN.*

[R2022-959]

WHEREAS, Nancy Drew Sheehan has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of her passing by Alderman Edward M. Burke; and

WHEREAS, Nancy's legacy lives on in the many cousins, friends and colleagues that were touched by her compassion, friendship, accomplishments and love; and

WHEREAS, Nancy was born in Chicago, daughter of the late Drew Sheehan and late Anne, nee McFadden, Sheehan; and

WHEREAS, Nancy graduated from Mother McAuley Catholic High School and St. Mary's of Notre Dame; and

WHEREAS, Following graduation, Nancy began her teaching career on Chicago's Northwest Side at Taft High School; and

WHEREAS, Nancy continued her own education earning a degree from The John Marshall Law School and began her career as an assistant state's attorney in the family court division; and

WHEREAS, She was elected a commissioner of the Cook County Water Reclamation District in 1982. She served for 12 years holding positions as board vice president, chairman of finance and chairman of the MWRD Credit Union; and

WHEREAS, Nancy ran for Illinois State Treasurer in 1994 before serving on the bench as a judge in Cook County Circuit Court for 10 years leading up to her retirement; and

WHEREAS, Following retirement, Nancy would enjoy time spent between Naples, Florida winters and Chicago summers; and

WHEREAS, To her beloved family, Nancy imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Nancy for her grace-filled life and do hereby express our condolences to her family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Nancy Drew Sheehan.

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*TRIBUTE TO LATE HENRY J. TAMARIN.*

[R2022-927]

WHEREAS, Henry J. Tamarin has been called to eternal life by the wisdom of God at the age of 77; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Edward M. Burke; and

WHEREAS, A native of Brooklyn, New York, Henry was born on April 14, 1945; and

WHEREAS, Henry went to Dwight Morrow High School, and attended Earlham College, and then graduated from the University of Wisconsin-Madison; and

WHEREAS, He married his first wife, Renee Poirier, who is the mother of their two children, Nathanael and Nicholas, and is also survived by his three grandchildren and his sister, Jean; and

WHEREAS, After his divorce to his first wife, Henry married Jane Kinzer of Truro; and

WHEREAS, Henry was a union organizer, negotiator, strategist, teacher and officer for HERE and UNITE HERE since 1970, when he started as a volunteer in New Haven; and

WHEREAS, He lived in New York City and worked with Local 100 from 1992 through 2001; and

WHEREAS, Henry transitioned to Local 1 in Chicago, and moved there full time, where he served as president from 2001 to 2013; and

WHEREAS, Henry was a leading figure in the union representing hotel and restaurant workers, and guided tens of thousands of bartenders, servers, bellhops, school cafeteria workers, housekeepers, cooks, cleaners, dishwashers and other union members, many of them immigrants, toward the middle class; and

WHEREAS, In negotiations that often stretched over months, he extracted guarantees of better health care, improved working conditions, and higher wages from employers ranging from the Hilton and Hyatt chains to posh restaurants like 21 in New York and Gibson's in Chicago; and

WHEREAS, Nate Tamarin said his father showed a devotion to social justice as a young man, starting as a community organizer in Connecticut and helping union workers at Yale University before joining UNITE HERE, formerly the Hotel Employees and Restaurant Employees Union; and

WHEREAS, To his beloved family, Henry imparts a legacy of generosity, compassion, devotion to family and unwavering faith in God; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby commemorate Henry for his grace-filled life and do hereby express our condolences to his family; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Henry J. Tamarin.

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**CONGRATULATIONS EXTENDED TO FIELD TRAINING OFFICER RAUL AVILA  
ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-928]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Raul Avila, Star 17726, began his illustrious career with the Chicago Police Department on October 8, 1999; and

WHEREAS, Raul officially retired on June 15, 2022, as a field training officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Field Training Officer Avila devoted 23 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Field Training Officer Avila on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 23 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Raul Avila.

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**CONGRATULATIONS EXTENDED TO OFFICER CHRISTOPHER J. BARAJAS ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-929]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Christopher J. Barajas, Star 7367, began his illustrious career with the Chicago Police Department on March 26, 2001; and

WHEREAS, Christopher officially retired on August 4, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Barajas devoted 22 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Barajas on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 22 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Christopher J. Barajas.

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**CONGRATULATIONS EXTENDED TO OFFICER RAFAEL BORJA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-930]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Rafael Borja, Star 12800, began his illustrious career with the Chicago Police Department on December 4, 1995; and

WHEREAS, Rafael officially retired on January 12, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Borja devoted 27 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Borja on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 27 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Rafael Borja.

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**CONGRATULATIONS EXTENDED TO OFFICER GUILLERMO CERNA ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-931]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Guillermo Cerna, Star 17932, began his illustrious career with the Chicago Police Department on January 3, 1995; and

WHEREAS, Guillermo officially retired on January 15, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Cerna devoted 28 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Cerna on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 28 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Guillermo Cerna.

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**CONGRATULATIONS EXTENDED TO LIEUTENANT DANIEL T. DACANAY ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-932]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Daniel T. Dacanay, Star 318, began his illustrious career with the Chicago Police Department on August 1, 1994; and

WHEREAS, Daniel officially retired on August 15, 2022, as a lieutenant assigned to the 008<sup>th</sup> District; and

WHEREAS, Lieutenant Dacanay devoted 29 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Lieutenant Dacanay on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 29 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Daniel T. Dacanay.

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CONGRATULATIONS EXTENDED TO OFFICER JOSEPH ENGELHARDT ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2022-933]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Joseph Engelhardt, Star 4941, began his illustrious career with the Chicago Police Department on October 3, 1994; and

WHEREAS, Joseph officially retired on January 15, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Engelhardt devoted 28 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Engelhardt on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 28 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Joseph Engelhardt.

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**CONGRATULATIONS EXTENDED TO OFFICER HECTOR M. FUENTES ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-934]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Hector M. Fuentes, Star 11396, began his illustrious career with the Chicago Police Department on December 14, 1998; and

WHEREAS, Hector officially retired on January 15, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Fuentes devoted 25 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Fuentes on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 25 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Hector M. Fuentes.

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**CONGRATULATIONS EXTENDED TO OFFICER MANUEL GODINEZ ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-935]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Manuel Godinez, Star 4808, began his illustrious career with the Chicago Police Department on June 14, 1982; and

WHEREAS, Manuel officially retired on January 15, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Godinez devoted 40 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Godinez on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 40 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Manuel Godinez.

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CONGRATULATIONS EXTENDED TO FIELD TRAINING OFFICER  
ROBERT HODAP ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.  
[R2022-936]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Robert Hodap, Star 9136, began his illustrious career with the Chicago Police Department on August 5, 1996; and

WHEREAS, Robert officially retired on January 15, 2022, as a field training officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Field Training Officer Hodap devoted 26 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Field Training Officer Hodap on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 26 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robert Hodap.

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**CONGRATULATIONS EXTENDED TO OFFICER RICHARD M. HOULIHAN ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-937]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Richard M. Houlihan, Star 19555, began his illustrious career with the Chicago Police Department on March 18, 1996; and

WHEREAS, Richard officially retired on February 8, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Houlihan devoted 27 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Houlihan on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 27 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Richard M. Houlihan.

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**CONGRATULATIONS EXTENDED TO OFFICER RONALD A. MARIANI ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-938]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Ronald A. Mariani, Star 7760, began his illustrious career with the Chicago Police Department on November 29, 1999; and

WHEREAS, Ronald officially retired on February 15, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Mariani devoted 23 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Mariani on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 23 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Ronald A. Mariani.

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**CONGRATULATIONS EXTENDED TO OFFICER MICHAEL R. MAYHEW ON RETIREMENT FROM CHICAGO POLICE DEPARTMENT.**

[R2022-939]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, Michael R. Mayhew, Star 14138, began his illustrious career with the Chicago Police Department on August 4, 1997; and

WHEREAS, Michael officially retired on August 4, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Mayhew devoted 25 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Mayhew on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 25 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Michael R. Mayhew.

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CONGRATULATIONS EXTENDED TO OFFICER JAMES L. WARD ON  
RETIREMENT FROM CHICAGO POLICE DEPARTMENT.

[R2022-940]

WHEREAS, We, in this city of immigrants, this city of neighborhoods, this most American of all cities, are particularly cognizant of the "American Dream"; and

WHEREAS, Though seemingly fixed and inviolable, the complex social fabric of our great metropolis could be easily torn asunder were it not for the guardians of the public welfare, indeed, the guardians of the American Dream; and

WHEREAS, Dedication to and fulfillment of the motto of the Chicago Police Department -- "We Serve and Protect" -- exacts a substantial physical and emotional toll not only on the officers who must daily cope with the stress and danger of being life's arbitrator for countless citizens, but also on their family members; and

WHEREAS, Through professionalism and sacrifice, the members of the Chicago Police Department have provided us with one of the safest cities in the United States of America, allowing each of us to pursue our own version of the "American Dream" in safety and confidence; and

WHEREAS, The words of Sir Winston Churchill, "never was so much owed to so few" were never so apropos; and

WHEREAS, James L. Ward, Star 12533, began his illustrious career with the Chicago Police Department on May 28, 2002; and

WHEREAS, James officially retired on June 15, 2022, as a police officer assigned to the 008<sup>th</sup> District; and

WHEREAS, Police Officer Ward devoted 21 years of his life in service to the people of the City of Chicago and in doing so has personally ensured that the City of Chicago is the safe, healthy and vibrant community it is today; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our gratitude and heartfelt appreciation to Police Officer Ward on the occasion of his retirement for his dedication, professionalism and personal sacrifice that he provided during his 21 years of public service; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James L. Ward.

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*Presented By*

**ALDERMAN COLEMAN (16<sup>th</sup> Ward):**

**TRIBUTE TO LATE REVEREND JAMES BRANCH.**

[R2022-865]

WHEREAS, It is with sincere condolences that we reminisce the life and legacy of Reverend James Branch, and 16<sup>th</sup> Ward Alderman Stephanie D. Coleman will inform the Chicago City Council of this; and

WHEREAS, Reverend Branch faithfully served as pastor of Healing Temple M.B. Church for nine years and began his heavenly rest on July 3, 2022. His life has blessed our memories forever; and

WHEREAS, To the family, friends and the Healing Temple congregation of Reverend Branch, we wish you peace, comfort and encouragement when facing the days ahead. Cherish the love and memories that Reverend Branch has shared with us all and be comforted by the outpouring of love surrounding you; now, therefore,

*Be It Resolved*, On the 15<sup>th</sup> day of July 2022, this aldermanic proclamation will be presented to the Branch Family, and we do hereby extend our heartfelt condolences; and

*Be It Further Resolved*, That we, the Mayor and members of the City Council of Chicago, will gather at the City Council meeting on the 21<sup>st</sup> day of September to recognize the life of Reverend James Branch.

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TRIBUTE TO LATE EMMA DANIELS.

[R2022-866]

WHEREAS, It is with sincere condolences that we reminisce the life and legacy of Emma Daniels, and 16<sup>th</sup> Ward Alderman Stephanie D. Coleman will inform the Chicago City Council of her passing at the September 21, 2022 meeting of the City Council; and

WHEREAS, Emma Daniels was a faithful member of Fellowship Baptist Church under the current leadership of Senior Pastor Reginald W. Sharpe, Jr., and the absence of her presence will be truly felt by all; and

WHEREAS, Heaven has added an angel as Emma, who was a longtime resident of the 16<sup>th</sup> Ward will be greatly missed, and her life has blessed our memories forever; and

WHEREAS, To the family of Emma Daniels, we wish you peace, comfort and encouragement when facing the days ahead. Cherish the love and memories that Emma has shared with us all, and be comforted by the outpouring of love and support surrounding you; now, therefore,

*Be It Resolved*, On the 20<sup>th</sup> day of August 2022, this aldermanic proclamation is presented to the Daniels Family, and we do hereby extend our most heartfelt condolences; and

*Be It Further Resolved*, That we, the Mayor and members of the City Council of Chicago, will gather at the City Council meeting on the 21<sup>st</sup> day of September 2022 to recognize the life of Emma Daniels.

*TRIBUTE TO LATE KIMBERLY D. HEARD-BELTON.*

[R2022-864]

WHEREAS, Kim, an Englewood community pioneer and legend, has been called to eternal life; and

WHEREAS, The Chicago City Council has been informed of this celebration of life by the Honorable Stephanie D. Coleman, Alderman of the 16<sup>th</sup> Ward; and

WHEREAS, Kim was committed to making a difference in the lives of her family and community, demonstrating her love by deeds and actions; and

WHEREAS, Kim always offered a helping hand in basketball tournaments, youth community outreach, GED programs, job and housing placements among other activities; and

WHEREAS, Kim's commitment did not stop at her community participation; she also served as a faithful member of her beloved church and pastor, New Canaanland M.B. Church under the leadership of Reverend Pervis Thomas; and

WHEREAS, Heaven has added an angel as Kim served as a guiding light that shined and brightened many of the faces of family, friends and anyone who encountered her; and

WHEREAS, Kim showed love, brought joy and gave us all the lasting gift of life and will bless our memories forever; and

WHEREAS, To her husband, children, parents, family and friends, we wish you peace, comfort and encouragement by the outpouring of love surrounding you; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, will gather at the City Council meeting on the 21<sup>st</sup> day of September 2022 to recognize the life of Kimberly D. Heard-Belton; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Kimberly D. Heard-Belton as a sign of our esteem, honor and respect.

---

*TRIBUTE TO LATE MOTHER ARTRA NELL MOSLEY.*

[R2022-867]

WHEREAS, Consecrated Mother Artra Nell Mosley, a 16<sup>th</sup> Ward pioneer, has been called to eternal life by the wisdom of God at the age of 97; and

WHEREAS, Heaven has added an angel as Mother Mosley's commitment to the Englewood community was impactful to the lives of everyone she encountered. Her prayers and determination made her the perfect steward on the Englewood Community Conservation Committee, Ogden Park Advisory Council, 007<sup>th</sup> District Steering Committee, as well as the local school council and founding member of the Englewood Back to School Parade; and

WHEREAS, To her children, Justine Stephens, Joe Mosley, Janet Gaither, Jacquelyn McNeal and Sandra Green, and the multitude of generations that were loved and taught by Mother Mosley, we wish you peace, comfort and encouragement when facing the days ahead. Cherish the love and memories that Mother Mosley shared and be comforted by the outpouring of love surrounding you; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of City Council of the City of Chicago, will gather on the 21<sup>st</sup> day of September 2022 to recognize the life of Mother Artra Nell Mosley; and

*Be It Further Resolved*, That a suitable copy of this acknowledgement be presented to the Mosley Family as a sign of honor, gratitude and respect.

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CONGRATULATIONS EXTENDED TO MILTON ARMSTEAD ON 70<sup>TH</sup> BIRTHDAY.  
[R2022-868]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Milton Armstead on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Milton Armstead to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Milton Armstead 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 on Wednesday, September 21, 2022, do hereby celebrate Milton Armstead's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Milton Armstead as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO VONCEIL BARNES ON 80<sup>TH</sup> BIRTHDAY.*

[R2022-869]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Vonceil Barnes on his 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Vonceil Barnes to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Vonceil Barnes 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 on Wednesday, September 21, 2022, do hereby celebrate Vonceil Barnes' 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Vonceil Barnes as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO GLORIA BREWER ON 80<sup>TH</sup> BIRTHDAY.*

[R2022-870]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Gloria Brewer on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Gloria Brewer to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Gloria Brewer 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 on Wednesday, September 21, 2022, do hereby celebrate Gloria Brewer's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Gloria Brewer as a token of our appreciation and blessed wishes.

**CONGRATULATIONS EXTENDED TO ELIZABETH CABRAL ON 65<sup>TH</sup> BIRTHDAY.**  
[R2022-871]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Elizabeth Cabral on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Elizabeth Cabral to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Elizabeth Cabral 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 on Wednesday, September 21, 2022, do hereby celebrate Elizabeth Cabral's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Elizabeth Cabral as a token of our appreciation and blessed wishes.

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**CONGRATULATIONS EXTENDED TO SHIRLEY COPELAND ON 70<sup>TH</sup> BIRTHDAY.**  
[R2022-872]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Shirley Copeland on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Shirley Copeland to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Shirley Copeland 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 on Wednesday, September 21, 2022, do hereby celebrate Shirley Copeland's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Shirley Copeland as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO BRYANT DAVID ON 65<sup>TH</sup> BIRTHDAY.*

[R2022-873]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Bryant David on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Bryant David to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Bryant David 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 on Wednesday, September 21, 2022, do hereby celebrate Bryant David's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Bryant David as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO MARCIA FRAZIER ON 80<sup>TH</sup> BIRTHDAY.*

[R2022-874]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Marcia Frazier on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Marcia Frazier to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Marcia Frazier 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 on Wednesday, September 21, 2022, do hereby celebrate Marcia Frazier's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Marcia Frazier as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO GEORGE GAYDEN ON 65<sup>TH</sup> BIRTHDAY.*

[R2022-875]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to George Gayden on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage George Gayden to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, George Gayden 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 on Wednesday, September 21, 2022, do hereby celebrate George Gayden's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to George Gayden as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO JAMES GRACE ON 70<sup>TH</sup> BIRTHDAY.*

[R2022-876]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to James Grace on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage James Grace to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, James Grace 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 on Wednesday, September 21, 2022, do hereby celebrate James Grace's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to James Grace as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO VERA HARVEY ON 97<sup>TH</sup> BIRTHDAY.*

[R2022-877]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Vera Harvey on her 97<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Vera Harvey to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Vera Harvey 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 on Wednesday, September 21, 2022, do hereby celebrate Vera Harvey's 97<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Vera Harvey as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO ELIJAH HOBBS ON 93<sup>RD</sup> BIRTHDAY.*

[R2022-878]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Elijah Hobbs on his 93<sup>rd</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Elijah Hobbs to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Elijah Hobbs 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 on Wednesday, September 21, 2022, do hereby celebrate Elijah Hobbs' 93<sup>rd</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Elijah Hobbs as a token of our appreciation and blessed wishes.

**CONGRATULATIONS EXTENDED TO EDNA JOHNSON HORTON ON 65<sup>TH</sup> BIRTHDAY.**

[R2022-879]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Edna Johnson Horton on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Edna Johnson Horton to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Edna Johnson Horton 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 on Wednesday, September 21, 2022, do hereby celebrate Edna Johnson Horton's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Edna Johnson Horton as a token of our appreciation and blessed wishes.

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**CONGRATULATIONS EXTENDED TO FREDDIE JOHNSON ON 70<sup>TH</sup> BIRTHDAY.**

[R2022-880]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Freddie Johnson on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Freddie Johnson to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Freddie 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 on Wednesday, September 21, 2022, do hereby celebrate Freddie Johnson's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Freddie Johnson as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO GARY LINEVITCH ON 70<sup>TH</sup> BIRTHDAY.*

[R2022-881]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Gary Linevitch on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Gary Linevitch to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Gary Linevitch 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 on Wednesday, September 21, 2022, do hereby celebrate Gary Linevitch's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Gary Linevitch as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO MARY LITTLE ON 80<sup>TH</sup> BIRTHDAY.*

[R2022-882]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mary Little on her 80<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Mary Little to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Mary Little 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 on Wednesday, September 21, 2022, do hereby celebrate Mary Little's 80<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mary Little as a token of our appreciation and blessed wishes.

**CONGRATULATIONS EXTENDED TO AUDIE MONTGOMERY ON 65<sup>TH</sup> BIRTHDAY.**

[R2022-883]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Audie Montgomery on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Audie Montgomery to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Audie Montgomery 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 on Wednesday, September 21, 2022, do hereby celebrate Audie Montgomery's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Audie Montgomery as a token of our appreciation and blessed wishes.

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**CONGRATULATIONS EXTENDED TO MOZELL NELSON ON 70<sup>TH</sup> BIRTHDAY.**

[R2022-884]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Mozell Nelson on her 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Mozell Nelson to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Mozell Nelson 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 on Wednesday, September 21, 2022, do hereby celebrate Mozell Nelson's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mozell Nelson as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO MARTINA PEREZ ON 65<sup>TH</sup> BIRTHDAY.*

[R2022-885]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Martina Perez on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Martina Perez to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Martina Perez 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 on Wednesday, September 21, 2022, do hereby celebrate Martina Perez's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Martina Perez as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO LULA PORCH ON 90<sup>TH</sup> BIRTHDAY.*

[R2022-886]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Lula Porch on her 90<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Lula Porch to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Lula Porch 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 on Wednesday, September 21, 2022, do hereby celebrate Lula Porch's 90<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Lula Porch as a token of our appreciation and blessed wishes.

**CONGRATULATIONS EXTENDED TO CIPRIANO RAMOS ON 65<sup>TH</sup> BIRTHDAY.**  
[R2022-887]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Cipriano Ramos on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Cipriano Ramos to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Cipriano Ramos 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 on Wednesday, September 21, 2022, do hereby celebrate Cipriano Ramos' 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Cipriano Ramos as a token of our appreciation and blessed wishes.

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**CONGRATULATIONS EXTENDED TO ROBERT SLAY ON 70<sup>TH</sup> BIRTHDAY.**  
[R2022-888]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Robert Slay on his 70<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Robert Slay to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Robert Slay 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 on Wednesday, September 21, 2022, do hereby celebrate Robert Slay's 70<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Robert Slay as a token of our appreciation and blessed wishes.

*CONGRATULATIONS EXTENDED TO ANTHONY SMITH ON 65<sup>TH</sup> BIRTHDAY.*

[R2022-889]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Anthony Smith on his 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Anthony Smith to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Anthony 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 on Wednesday, September 21, 2022, do hereby celebrate Anthony Smith's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Anthony Smith as a token of our appreciation and blessed wishes.

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*CONGRATULATIONS EXTENDED TO JERRI WHEELER ON 65<sup>TH</sup> BIRTHDAY.*

[R2022-890]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Jerri Wheeler on her 65<sup>th</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Jerri Wheeler to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Jerri Wheeler 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 on Wednesday, September 21, 2022, do hereby celebrate Jerri Wheeler's 65<sup>th</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Jerri Wheeler as a token of our appreciation and blessed wishes.

**CONGRATULATIONS EXTENDED TO EMMA WHITEHEAD ON 91<sup>ST</sup> BIRTHDAY.**  
[R2022-891]

WHEREAS, We, the members of the City Council of the City of Chicago, wish to extend our most warmest wishes to Emma Whitehead on her 91<sup>st</sup> birthday celebration; and

WHEREAS, On behalf of the entire 16<sup>th</sup> Ward and I, Alderman Stephanie Coleman, would like to encourage Emma Whitehead to expect the best, let love rule, embrace the day, and celebrate another year; and

WHEREAS, Emma Whitehead 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 on Wednesday, September 21, 2022, do hereby celebrate Emma Whitehead's 91<sup>st</sup> birthday; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Emma Whitehead as a token of our appreciation and blessed wishes.

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*Presented By*

**ALDERMAN O'SHEA (19<sup>th</sup> Ward):**

**RECOGNITION OF OCTOBER 23 THROUGH OCTOBER 31, 2022 AS  
RED RIBBON WEEK.**

[R2022-832]

WHEREAS, Red Ribbon Week, which will be celebrated across the nation the week of October 23, 2022, is the nation's oldest and largest drug prevention awareness program; and

WHEREAS, The City Council has been informed of this occasion by the Honorable Matthew J. O'Shea, Alderman of the 19<sup>th</sup> Ward; and

WHEREAS, The National Family Partnership started Red Ribbon Week after the death of Drug Enforcement Administration (DEA) Special Agent Enrique "Kiki" Camarena, who was brutally tortured and murdered in 1985 by drug traffickers he was investigating in Mexico -- after his death, people started wearing red ribbons to honor Kiki's sacrifice; and

WHEREAS, Today, millions of people celebrate Red Ribbon Week by wearing red ribbons, participating in community anti-drug events, and pledging to live drug-free lives; and

WHEREAS, Alcohol and drug abuse affect individuals, families and communities across the nation; and

WHEREAS, It is imperative that visible, unified efforts by community members be launched to prevent drug abuse; and

WHEREAS, Red Ribbon Week offers citizens the opportunity to demonstrate their commitment to drug-free lifestyles; and

WHEREAS, Businesses, government, law enforcement, media, health care providers, religious institutions, schools and other community-based organizations will demonstrate their commitment to healthy, drug-free lifestyles by wearing red ribbons and participating in drug prevention activities; and

WHEREAS, The City of Chicago wishes to encourage participation in drug prevention education activities, not only during Red Ribbon Week, but also throughout the year, making a visible statement that we are strongly committed to a drug-free lifestyle; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby recognize the week of October 23, 2022 as Red Ribbon Week, commend the National Family Partnership for their continued service, and encourage all residents to participate in drug prevention education.

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*Presented By*

**ALDERMAN TABARES (23<sup>rd</sup> Ward):**

**CONGRATULATIONS EXTENDED TO VFW RHINE POST 2729 ON  
90<sup>TH</sup> ANNIVERSARY.**

[R2022-952]

WHEREAS, We, the members of the Chicago City Council, wish to extend our congratulations to the VFW Rhine Post 2729, who have dedicated their service to veterans and the community for 90 years; and

WHEREAS, On October 29, 1932, a group of brave Air Force men of World War I came home and founded the VFW Rhine Post 2729; and

WHEREAS, After World War II, membership to the Rhine Post 2729 increased drastically that they had to move to 5858 West Archer Avenue in Chicago; and

WHEREAS, The members of the Rhine Post 2729 have served the community with devotion. The post is a known staple in the Garfield Ridge community; and

WHEREAS, Every year the post hosts many events for their members and the community, such as their annual Memorial Day events with Air Force Rifle Drill Team and a wreath ceremony to honor the military men and women who have passed; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the Chicago City Council, gathered here this 21<sup>st</sup> of September 2022, do hereby offer our heartfelt congratulations to the VFW Rhine Post 2729 for their 90<sup>th</sup> anniversary, for their sacrifices for our community and our nation as an example of true American heroes; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the VFW Rhine Post 2729 as a token of our appreciation and blessed wishes.

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*Presented By*

**ALDERMAN MALDONADO (26<sup>th</sup> Ward):**

**TRIBUTE TO LATE NELSON CARLO.**

[R2022-977]

WHEREAS, Nelson Carlo has been called to eternal life by the wisdom of God; and

WHEREAS, The Chicago City Council has been informed of his passing by Alderman Roberto Maldonado; and

WHEREAS, A widely admired member of the business community, Nelson Carlo was a Latino entrepreneur who proudly served as the chief executive officer of Carlo Steel Corporation; and

WHEREAS, Nelson Carlo lived a life of purpose and passion who carved out a reputation as a pioneer in opening doors for others; and

WHEREAS, Nelson Carlo met with three U.S. presidents, three governors and three mayors and used his access and prominence to help ensure minorities were heard and had a seat at the table; and

WHEREAS, Born on November 21, 1938, in Cabo Rojo, Puerto Rico, Nelson Carlo immigrated to Chicago at an early age; and

WHEREAS, Nelson Carlo worked with the City of Chicago to help formulate what we now call the W/MBE Certification Program. In his early years, he received contracts from the federal government to build test bombs under his company, Abbott Pipe and Supply. Nelson was also the owner of Americana Bank, and he went on to establish Carlo Steel Corporation, where he fabricated steel for many Chicago buildings, including houses on the West Side of Chicago and schools throughout the city; and

WHEREAS, As a business advocate for equal opportunity, Nelson Carlo was a founding member of the Hispanic American Construction Industry Association (HACIA), and he remained a loyal member of HACIA until his passing; and

WHEREAS, The tough as steel man had a heart of gold and was a generous humanitarian and mentor to many, receiving countless awards from organizations including the Chicago Building Trades Council, the Hispanic American Construction Industry Association, and the Latin American Chamber of Commerce; and

WHEREAS, Nelson Carlo served on numerous prominent boards, including the Chicago Transit Authority Board; and

WHEREAS, Nelson Carlo served in the United States Navy and received an honorable discharge on September 5, 1962. He is survived by his loving wife, Maritza Marrero Carlo; former wife, Patricia Carlo; daughter, Antoinette (Tonie) Yannias; son-in-law, Constantine (Don) Yannias; grandchildren, Zoie Isabella, Charles Steven Yannias and beloved angel Steven C. Yannias; brother, Joseph; sister-in-law, Sharon; and niece, Heather; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the Chicago City Council, assembled this 21<sup>st</sup> day of September 2022, do hereby express our sympathy to the family of Nelson Carlo and honor his grace-filled life of service and accomplishment as a true legend in the Latino community; and

*Be It Further Resolved*, That a suitable parchment copy of this resolution be presented to the family of Nelson Carlo.

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*Presented By*

**ALDERMAN AUSTIN (34<sup>th</sup> Ward):**

**CONGRATULATIONS EXTENDED TO MAMIE HOLLIS ON 100<sup>TH</sup> BIRTHDAY AND DECLARATION OF AUGUST 2, 2022 AS "MAMIE HOLLIS' GREAT LEGACY DAY" IN CHICAGO.**

[R2022-892]

WHEREAS, Mamie Hollis, one highly blessed and favored of God, was born August 2, 1922 in Thomasville, Georgia. There were 12 children in her family -- five boys

seven girls. Mrs. Hollis was the oldest girl. She came to Chicago during the Great Migration. Currently, she is one of three remaining siblings, all girls. Her parents died young and through the years, she helped to raise her siblings, then nieces and nephews. She had one son, Joe, that preceded her in death; and

WHEREAS, The good news of Mrs. Hollis' significant lifespan was brought to the attention of 34<sup>th</sup> Ward Alderman Carrie M. Austin to be shared with the Chicago City Council at its next regular meeting; and

WHEREAS, Mrs. Hollis had a long, wonderful career with Continental Airlines. The benefits allowed her to travel the world and travel she did, all over the United States and Europe. She retired and continued to travel well into her 90s. Her husband of over 50 years did not share her love of travel, but this gentle giant, Mr. Charlie Hollis, was always there to see her off and welcome her home; and

WHEREAS, In 1962, the couple moved to Maple Park, at 116<sup>th</sup> and May Street to be exact. Being the first to occupy their home, they joined a block full of other new homeowners. The May Street residents became more than neighbors; over the years they became family. Bonded by the shared experience of owning new homes, raising families and building lives, they were a tight knit community who enjoyed the American dream. She and her husband served as presidents of the 116<sup>th</sup> and May Street block club. Mrs. Hollis was known to be the one who would bake delicious pound cakes and cookies that the whole block enjoyed; and

WHEREAS, Mrs. Hollis is a proud member of St. John Missionary Baptist Church. She did not just attend church, she embodied her faith. Being around her, one knows they are in the presence of someone whom God has touched in a special way. Mrs. Hollis has been a member of the social club, Women of a Certain Age, for 30 years. She is well rounded; and

WHEREAS, At 100, she still enjoys playing keno and other card games, as well as solving word puzzles. Mentally she is sharp as a tack and as sassy as a woman more than half her age. She has been a blessing to many family, friends and those in need. Mrs. Hollis is a helping hand, a true servant of God; and

WHEREAS, Severally and collectively, enjoined with the family of Mrs. Mamie Hollis, may we, the entire City Council body, lovingly wish her a holy and zealous celebration on her 100<sup>th</sup> birthday and fondly commemorate this proclaiming of such an exceptional life and service. May we likewise hope her day be filled with an abundance of love, joy, happiness and all things fine, to the glory of God and Savior; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do decree the 2<sup>nd</sup> day of August in the year 2022 as "Mamie Hollis' Great Legacy Day", and hereby extend our most heartfelt prayers; and

*Be It Further Resolved*, That a suitable copy of this proclamation be prepared and presented to the family of Mrs. Mamie Hollis as a sign of our honor and respect.

*Presented By*

**ALDERMAN RAMIREZ-ROSA (35<sup>th</sup> Ward):**

**TRIBUTE TO LATE MICHAEL HOWARD BANKSTON III.**

[R2022-893]

WHEREAS, Michael Howard Bankston III was born on October 11, 1995, at Resurrection Hospital. Michael came from a blended family as the son of Marleen and Jesreel Cruz and Michael H. Bankston, Jr.; brother to Mikeas Bankston, Jessica Silva, Yanitsa Cruz, Jesreel A. Cruz II, Aden Bankston and Shiloh Cruz; and

WHEREAS, At a very young age, Michael Howard Bankston III attained the nickname "Mikey"; and

WHEREAS, Michael Howard Bankston III was a lover of family and friends and desired closeness and community when connecting with others; and

WHEREAS, Michael Howard Bankston III was awarded a full-ride undergrad scholarship through Posse 2012; and

WHEREAS, Michael Howard Bankston III graduated from Rauner College Prep in Chicago in the summer of 2013; and

WHEREAS, Michael Howard Bankston III enrolled at Trinity College in Hartford, Connecticut as a Posse scholar in the fall of 2013. Michael displayed a passion for his Latinx heritage and music throughout his time at Trinity; and

WHEREAS, Michael Howard Bankston III, an organizer and radio show host, actively engaged in "Trinity's Temple of Hip Hop", a four-day annual international hip hop festival; and

WHEREAS, Michael Howard Bankston III was also a member of the Samba Ensemble, a Brazilian drumming and singing group; and

WHEREAS, Michael Howard Bankston III pursued his interests as the community engagement chair of La Voz Latina at Trinity. He brought attention to Latin American culture, politics and social issues within the Trinity community; and

WHEREAS, Michael Howard Bankston III served as one of the first 10 Trinity students to mentor 5<sup>th</sup> grade students at Hartford's Expeditionary Learning Academy at Moylan School, a public school serving the predominantly Latino population; and

WHEREAS, Michael Howard Bankston III graduated from Trinity College with a bachelor's in philosophy in the summer of 2018; and

WHEREAS, With guidance from mentors, opportunities that arose, and hard work, Michael Howard Bankston III found his passion for philosophy and took his passion beyond Trinity; and

WHEREAS, Michael Howard Bankston III also aspired to pursue a career in medicine; and

WHEREAS, Michael Howard Bankston III desired deep conversations and inspired others to believe what they believe with conviction. He was a student to life and modeled that mindset every day; and

WHEREAS, Michael's Pupil Perspective blog highlights his objective "to provide thought-provoking ideas that could be applied to real-life situations and create a forum that is inclusive to all different kinds of thought". He lived life not through a singular perspective, but the Pupil Perspective, a view enlightened by his love for the people in his life and the city; and

WHEREAS, Michael Howard Bankston III understood the importance of hip-hop and the social impact of the movement and culture. Michael understood that hip hop was a lifestyle and for the people; and

WHEREAS, Michael Howard Bankston III was a lover of the community and desired to engage with the "everyday person" he encountered in the Logan Square community where he lived; and

WHEREAS, Michael Howard Bankston III advocated for those less fortunate than he was and promoted finding ways for those who needed social justice; and

WHEREAS, Michael Howard Bankston III encouraged the resources that were readily available for all in the City of Chicago. He enjoyed the city's commutable resources, riding on Chicago's public transit and taking the scenic route. He had a profound endearment for where he lived and celebrated life in Logan Square; and

WHEREAS, Michael Howard Bankston III was an avid bike rider and shared time with his friends riding through all of Chicago's beautiful neighborhoods. He was proud to be part of a community that continually sought ways to reconfigure and include new bikeways, considering the needs of cyclists while simultaneously undergoing other projects such as "La Placita"; and

WHEREAS, Michael Howard Bankston III was passionate about exploring the City of Chicago. Michael loved to visit and discover all aspects of Chicago, continuing the vast knowledge he had already attained of the city. Michael continually raved about the resources Chicago offered; and

WHEREAS, Michael Howard Bankston III enjoyed Chicago's many food and beverage selections. Michael was passionate about venturing into the city by riding in style by various modes and stopped at local spots to support the local businesses in his area. Many of the

restaurants and cafes he frequented were on Milwaukee Avenue, from a coffee at Intelligentsia to a meal at the Harding Tavern; and

WHEREAS, Michael Howard Bankston III inspired Chicago's young artists to stay dedicated to their work and reflect on all they are learning in life; and

WHEREAS, Michael Howard Bankston III was an admirer of the arts. Michael often supported artists at art festivals and numerous local events; and

WHEREAS, Michael Howard Bankston III pursued his love for the arts by carrying sketchbooks, drawing and painting in them to express himself with his deep perspectives; and

WHEREAS, Michael Howard Bankston III was a "writer". The community supported his artistic compositions, and his pieces were commonly known for his well-respected name -- Pupil; and

WHEREAS, Michael Howard Bankston III had a deep admiration for his family. He cared immensely for his siblings and enjoyed each personal relationship with them; and

WHEREAS, Michael Howard Bankston III greatly supported finding beauty daily and "trusting the process". Michael passed away on September 17, 2021, while heroically trying to prevent a domestic situation from further escalating; and

WHEREAS, Michael Howard Bankston III is recognized as a "good samaritan" due to his heroic act on September 17, 2021; and

WHEREAS, West Wrightwood Avenue, from Kedzie to Spaulding, has been rededicated as "Michael H. Bankston III Avenue" with an honorary street sign now hanging in front of the building where Michael lived; and

WHEREAS, Michael Howard Bankston III gave of himself, saving someone else. He will be forever missed by his immediate family, grandparents, aunts, uncles, cousins and those in his community, his sphere of friends throughout the church, school and Logan Square neighborhood; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby honor the life and memory of Michael Howard Bankston III and extend our heartfelt condolences to his family and friends; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to the family of Michael Howard Bankston III.

*Presented By*

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward):**

*TRIBUTE TO LATE RAYMOND ALLEN MURRAY, JR.*

[R2022-961]

WHEREAS, It is with great sadness that we learn of the passing of Raymond Allen Murray, Jr., one of the nation's original Montford Point Marines; and

WHEREAS, Mr. Murray is remembered by his loved ones and community as a family man, boxer, mentor, steward, and both a patriot who fought for his country and pioneer who fought against its injustices; and

WHEREAS, Most exceptionally, Sergeant Murray is remembered as a recipient of the Congressional Gold Medal -- the highest civilian award given by the United States Congress -- awarded to persons who made a major and long-standing impact on American history and culture; and

WHEREAS, Today, members of the U.S. Armed Forces come from diverse backgrounds, however, it was not until June 25, 1941, when President Roosevelt issued Executive Order 8802, that discriminatory hiring practices in the defense industry were explicitly prohibited; and

WHEREAS, In 1942, a year later, the U.S. Marine Corps welcomed the first class of recruits to the newly established Montford Point Base -- a continued segregated part of Camp Lejeune in Jacksonville, North Carolina; and

WHEREAS, For the next seven years, 20,000 Black Marines eagerly arrived to Montford Point Base in search of social freedom, just to be met with segregation and unending abuse; and

WHEREAS, However, their continued resistance would later lead to Black leadership and military integration before any intervention from the federal government; and

WHEREAS, Almost one million Black men served in World War II, demonstrating to the entire nation the unequivocal dedication and loyalty of a group being so discriminated against; and

WHEREAS, In 1943, aligned with many of the Marine Corps' values, Mr. Murray enlisted and became one of the nation's first Black Marines to report to Montford Point Base; and

WHEREAS, Mr. Murray and the rest of the Montford Point Marines valiantly served the nation in World War II, and eventually, garnered the respect and honor they were long overdue; and

WHEREAS, Aside from his military might, Mr. Murray loved the sport of boxing; and

WHEREAS, While serving in Yokohama, Japan, he won the featherweight title; and

WHEREAS, After his service, Mr. Murray returned to Chicago where he became a leader and mentor to countless individuals through his work as a boxing coach at the Chicago Park District and various other gyms throughout the city, in addition to his motivational conversations and support with women at a nearby halfway house and inmates in local jails -- all of which ultimately led to much communal success; and

WHEREAS, Mr. Murray is survived by his wife, Esther Murray, and daughter, La Donna Bonner; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 21<sup>st</sup> day of September 2022, do hereby express our sorrow with the passing of Raymond Allen Murray, Jr. and extend our sincere condolences to his family, friends and the countless individuals impacted by his loss; and

*Be It Further Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, honor Raymond Allen Murray, Jr.'s legacy, including the historical significance of his service as one of the nation's original Montford Point Marines; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Mr. Murray's family as a symbol of gratitude for his selfless contributions to the nation and the City of Chicago.

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**RECOGNITION OF SEPTEMBER 16 AS NATIONAL POW/MIA DAY.**

[R2022-964]

WHEREAS, Millions of service members have made great sacrifices to defend our nation and protect our liberties, this is especially true for prisoners of war (POW) and those missing in action (MIA); and

WHEREAS, This 16<sup>th</sup> day of September was National POW/MIA Recognition Day -- a remembrance day held annually on the 3<sup>rd</sup> Friday of September -- and is when Americans are asked to pause and reflect on the sacrifices made by service members who are POW/MIA; and

WHEREAS, Visually, the black and white POW/MIA Flag -- consisting of a man's silhouette with a watchtower and barbed wire in the background with the motto "You Are Not Forgotten" -- is flown across the United States and around the world as a reminder of the many selfless service members who are POW/MIA; and

WHEREAS, According to the Defense POW/MIA Accounting Agency (DPAA), approximately 82,000 Americans remain missing, of which 4,296 service members are from Illinois; and

WHEREAS, Many of those service members were residents of Chicago; and

WHEREAS, To honor their service and sacrifice to our country, the City Council has an empty chair in the City Council Chambers dedicated to POW/MIA; and

WHEREAS, It is imperative that these courageous service members are never forgotten, and are showed honor and reverence; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here today on this 21<sup>st</sup> day of September 2022, do hereby honor the many service members who defend our nation and protect our liberty who are prisoners of war and missing in action.

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*Presented By*

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward)**  
**And OTHERS:**

**TRIBUTE TO LATE MYRNA SALAZAR.**

[R2022-962]

A proposed resolution presented by Aldermen Villegas, Tabares, Vasquez, Ramirez-Rosa, La Spata, Sadlowski Garza, Cárdenas, Rodriguez, Sigcho-Lopez, Maldonado, Reboyras, Cardona and Rodriguez-Sanchez, reading as follows:

WHEREAS, It is with a heavy heart and great sadness that we learn of the passing of Myrna Salazar -- a once-in-a-lifetime visionary and creator of possibility and Chicago icon; and

WHEREAS, Myrna was born in Arecibo, Puerto Rico and raised in Chicago -- both dualities drove her to champion Latino representation, demand equity, and ultimately pave the way for countless generations to come; and

WHEREAS, She was a Latina trailblazer whose impact within art, education and business throughout the city is an ode to the many shattered ceilings and countless rooms she unapologetically took every inch of space in; and

WHEREAS, Myrna was a pioneer who led many dynamic roles such as being crowned queen of the first Chicago Puerto Rican Day Parade in 1966; and

WHEREAS, She began her career working at the West Town Economic Development Corporation as an economic development specialist, where she generated millions in the procurement of housing and business development, contributing to the development of Paseo Boricua and Humboldt Park; and

WHEREAS, Myrna was the founder and president of Salazar & Navas Talent Agency, Inc., a talent agency she ran for over 25 years that launched or furthered the careers of many beloved Chicago artists like Justina Machado, Aimee Garza, Nadine Velazquez, Ricky Gambao, Sandra Delgado and Miranda González; and

WHEREAS, In the 1980s, she was a member of the Chicago Board of Education, where she used her platform to advocate for bilingual programming and to bring educators from abroad who furthered her mission; and

WHEREAS, Myrna co-founded the Chicago Latino Theater Alliance in addition to three of the most prominent Latino cultural institutions in Chicago: The National Museum of Mexican Art, The International Latino Cultural Center, and The Puerto Rican Arts Alliance; and

WHEREAS, Additionally, she was a member of the Choose Chicago Board, member of the League of Chicago Theaters Board, and member of the City of Chicago Advisory Council on Cultural Affairs and Special Events; and

WHEREAS, Myrna's greatest work was undeniably the creation of the "Destinos: The Chicago International Latino Theater Festival" (Destinos), Chicago's annual citywide festival that showcases Latino theater artists and companies from Chicago, the United States and Latin America; and

WHEREAS, This year, Destinos is dedicated to Myrna and will run its 5<sup>th</sup> year from September 14 -- October 16, 2022, with a total of 13 productions -- local productions like "Colectivo El Pozo" and "The Wizards", and international productions like "Pequeños territorios en Reconstrucción"; and

WHEREAS, The creation of the Destinos festival has led to the largest impact on the cultivation of Chicago Latino theater, not only as a display of Latino theater, but as an incubator beyond the festival through the establishment of equitable opportunity with investment in new or overlooked theaters; and

WHEREAS, It was a privilege to know her and her never-ending passion, love and energy -- she was a true changemaker at a time that was especially difficult and unheard of for women, much less, Latinas -- as a result, her legacy is deeply woven into Chicago's past, present and future; and

WHEREAS, Myrna is survived by her children, Yvette (Steve) Sharp and Iliana (Greg) Romero; stepson, Christopher Dovalina; grandchildren, Ariela Romero, Andrés Romero, Gabriela Bibbens and Gabe Sharp; mother, Carmen Rosado Feliciano; and sister, Carmen Salazar. Preceded in death by her second husband, Cesar Dovalina; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here on this 21<sup>st</sup> day of September 2022, do hereby express our sorrow with the passing of Myrna Salazar and extend our sincere condolences to the countless lives she impacted, and honor the legacy she deeply established within the fabric of Chicago's collective and diverse identity; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Myrna Salazar's family as a symbol of gratitude for her selfless contributions and immense impact toward growth within the Latino community and the City of Chicago.

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*RECOGNITION OF LATINO HERITAGE MONTH AND CONTRIBUTIONS OF CHICAGO CITY COUNCIL LATINO CAUCUS.*

[R2022-963]

A proposed resolution, presented by Aldermen Villegas, Tabares, Vasquez, Ramirez-Rosa, La Spata, Sadlowski-Garza, Cárdenas, Rodriguez, Sigcho-Lopez, Maldonado, Reboyras, Cardona and Rodriguez-Sanchez, reading as follows:

WHEREAS, Annually, from September 15 to October 15, the United States, State of Illinois, and City of Chicago (City) observe Latino Heritage Month by celebrating the significant contributions, history and diverse culture of the Latino community; and

WHEREAS, September 15 is a significant start date because it is the shared anniversary of independence for Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua in addition to Mexico on September 16 and Chile on September 18; and

WHEREAS, Today, Latinos represent the largest minority group in the City, state and nation -- an undeniable influence on America's diverse identity; and

WHEREAS, Specifically, Latinos account for approximately 820,000 of the City's total population -- a five percent increase since the last census; and

WHEREAS, Due to the collective work of Latino and diverse led groups throughout the City, representation now exists within historically excluded spaces and is demonstrably growing; and

WHEREAS, The Chicago City Council Latino Caucus (Latino Caucus) works to improve the quality of life for Latinos by assuring their best interests are both heard and represented in the City Council; and

WHEREAS, The Latino Caucus' commitment to the advancement of the Latino community is furthered through the efforts led by the Chicago Latino Caucus Foundation (CLCF); and

WHEREAS, The CLCF was created to strengthen a much-needed talent pipeline to fulfill leadership gaps in the public, private and nonprofit sectors through equitable resources such as scholarship and professional development; and

WHEREAS, As of today, the CLCF's Scholarship Program has awarded over \$800,000 to over 150 recipients, and more than 100 fellows have graduated their leadership academy; and

WHEREAS, As a result of the Latino Caucus, and work led by Latino and diverse groups throughout the City, Chicago continues to serve as a "Welcoming City" that supports and celebrates Latinos -- despite outside efforts by xenophobic political actors; now, therefore,

*Be It Resolved*, That we, the Mayor, City of Chicago Latino Caucus and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby acknowledge, celebrate and uplift the significant contributions, history and diverse culture of the Latino community -- everyday and especially -- this 2022 Latino Heritage Month.

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*Presented By*

***ALDERMAN MITTS (37<sup>th</sup> Ward):***

***TRIBUTE TO LATE EMOGENE WRIGHT JACKSON PALMER.***

[R2022-894]

WHEREAS, Emogene Wright Jackson Palmer, beloved mother, grandmother and sister, passed away on July 20, 2022; and

WHEREAS, The Chicago City Council has been informed of Emogene's passing by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Emogene was born to the late Mae Edna Gilmore and John L. Wright, Jr. on January 7, 1943 in Memphis, Tennessee; and

WHEREAS, After her family relocated to Chicago, Emogene attended Englewood High School and confessed her belief in Christ at a young age; and

WHEREAS, Emogene took great pride in working hard to support her family as an employee at Bell and Howell Electric Company, where she worked for over 30 years; and

WHEREAS, Emogene married Eugene Jackson, Sr., who preceded her in death, and to that union came one child, Eugene Jackson, Jr.; Emogene later met Willie J. Clanton, and from that union came two children, Dewayne and Ulandus Clanton; and

WHEREAS, Emogene was a queen to Meredith "Buster" Palmer, who also preceded her in death; and

WHEREAS, Emogene is preceded in death by her parents; sisters, Alice Wright, Enner Wright and Lillie Sue Wright; godmother, Barbara Brown; godsister, Cecilia Armstrong; grandson, Artemis Jackson; nephew, KyKhaura Wright; niece, Katie Lobdell; and son, Dewayne Clanton. She leaves to cherish her memory her children, Eugene Jackson, Jr. and Ulandus Clanton; sister, Evamae Lobdell; brothers, Johnnell Wright, Louis Wright, Artemis Wright (Janine), Vernon Streater and John Sanders (Tammie); godchildren, Champ Williams (Bernadine), Sheena and Adilsyed; and a host of grandchildren, great-grandchildren, family and friends; and

WHEREAS, Emogene will be deeply missed by her family and friends, and her personality and spirit will be missed by all who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our most heartfelt condolences to the family and friends of Emogene Wright Jackson Palmer; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Emogene Wright Jackson Palmer as a sign of our honor and respect.

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*TRIBUTE TO LATE BERNICE THOMPSON.*

[R2022-895]

WHEREAS, Bernice Thompson, beloved mother, grandmother and sister affectionately known as "Sis", passed away on July 20, 2022; and

WHEREAS, The Chicago City Council has been informed of Bernice's passing by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Bernice was born to the late Daisy and Russell Jackson on November 18, 1948 in Waukegan, Illinois; and

WHEREAS, A graduate of Marshall High School, Bernice's career extended over many years with various positions in accounting; she worked for many years with H&R Block and eventually retired from Champion Parts; and

WHEREAS, In addition to being an avid reader and writer of her own adventures and love stories, Bernice enjoyed family game night and binge-watching her favorite shows; and

WHEREAS, Bernice loved to spend the day with her good friends playing bingo and making lifelong memories; and

WHEREAS, Bernice is preceded in death by her parents; her brother, Willie Russell Jackson; two sisters, Barbara "Bobbie" Whitehead and Mamie Helen Jackson; her son, Henry James Thompson, Jr.; and one grandson, Allen. She leaves to cherish her memory her daughter, Nicole Thompson; three sisters, Mary Philips, Theresa (Edward) Jones and Bettye Jackson; three brothers, Frank (Annette) Jackson, Earl Jackson and Clisby (Patricia) Jackson; a grandson, D'Andre; and a host of nieces, nephews, cousins and friends; and

WHEREAS, Bernice will be deeply missed by her family and friends, and her personality and spirit will be missed by all who knew and loved her; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our most heartfelt condolences to the family and friends of Bernice Thompson; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Bernice Thompson as a sign of our honor and respect.

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**CONGRATULATIONS EXTENDED TO BERNEICE MILLS-THOMAS ON RETIREMENT FROM NEAR NORTH HEALTH SERVICE CORPORATION.**

[R2022-896]

WHEREAS, Berneice Mills-Thomas, executive director of Near North Health Service Corporation for more than 30 years, is retiring; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Near North Health is a network of federally-qualified health centers that provide access to quality health care to improve the health and well-being of the diverse populations and communities it serves; and

WHEREAS, Ms. Mills-Thomas has established Near North as a premier healthcare leader throughout the city and surrounding suburbs; under her leadership, Near North has undergone tremendous expansion from one primary care site to nine, and then becoming one of Chicago's largest providers of community-based primary health care, with more than 45,000 patients originating from 130 different zip codes; and

WHEREAS, Ms. Mills-Thomas is a registered nurse and holds MSM, MPH and MBA degrees, and, prior to her tenure at Near North, Ms. Mills-Thomas held clinical and managerial positions at two community hospitals and several community health centers; and

WHEREAS, As a result of Ms. Mills-Thomas' commitment to providing quality healthcare, Near North has been awarded the notable distinction of accreditation by The Joint Commission for 18 years and designated as a patient-centered medical home by the National Committee for Quality Assurance since the program's inception in 2013. Her unparalleled dedication to addressing health disparities led to spearheading groundbreaking initiatives in diabetes care, HIV/AIDS services and men's health; and

WHEREAS, Ms. Mill-Thomas' relentless prioritization of patients spurred the recent upgrade of Near North's electronic medical record system that gives providers immediate access to patient records, greater capability of making well-informed treatment decisions, and increased patient information privacy; and

WHEREAS, An influential and active leader in the community, Ms. Mills-Thomas is an active member of the Economic Club of Chicago and serves on the boards of the Alliance of Chicago Community Health Services, the National Association of Community Health Centers, the Southside Health Collaborative, the My Care Chicago Network, the Illinois Primary Health Care Association, and C Quest America, Inc. She has served on the boards of the Illinois Public Health Association, The Salvation Army, the Illinois Maternal & Child Health Coalition, the Chicago Department of Public Health West Town Facility, and United Way/Crusade of Mercy, Inc., and on the External Advisory Committee of the Northwestern University Community Engagement Research Center; and

WHEREAS, Ms. Mills-Thomas' extensive portfolio of work in healthcare and community advocacy has won her numerous local and national accolades; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby congratulate Berneice Mills-Thomas on her retirement and wish her well on her future endeavors; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Berneice Mills-Thomas.

**CONGRATULATIONS EXTENDED TO PASTOR DR. EDWARD E. SILAS, SR. AND ELECT LADY DELPHINE SILAS ON 18 YEARS OF SERVICE AT PROGRESSIVE WAY MISSION COGIC.**

[R2022-831]

WHEREAS, Pastor Dr. Edward E. Silas, Sr., an outstanding spiritual leader and member of the 37<sup>th</sup> Ward community, is celebrating his 18<sup>th</sup> anniversary as pastor of Progressive Way Mission COGIC; and

WHEREAS, The Chicago City Council has been informed of this occasion by the Honorable Emma Mitts, Alderman of the 37<sup>th</sup> Ward; and

WHEREAS, Our great city of Chicago is enriched by the presence and inspiring influence of its great religious leaders and institutions; and

WHEREAS, In January of 2005, he was ordained and appointed to be the pastor of Progressive Way Mission by Bishop Robert R. Sanders and readily accepted this responsibility; since this time, membership and the choir has grown, and Pastor Dr. Edward E. Silas, Sr. has a vision for future program, mainly rebuilding the temple, but most importantly winning souls for Christ; and

WHEREAS, A spiritual leader with inspired and inspiring credentials, Pastor Silas, Sr. is a dynamic individual whose fervor for the Lord is contagious, whose devotion to God is exceeded only by his good works; and

WHEREAS, The Progressive Way Mission community will celebrate Pastor Dr. Edward E. Silas, Sr. and Elect Lady Delphine Silas on September 18, 2022, the theme of the celebration is "Follow the Vision With God as Your Guide" (Habakkuk 2:3); and

WHEREAS, Pastor Silas and his lovely, supportive wife, Delphine, joined by their eight children: Ebony, Bernice, Edward, Jr. (in spirit), Everette, Deven, Bonita, Dawn and Shaun will celebrate this special occasion; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby extend our gratitude and heartiest congratulations to Pastor Dr. Edward E. Silas, Sr. and Elect Lady Delphine Silas as they celebrate their 18<sup>th</sup> year at Progressive Way Mission COGIC, and express to these outstanding citizens and leaders our fervent wishes for their continuing success; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to Pastor Elder Edward E. Silas, Sr. and Elect Lady Delphine Silas.

*Presented By*

**ALDERMAN REILLY (42<sup>nd</sup> Ward):**

CONGRATULATIONS EXTENDED TO THE CHICAGO REPORTER ON 50<sup>TH</sup> ANNIVERSARY.

[R2022-953]

WHEREAS, In 1972, on the heels of the civil rights movement of the 1960s, *The Chicago Reporter* was founded by John A. McDermott, who sought to create the nation's first publication devoted to analyzing and investigating local racial issues; and

WHEREAS, The City Council has been informed of this milestone by the Honorable Brendan Reilly, Alderman of the 42<sup>nd</sup> Ward; and

WHEREAS, McDermott, active in the city's civil rights movement, saw that the era of marches and lunch counter protests had come to an end; what people needed were facts; and

WHEREAS, Since its inception, *The Reporter's* mission has been national, but the publication has always remained grounded in Chicago, a bellwether for urban policies; and

WHEREAS, In its trademark style of dispassionate but exhaustive reporting, *The Reporter* broke dozens of stories documenting widespread discrimination against African Americans in corporate hiring, city services and governmental affairs; and

WHEREAS, In 2016, *The Reporter* merged with its sister publication *Catalyst*, which for 25 years was a trusted watchdog and resource for school improvement in the city, including extensive on-the-ground reporting on a range of issues such as school choice and equity in school resources; and

WHEREAS, Throughout the years, *The Reporter's* staff have won numerous awards, including the Sigma Delta Chi Award for Public Service from the Society of Professional Journalists, the Clarion Award, dozens of Lisagor Awards, and a series of Kogan Awards from the Chicago Bar Association; and

WHEREAS, In the 50 years since its founding, *The Reporter* has continued to cover Chicago's streets, neighborhoods and institutions, confronting racial and economic inequality using the power of investigative journalism to further its mission of documenting the struggles with the burning issues of race and poverty; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby wish to honor the history, the legacy and the future of *The Chicago Reporter* and extend our most heartfelt and sincere admiration of this cornerstone of journalism excellence and its commitment to the fair and accurate treatment and representation of the diverse communities of the City of Chicago; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to *The Chicago Reporter* as a sign of our honor and respect.

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*Presented By*

**ALDERMAN REILLY (42<sup>nd</sup> Ward) And  
ALDERMAN NUGENT (39<sup>th</sup> Ward):**

**TRIBUTE TO LATE RICHARD A. MICHAEL.**

[R2022-941]

WHEREAS, Professor Richard "Dick" A. Michael, a pillar in the Illinois legal community, passed away on August 22, 2022 in Summerville, South Carolina at the age of 89; and

WHEREAS, The Chicago City Council has been informed of Professor Michael's passing by the Honorable Brendan Reilly, Alderman of the 42<sup>nd</sup> Ward; and

WHEREAS, Whether it was writing the Illinois Rules of Civil Procedure or teaching them to generations of law students, Professor Michael has left an indelible impact on the Illinois legal community; and

WHEREAS, Affectionately known by his colleagues and students as "the RAM" -- not only for his initials, but also for his ability to drill the standards for a 12(b)(6) motion into his students' heads -- Professor Michael's teaching style often caused many a 1L to perspire, but his friendly demeanor lives in all of their memories anytime they hear the words "sorry Charlie"; and

WHEREAS, Professor Michael, always a north sider at heart, grew up on Balmoral Avenue and graduated from St. George's High School before receiving his bachelor of science from Loyola University in 1955 and graduating from Loyola University Chicago School of Law in 1958; Professor Michael subsequently obtained a master of laws from the University of Illinois in 1960; and

WHEREAS, Professor Michael answered his nation's call, serving honorably in the U.S. Army as a second lieutenant and later in the Army Reserves; and

WHEREAS, He began his teaching career at the Loyola University New Orleans College of Law, recruited to New Orleans by Father William Kenealy, an outspoken integrationist; while in New Orleans, he advised the Louisiana legislature as it took on desegregation in the early 1960s; and

WHEREAS, In the 1960s, Professor Michael returned to Illinois and ultimately led the Appellate Division of the Illinois Attorney General's office under then Attorney General William Clark; he frequently argued before the Illinois Supreme Court and United States Supreme Court -- often unsuccessfully, as he was quick to point out; and

WHEREAS, Professor Michael ultimately spent over 50 years on the faculty at Loyola University Chicago School of Law; he was the preeminent authority on Illinois Civil Procedure, authoring West's *Illinois Civil Procedure Before Trial* and dozens of articles on numerous aspects of the law; he was a professor and mentor to three generations of lawyers and a dear friend to many; while teaching law he also served as the general counsel to Loyola University Chicago and the Loyola University Medical Center; and

WHEREAS, The Catholic Lawyers Guild of Chicago named Professor Michael as the Catholic Lawyer of the Year in 2005; and

WHEREAS, Professor Michael loved visiting Europe in the summer, especially the vineyards of Bordeaux, as well as winter break in Hawaii, with his beloved Mary; a lifelong Chicago Cubs and Bears fan, his booming voice heckling in full paragraphs will be missed by many; and

WHEREAS, Professor Michael was most at home in front of a class of students, and his happiest days were spent leading a class through the intricacies of civil procedure or federal jurisdiction and thereafter leading them in a drink at the nearby Flapjaws' Saloon, generally with a Macanudo cigar in hand and a thousand stories at the ready; and

WHEREAS, He was preceded in death by his beloved wife, Mary Mathewson Michael, with whom he shared a wonderful life. Mary's family became his family, and his loss is felt most deeply by his grandson, Mark C. Mathewson; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, gathered here this 21<sup>st</sup> day of September 2022, do hereby extend our most heartfelt condolences to the family and friends of Professor Richard Michael; and

*Be It Further Resolved*, That a suitable copy of this resolution be prepared and presented to the family of Professor Richard Michael as a sign of our honor and respect.

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*Presented By*

**ALDERMAN CAPPLEMAN (46<sup>th</sup> Ward):**

**RECOGNITION OF PAUL M. LISNEK AND DECLARATION OF JUNE 19, 2023 AS  
"PAUL LISNEK DAY" IN CHICAGO.**

[R2022-942]

WHEREAS, Paul M. Lisnek, J.D., Ph.D. has dedicated his life and career to educating others, giving back to his community and passionate interests, and encouraging others to do the same; and

WHEREAS, He believes that, fundamentally, when we receive gifts and achieve success from our education and professional pursuits, that each of us should make a considerable effort during our lives to create a better community, state and nation for all; and

WHEREAS, Dr. Paul M. Lisnek believes in making a difference by giving back and helping others to follow in the footsteps of success, and he models that life philosophy every day in a variety of ways and through a multitude of means; and

WHEREAS, Paul grew up in Skokie, Illinois and, after completing his education at the University of Illinois at Urbana-Champaign, has lived and worked in the City of Chicago for his entire adult life, with no plans to ever leave this city he calls home; and

WHEREAS, Acknowledging that his significant success is owed to his educational background and related interests, Paul has long dedicated and prioritized his time and financial resources to make a difference for others in those very areas; and

WHEREAS, He demonstrated early signs of his leadership ability by serving as president of the student body at Niles North High School in Skokie, Illinois, which is something never achieved by any student; and

WHEREAS, Paul served as the student representative to the Parent-Teacher-Student Association, including serving as chairperson of the Critical Ways and Means Committee, and was honored with Paul Lisnek Day at the school prior to his graduation; and

WHEREAS, He was voted "Most Likely to Succeed" and "Friendliest Male", and delivered the keynote address at his class graduation in 1976, and was later invited back by the principal the following year to be a "surprise" homecoming speaker; and

WHEREAS, Paul attended the University of Illinois at Urbana-Champaign where in 1980, he earned a B.A. in communication, a B.A. in political science, and a master of arts in communication, and he completed his studies for two B.A.s in only three years and his M.A. in only one year. Paul then completed his juris doctor in 1983; and

WHEREAS, While a full-time law and Ph.D. student in 1980, Paul was the teaching assistant for a course in legal communication, and he took over the main instruction after the tenured professor suffered a heart attack in the middle of the course. Paul continued to teach the class in subsequent semesters and the class grew in size to become the second most popular class in the entire communication department. He continued to teach that class through 1985. He taught courses in public speaking, interpersonal relations, research skills, negotiation, and law and communication, and was selected as the finalist as "Best Teacher" on the entire University of Illinois Campus; and

WHEREAS, Dr. Paul Lisnek is best known today for his respected and popular work on television and radio focusing on politics, law and theater; and

WHEREAS, Paul began his professional career as a practicing lawyer in 1983 at the law firm of Johnson, Cusack and Bell and was pried away to join an off-shoot firm after two years called O'Connor and Schiff, where he stayed until he was invited to apply for an academic position; and

WHEREAS, In 1986, Paul applied for and was hired as an assistant dean and lecturer in law at Loyola School of Law, where it is believed he was among the youngest people to ever serve in a dean role (at age 26). He took on teaching duties including courses in litigation, negotiation, interviewing, counseling and ethics. He remained in this position until 1992. Paul also advised and counseled all law students in the areas of career and professional development; and

WHEREAS, During his years as an academic, Paul also served as a visiting professor for several summers at Pepperdine University School of Law in the Institute for Conflict Resolution; he also taught numerous courses in Chicago at both Loyola University's School of Communication and DePaul University's Department of English and Communication; and

WHEREAS, In 1987, Paul became interested in the newly burgeoning field called jury or trial consulting. Paul became one of the very first (at that time) trial consultants holding both a Ph.D. and law degree. He was affiliated with consulting firms that took many noteworthy cases such as the O.J. Simpson cases (both criminal and civil), White Water, legendary music producer Phil Spector, alleged priest abuse cases, the Hollywood Madame Heidi Fleiss, and Casey Anthony (the "Tot Mom" case), among many other criminal and civil matters. Paul continues to be affiliated with Decision Analysis, Inc. based in Los Angeles; and

WHEREAS, It was during his work on the O.J. Simpson case that Paul was contacted and hired by NBC News to serve as their on-air jury expert appearing almost daily on the "Today Show", "Nightly News" and other NBC, CNBC and MSNBC (a new network at the time) programs; and

WHEREAS, During these years in academia, Paul believed it was important to give back to the profession and was appointed a disciplinary commissioner serving on the Illinois Attorney Registration and Disciplinary Commission, a body he served on for 25 years including serving many years as chair of its Inquiry Panel; and

WHEREAS, Paul was a member of the American Bar Association, Illinois and Chicago bar associations and joined the talented team of lawyers and judges who performed in the legendary "Christmas Spirits Bar Show", being one of only a few performers who earned lead solos after only one year in the show (unheard of in the highly competitive group); and

WHEREAS, Within the trial consulting profession, Paul always believed it was important to better the profession. Therefore, he joined the board of the American Society of Trial Consultants. Paul eventually served two terms as its president, and was responsible for the association creating and adopting its first ever code of ethics and professional responsibility, and the important set of organizational bylaws; and

WHEREAS, Paul believed it important to educate members of the profession and developed a variety of courses on interpersonal relations, decision making, depositions, negotiation, effective communication, public speaking and jury/trial psychology which he has presented in nearly every state in the union, Canada, and for a multitude of Fortune 50 corporations. Paul has presented hundreds of such informational and training seminars and speeches nationwide from California to Florida, New York to Texas and Hawaii and Alaska. He is also a frequently invited moderator for panels of all types and in many locations; and

WHEREAS, Given Paul's expertise in the areas of trial practice and communication, Paul was retained by the U.S. Department of Justice to train its large staff of attorneys in a variety of areas including negotiation and deposition skills. He was also appointed as a founding faculty member of the Justice Leadership Institute where he developed the course in effective communication taught to hundreds of U.S. Attorneys nationwide, including presidential appointed U.S. Attorneys, and even including instructing then serving Attorney General Eric Holder; and

WHEREAS, Paul began preparing students for success on the bar exam in numerous states by lecturing students for BarBri bar review in the areas of constitutional law, professional responsibility and the multi-state practice portion of the bar; and

WHEREAS, Paul helped create a law school preparation program for students considering or undertaking a legal education noting that success in law school is unlike any previous or alternative educational endeavor. His National Institute for Legal Education exists today as law preview and his methods and efforts have been copied by other organizations offering similar programs based on Paul's original efforts; and

WHEREAS, Among his most important accomplishments, Paul was a primary developer in the creation and growth of what is known today as the National Student Leadership Conference. The effort began in 1989 and flourishes today with a multitude of study-based courses in a variety of areas including law, medicine, engineering, education, journalism, international diplomacy and many other fields but all with an emphasis on leadership and communication skills as well. These courses are offered throughout the country and several international destinations, reaching thousands of students each year. Students study on the campuses of major educational institutions including Northwestern, Georgetown, Duke, Berkeley and many others; and

WHEREAS, Today, there are many similar opportunities and programs for young high school students; but back in 1989, what began as the National Law Camp (now the NSLC) was unheard of, the first of its kind, and garnered international attention from major newspapers and media outlets from the *New York Times* to the *Washington Post*, NBC, ABC, CBS and many other networks, and even caught the attention of several late night television hosts including Jay Leno and David Letterman; and

WHEREAS, The programs flourish today and while Paul is no longer actively involved in program planning, he has continued to appear at several sessions each summer in Chicago, Washington, D.C., New York City and other locations; and

WHEREAS, Today, Paul Lisnek is a household name throughout the City of Chicago and beyond as a result of his work covering politics, law and theater and the arts on television and radio. Paul has been called "the Dean of Illinois Politics", by Mayor Jerry Bennett (Palos Hills) as he served as the keynote speaker for the Southtown Conference of Mayors. Known today for his affiliation as "Chicago's Very Own" WGN-TV and WGN radio, Paul's career actually began many years earlier, and included both local and national affiliations; and

WHEREAS, Paul began his TV career in 1986 when he was hired to host a new local television program called "Inside Your Government", for what was then Continental Cablevision. Paul's first TV effort was a live call-in TV show featuring a variety of political and social issue guests including U.S. Senator Paul Simon among others; and

WHEREAS, When Continental Cable merged with and morphed into other cable entities including Media One and AT&T, Paul's work continued as host of a newsmagazine called *The Journal*, and as the entertainment reporter for a program called "Prime Time Chicago". In early 2002, Paul became an anchor for "Comcast Newsmakers", which features as guests, the leading political figures and social organization leaders in the Chicagoland area, Springfield, Rockford and other cities. The five minute interviews are part of Comcast's educational and informational efforts to serve the larger community. Paul anchors Newsmakers to this day, and also hosts several special event broadcasts for Comcast; and

WHEREAS, Beginning in 2010, Paul helped create and has from its inception, served as the host of *Broadway in Chicago Backstage*, a 30-minute program that features the hottest Broadway shows playing on Chicago stages. From *Billy Elliott* to *Wicked*, *Hamilton*, *Paradise Square* and *The Devil Wears Prada*, the show is recorded at the Broadway Playhouse which allows for a live studio audience which is able to ask questions of the prominent guests who join Paul on stage. From Billy Porter and Harvey Fierstein, to Steven Schwartz and the cast of *Dear Evan Hansen*, this has been an amazing opportunity for students and community members alike, one not unlike the popular show: "Inside the Actors Studio". "Backstage" weathered the pandemic and has resumed production with safety protocols in place to permit continued promotion of major Chicago theatrical productions throughout the city; and

WHEREAS, Paul's national television work began with NBC News as the network's jury expert during the O.J. Simpson criminal trial and then continued beyond that case as NBC producers respected Paul's work. It was not uncommon for Tom Brokaw to say, "Get me Lisnek tonight". Paul appeared almost daily on "The Today Show", "Nightly News", and a variety of other news programs on all NBC networks including "Geraldo" and even "Maury Povich", where a jury was selected during the show; and

WHEREAS, Paul became a frequent guest on Court TV appearing as a regular on "Cochran and Company" (hosted by Johnny Cochran) and "Cochran and Grace", beginning in the early 1990s. Paul was subsequently offered an anchor role on the network, but before he made the move to NYC, the network was sold and all offers were pulled. Yet, Paul was told he was one of the best guests and hosts the network had ever seen. Johnny Cochran told the new owners, "If you take care of anyone, take care of Paul Lisnek!"; and

WHEREAS, Paul also served as a frequent expert guest on a multitude of television and radio stations throughout the country and abroad discussing the current legal and political issues of the day. He continues to make guest appearances on national radio programs today; and

WHEREAS, Beginning in 2007, Paul was a regular guest featured on many WVON radio programs including regular spots on the popular "Cliff Kelley Show". In 2008, Paul was hired to host his own radio program, "The Paul Lisnek Show", as the only Caucasian host on the otherwise all African American station because he impressed owner Melody Spann Cooper so much that she decided to bring him on board. His show remained among the most popular shows through its run; and

WHEREAS, Paul's primary role on WGN-TV began in 2008 following a guest appearance on the number one rated WGN Morning News to discuss his then new book, *The Hidden Jury*. He was hired shortly thereafter as the political analyst for WGN-TV and CLTV appearing on all news programs discussing political and legal matters, a role he continues to hold to this day; and

WHEREAS, In 2010, the news director created a show for Paul seen nightly on CLTV called "Politics Tonight". First, promised that the show would be given a trial of three months, the show proved so popular that it remained on the air for 10 years at which time, the new owners of WGN-TV decided to shut down CLTV. At that time, while many other hosts and anchors lost their jobs, Paul was retained and provided with a new weekly political show called "WGN-TV Political Report", which continues to enjoy popularity and great ratings success to the current day. Paul also appears every Friday evening on the WGN-TV Evening News at 9:00 P.M. to review the politics of the previous week; and

WHEREAS, Paul's interviews have included presidential candidates, governors, congressmen, state senators and representatives, City of Chicago mayors and aldermen. To be sure, there is hardly a politician in the state who does not know and admire the work of Paul Lisnek; and

WHEREAS, Paul also serves as a fill-in host on WGN radio, having worked many time slots from 5:00 A.M. until 10:00 P.M., weekdays and weekends. Paul was told by executive Mary Boyle that he remains a top fill-in choice; and

WHEREAS, Paul also hosts the popular WGN Radio podcast called "Paul Lisnek Behind the Curtain", which features the hottest figures in theater, arts, entertainment and politics, including top authors; and

WHEREAS, Paul relied on his on-air experience to help bring focus and interest to many public political debates he has moderated, including one for mayor of the City of Chicago prior to the 2019 election, and one for alderman of the 44<sup>th</sup> Ward in 2011, among others; he also moderates many political panels; and

WHEREAS, Paul's work in television has been recognized with more than 15 Emmy Awards, Beacon Awards, Telly (Silver and Bronze) Awards, Chicagoland Cable Awards, and Communicator and WIC Awards. In addition, several additional nominations for Emmy Awards were made reflecting the consistent excellence of Lisnek's work on television; and

WHEREAS, The 96<sup>th</sup> Illinois General Assembly of the House of Representatives honored Paul's television work by passing a resolution commemorating his "efforts, dedication and hard work" (sponsored by Representative Patricia Bellock); and

WHEREAS, Through the years, Paul has authored many academic/scholarly articles and 15 books. Thirteen of those books concern critical skills for success such as negotiation, communication and success in law school and the law; and

WHEREAS, Paul's latest two books took him to adventure in the world of mystery fiction writing *Assume Guilt*, and *Assume Treason*, both utilizing Chicago as its setting and home for the main characters; and

WHEREAS, *Assume Treason* was awarded the Indie Award for Best Fiction Finalist in 2022. As one reviewer of *Assume Guilt* noted, reading Paul's book is like taking a bus down Michigan Avenue with all the familiar references to the city and its neighborhoods. His works of fiction have truly been a love note to his hometown city; and

WHEREAS, Pets and animals have always been close to Paul's heart. Every year, he donates significant dollars to a multitude of animal care and welfare organizations based in Chicago (including Animal Care and Control) and also nationwide. But specifically, his efforts here in Chicago have been significant. For PAWS Chicago, Paul donated funds for which he was recognized with the naming of the Adoption Center Reception area in his honor, and then the honor was transferred to a dog adoption room and the staff volunteer office, both of which are adorned with numerous portraits of Paul's beloved pets. In addition to annual giving, Paul has included critical animal shelters in his estate plans for future benefit and endowment; and

WHEREAS, Paul has also provided significant assistance to Anti-Cruelty Society where Paul's funding led to the naming of the dog adoption room with several family portraits adorning the wall, the outside memorial and tribute wall, and an adoption room as well. Paul continues to dedicate time and money to the important work of ACS. For example, Paul has for many years donated his time to emcee annual galas and other events for shelters like Anti-Cruelty Society to assist in their fundraising efforts; and

WHEREAS, The theatrical and related arts are very dear to Paul's heart. It is another of his passions which commands his time and financial support. His efforts are present in many Chicago-based theaters (including Goodman, Steppenwolf, Victory Gardens, Lookingglass and Black Ensemble Theatre) with the naming of numerous seats in his honor and in honor of his family and especially his pets. Beyond the seat naming, The Black Ensemble Theatre was gifted funds for the naming of the Paul M. Lisnek Bar and Concession Stand;

The Auditorium Theatre of Chicago recognized Paul's funding by permanently naming two concession stand areas in the main lobby, and including him on plaques noting his assistance with elevator reconstruction as well as a prominent location as one of the top donors for the Auditorium Theatre Memory Wall; and

WHEREAS, Paul has also been a consistent contributor to countless medium- and small-sized theaters to keep them functioning, and made several donations to efforts initiated during Covid to assist actors and other theater staff out of work; and

WHEREAS, Paul has for many years donated his time to emcee annual galas and other events for many theaters to assist in their fundraising efforts. Also, in addition to annual giving, Paul has included numerous theaters in his estate plans for future benefit and endowment; and

WHEREAS, As one of the larger donors to the museum, Paul's funding covered the purchase and installation of the air conditioning system for the museum and his efforts were recognized with the creation of the Paul M. Lisnek Gallery, a permanent exhibit honoring Paul's work in television and radio, which also showcases a number of authentic items from Paul's TV and radio personal memorabilia collection; and

WHEREAS, Paul has also consistently helped to fund many healthcare-related organizations in the city, even when others began to decrease their support. In fact, one year, Paul received a letter of appreciation from Dr. Stan Sloan of Chicago House noting that donations had significantly decreased because many people believed the AIDS crisis had ended, but Sloan noted that Paul's important support continued throughout the years allowing Chicago House to pursue its mission; and

WHEREAS, Paul wanted to support the permanent recognition of the essential efforts of the LGBTQ community, and he offered to be the sole sponsor of the Legacy Project's permanent tribute to the legendary Josephine Baker which stands today on Halsted Street just north of Addison Street; and

WHEREAS, Paul also has given support to Honor Flight Chicago by producing with Comcast, an Emmy Award winning special that followed three World War II vets for their special day in Washington. Paul was so moved by the experience, he took his own father for his day of honor prior to his death to see the U.S. Capitol, which he had never seen before; and

WHEREAS, Among Paul's other specials are one focused on the creation and opening of the Illinois Holocaust Museum and Education Center. Also, an Emmy Award winning production, Paul continues to support the museum and whenever he sees Governor JB Pritzker, the governor always brings up their work together during that important Illinois museum opening; and

WHEREAS, To recognize his thanks to the University of Illinois at Urbana-Champaign for all his education from this institution, Paul has made several lasting gifts to the university and many of its entities including: the naming of the coffee/refreshment restaurant and two faculty conference rooms in the recently totally renovated Lincoln Hall (an effort which former Governor Pat Quinn noted personally in a conversation with Paul); and

WHEREAS, Paul has also endowed a future professorial chair in law and communication to the Communication department with a dedicated fund of \$1 Million; and

WHEREAS, The naming of the Million Volume permanent exhibit adorns a hallway in the university's main library for which a special reception was held in Paul's honor and two plaques greet visitors who walk through the exhibit. In addition, Paul continues to fund various rare book and resource purchases desired by the library system; and

WHEREAS, The creation of the Paul M. Lisnek Award for Trial Advocacy and Ethics at the University of Illinois College of Law is an endowed and permanent award given to several students each year through a competition. It has become an important designation for students to receive, and Paul drives down each year to personally greet the students and present the awards. Paul is also a member of the important John Cribbet Society for the law school and has assisted with the building's capital campaign; and

WHEREAS, Paul served as the financial sponsor of the Department of Communication's trial advocacy team among other projects; and

WHEREAS, For his dedication to the University of Illinois, Paul has been recognized through the years with numerous alumni awards from the College of Law, School of Communication and the university itself; and

WHEREAS, In 2008, Paul was named an honorary Kentucky Colonel by then Governor Steve Bashir of the Great Commonwealth of Kentucky, following a nomination by a local judge and subsequent vetting. This notable honor puts Paul in the company of other honorary colonels like Muhammad Ali, Arthur Ashe, Fred Astaire, Warren Buffet, George H.W. Bush, Jimmy Carter, Winston Churchill, Bill Clinton, Walt Disney, John Glenn and Whoopi Goldberg, among other notables; and

WHEREAS, In addition, Paul's caricature portrait hangs on the celebrity wall of Patterino's restaurant downtown, proudly on the wall of Harry Caray's restaurant on Kinzie Street, and in other restaurant and commercial locations in Chicago, Deerfield and even Geneva, Illinois; and

WHEREAS, Paul M. Lisnek, J.D., Ph.D. has dedicated his career and life to the betterment of his Chicago community and the state of Illinois, with an impressive effort to educate and providing guidance for countless young people and adult professionals throughout the country and around the world; and

WHEREAS, Through his almost omnipresence on television and radio, the large number of authored books, countless speeches, seminars, training, and by volunteering significant time and plentiful and meaningful donations through the years to fund a multitude of

important organizations, institutions and entities, Paul's life has been and continues to be one dedicated to making a difference. A difference that makes life better for others, provides opportunities for others (both human and animal), and hopefully motivates others in the community to walk in his footsteps to do the same in their own life; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby call for honoring Paul Lisnek as an exemplary Chicagoan; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Paul Lisnek as a gift of gratitude from the City of Chicago honoring all the work he has done to advocate for others; and

*Be It Further Resolved*, We declare June 19, 2023 to be "Paul Lisnek Day" in the City of Chicago.

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*RECOGNITION OF BERNEICE MILLS-THOMAS FOR SERVICE AS EXECUTIVE DIRECTOR OF NEAR NORTH HEALTH SERVICE CORPORATION.*

[R2022-920]

WHEREAS, Ms. Berneice Mills-Thomas has championed quality healthcare for Chicago residents for more than 30 years; and

WHEREAS, Ms. Mills-Thomas became executive director of Near North Health Service Corporation (Near North), a network of federally-qualified health centers that provide access to quality health care to improve the health and well-being of the diverse populations and communities it serves; and

WHEREAS, Ms. Mills-Thomas has established Near North as a premier healthcare leader throughout the city under her leadership. Near North has undergone tremendous expansion from one primary care site to nine. The network has become one of Chicago's largest providers of community-based primary health care, with more than 45,000 patients originating from 130 different zip codes; and

WHEREAS, Ms. Mills-Thomas serves on the boards of the Alliance of Chicago Community Health Services, the National Association of Community Health Centers, the Southside Health Collaborative, the My Care Chicago Network, the Illinois Primary Health Care Association, and C Quest America, Inc.; and

WHEREAS, Ms. Mills-Thomas extensive portfolio of work in healthcare and community advocacy has won her numerous local and national accolades; now, therefore,

*Be It Resolved*, That we, the Mayor and members of City Council of the City of Chicago, assembled this September 21, 2022, do hereby join with families, communities and faith-based leaders in recognition of Berneice Mills-Thomas.

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**CONGRATULATIONS EXTENDED TO EMILY REUSSWIG AND PATRICK WHALEN ON UPCOMING MARRIAGE AND DECLARATION OF OCTOBER 14, 2022 AS "PATRICK WHELAN AND EMILY REUSSWIG DAY" IN CHICAGO.**

[R2022-943]

WHEREAS, Emily Reusswig is the daughter of Dave and Sara Reusswig; and

WHEREAS, Patrick Whalen is the son of Jim and Laura Whalen; and

WHEREAS, It was written in the stars for Emily Reusswig and Patrick Whalen to attend a party on New Year's Eve 2012 where they had their first conversation with one another; and

WHEREAS, It was a few weeks later when they realized they shared many interests, including the radio program "Wait, Wait, Don't Tell Me", the news of the day, and theatre; and

WHEREAS, They became lifelong partners through their shared love of civics, culture, theatre and learning about people and places; and

WHEREAS, They adopted their sunflower, Suzie (short for Black-Eyed Susan) in 2018 and moved to their home in the Uptown neighborhood in 2021; and

WHEREAS, Emily and Patrick will be joined in matrimony on October 14, 2022 at Northerly Island Park; now, therefore,

*Be It Resolved*, That we, the Mayor and members of the City Council of the City of Chicago, assembled this 21<sup>st</sup> day of September 2022, do hereby call for honoring Emily Reusswig and Patrick Whalen for their upcoming marriage; and

*Be It Further Resolved*, That a suitable copy of this resolution be presented to Emily and Patrick as a gift of gratitude for all the ways they have both given back to their City of Chicago; and

*Be It Further Resolved*, We declare October 14, 2022 to be "Patrick Whalen and Emily Reusswig Day" in the City of Chicago.

*Presented By*

**ALDERMAN OSTERMAN (48<sup>th</sup> Ward):**

**TRIBUTE TO LATE JOYCE DUGAN.**

[R2022-954]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the passing of Joyce Dugan; and

WHEREAS, Joyce Dugan departed this present life on Sunday, August 7, 2022; and

WHEREAS, The City Council has been notified of her passing by the Honorable Harry Osterman, Alderman of the 48<sup>th</sup> Ward; and

WHEREAS, A longtime community leader in the 48<sup>th</sup> Ward, Mrs. Dugan served as president of Uptown United and as an assistant to Alderwoman Mary Ann Smith; and

WHEREAS, As a volunteer at vital community organizations including Sarah's Circle, Mrs. Dugan helped women find resources and improve their lives; and

WHEREAS, Mrs. Dugan actively worked with both the Lakewood Balmoral Residents Council and residents at the Admiral; and

WHEREAS, Joyce Dugan's contributions to the 48<sup>th</sup> Ward are immeasurable, and her work is representative of a steadfast love for her community rooted in the 48<sup>th</sup> Ward; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of September 21, 2022, do hereby express our sorrow on the death of Joyce Dugan and extend to her family and friends our deepest sympathy; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the family of Joyce Dugan as a token of our sympathy.

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**CONGRATULATIONS EXTENDED TO U.S. COAST GUARD COMMANDER ERNEST T. MAXEY ON 100<sup>TH</sup> BIRTHDAY.**

[R2022-955]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the birthday of U.S. Coast Guard Commander Ernest T. Maxey, retired; and

WHEREAS, Commander Maxey, retired, will be celebrating his 100<sup>th</sup> birthday on October 1, 2022; and

WHEREAS, The City Council has been notified of his birthday by the Honorable Harry Osterman, Alderman of the 48<sup>th</sup> Ward; and

WHEREAS, Commander Maxey, retired, was born in Woodlawn, Chicago on October 1, 1922, and attended Tilden High School before matriculating to Chicago's Roosevelt University to receive a degree in business administration; and

WHEREAS, In 1942, Commander Maxey, retired, enlisted in the United States Coast Guard, where he served in Connecticut and New York before his transfer to the USS General W.H. Gordon to deploy overseas, ultimately being promoted to signalman second class; and

WHEREAS, Following his honorable discharge in 1945, Commander Maxey, retired, worked as state director of Chicago's South End Junior Chamber of Commerce, then returned to the U.S. Coast Guard, where he was stationed on the USCGC Mackinaw and promoted from chief warrant officer to lieutenant commander, and then to commander; and

WHEREAS, Commander Maxey, retired, spent his time as a civilian dedicated to service, serving on the Chicago Park District Police Department, where he was promoted to detective; and

WHEREAS, Commander Maxey, retired, continued his career to public service by supporting the State of Illinois first as an accountant and then as a revenue audit supervisor; and

WHEREAS, Commander Maxey, retired, and his wife, Alma, are residents of the 48<sup>th</sup> Ward, and he is the beloved father of Michelle Margo Maxey, Donna Maxey, Veronica Maxey-Suhr and Stephen Maxey, and of the late Ernest Maxey, Jr. and Theodore Maxey; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of September 21, 2022, do hereby wish the happiest of birthdays to Commander Ernest Maxey, retired; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Commander Maxey, retired, as a token of our well wishes.

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**CONGRATULATIONS EXTENDED TO NICHOLAS SENN HIGH SCHOOL CLASS OF 1957 ON 65<sup>TH</sup> REUNION.**

[R2022-956]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the 65<sup>th</sup> reunion of the Nicholas Senn High School's Class of 1957; and

WHEREAS, The Senn High School Class of 1957 will reunite on September 21, in honor of the 65<sup>th</sup> anniversary of their graduation; and

WHEREAS, The City Council has been notified of this reunion by the Honorable Harry Osterman, Alderman of the 48<sup>th</sup> Ward; and

WHEREAS, The Senn High School Class of 1957 has stayed connected since their graduation 65 years ago, a remarkable testament to the unifying friendship and community fostered by their education at Nicholas Senn High School; and

WHEREAS, Alumni of Senn High School have continued their connection to the school by supporting the arts programs, which initiated a connection with current Senn students, from the class of 2023 to the class of 2026, to be involved in this reunion; and

WHEREAS, A cover band comprised of current Senn High School students, including students in the Electroacoustic Performance Pathway program, an enriching new program established with the goals of collaboration and immersion in contemporary music-making strategies, will take part in the celebration of this reunion; and

WHEREAS, Musicians from Senn will be led by Trevor Nicholas, the director of vocal ensembles at Senn High School and a finalist for the 2022 Music Educator Grammy Award, who continues his meaningful work by engaging students with the cutting edge of musical innovation; and

WHEREAS, The 65<sup>th</sup> reunion of the Senn Class of 1957 will be an opportunity for alumni to gather in fellowship and reminiscence as they celebrate their time at Senn High School alongside another generation of remarkable Senn students; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of September 21, 2022, do hereby express our congratulations to the Nicholas Senn High School Class of 1957 on their 65<sup>th</sup> reunion, and extend to the alumni, their family and friends our hope for a meaningful celebration; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to the alumni organizers of this reunion as a token of our celebration.

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**CONGRATULATIONS EXTENDED TO EDWARD J. ZERANG ON 90<sup>TH</sup> BIRTHDAY.**  
[R2022-957]

WHEREAS, The members of the City Council of Chicago wish to recognize the many accomplishments and the birthday of Edward J. Zerang; and

WHEREAS, Mr. Zerang will be celebrating his 90<sup>th</sup> birthday on November 2, 2022; and

WHEREAS, The City Council has been notified of his birthday by the Honorable Harry Osterman, Alderman of the 48<sup>th</sup> Ward; and

WHEREAS, Edward (Eddie) J. Zerang was born on November 2, 1932 in Urmia, Iran and began his journey to America on August 10, 1952, before arriving in Chicago on September 22, 1952; and

WHEREAS, Mr. Zerang attended St. Gregory High School and graduated in 1953; and

WHEREAS, On December 28, 1957, Mr. Zerang married the love of his life, Suzy G. Yonan, with whom he started a family of four children -- Michael, Mark, Paul and Steve -- that resided in the 48<sup>th</sup> Ward for over 50 years; and

WHEREAS, Mr. Zerang is the beloved grandfather of Liliana, Maggie, Sameera, Veena, Jonathan, Nikolas and Joseph, and the cherished great-grandfather of Millie and James; and

WHEREAS, Mr. Zerang has welcomed all to his home to experience the food and the music of the Assyrian culture and has been a model citizen and has mentored many on how to be a loving, caring human being; now, therefore,

*Be It Resolved*, That we, the Mayor and the members of the City Council of the City of Chicago, gathered here this day of September 21, 2022, do hereby wish the happiest of birthdays to Mr. Zerang; and

*Be It Further Resolved*, That suitable copies of this resolution be presented to Mr. Zerang as a token of our well wishes.

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## **MATTERS PRESENTED BY THE ALDERMEN.**

***(Presented By Wards, In Order, Beginning  
With The First Ward)***

Arranged under the following subheadings:

1. Traffic Regulations, Traffic Signs and Traffic-Control Devices.
2. Zoning Ordinance Amendments.
3. Claims.
4. Unclassified Matters (arranged in order according to ward numbers).
5. Free Permits, License Fee Exemptions, Cancellation of Warrants for Collection and Water Rate Exemptions, Et Cetera.

1. *TRAFFIC REGULATIONS, TRAFFIC SIGNS  
AND TRAFFIC-CONTROL DEVICES.*

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*Referred* -- ESTABLISHMENT OF LOADING ZONES ON PORTIONS OF ARCHER AVE.

Alderman Tabares (23<sup>rd</sup> Ward) presented proposed ordinances to establish loading zones on portions of Archer Avenue, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

South Archer Avenue, at 5713 -- 20 feet -- 10:00 A.M. to 12:00 A.M. -- Monday through Saturday and 11:00 A.M. to 12:00 A.M. -- Sunday;

[O2022-2890]

West Archer Avenue, at 6842 -- 20 feet -- 6:00 A.M. to 6:00 P.M. -- Monday through Friday.

[O2022-2891]

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*Referred* -- ESTABLISHMENT OF ONE-WAY SOUTHBOUND VEHICULAR TRAFFIC MOVEMENT ON PORTION OF S. ELLIS AVE.

[Or2022-222]

Alderman Harris (8<sup>th</sup> Ward) presented a proposed order to change the direction of vehicular traffic movement from one-way northbound to one-way southbound on South Ellis Avenue, from 9100 to 9300, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- AMENDMENT OF VEHICULAR TRAFFIC MOVEMENT.

The aldermen named below presented proposed ordinances to amend vehicular traffic movement on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location And Direction

**RODRIGUEZ**  
(22<sup>nd</sup> Ward)

South Keeler Avenue, from West 25<sup>th</sup> Place to West 33<sup>rd</sup> Street, and from West Ogden Avenue to West Cermak Road -- one-way southbound, except bicycles;

[O2022-2870]

**TABARES**  
(23<sup>rd</sup> Ward)

Amend ordinance passed by the City Council by striking therefrom: "West 57<sup>th</sup> Place, from South Springfield Avenue to South Hamlin Avenue -- two-way eastbound and westbound" and inserting in lieu thereof: "West 57<sup>th</sup> Place, from South Springfield Avenue to South Hamlin Avenue -- one-way eastbound";

[O2022-2645]

Amend ordinance passed by the City Council by striking therefrom: "West 57<sup>th</sup> Place, from South Springfield Avenue to South Hamlin Avenue -- two-way eastbound and westbound" and inserting in lieu thereof: "West 57<sup>th</sup> Place, from South Springfield Avenue to South Hamlin Avenue -- one-way westbound";

[O2022-2892]

Amend ordinance passed by the City Council by striking therefrom: "West 58<sup>th</sup> Street, from South Springfield Avenue to South Hamlin Avenue -- two-way eastbound and westbound" and inserting in lieu thereof: "West 58<sup>th</sup> Place, from South Springfield Avenue to South Hamlin Avenue -- one-way eastbound";

[O2022-2646]

**WAGUESPACK**  
(32<sup>nd</sup> Ward)

North Rockwell Street, from West Fullerton Avenue to West Logan Boulevard -- one-way northbound, except bicycles.

[O2022-2572]

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*Referred* -- INSTALLATION OF PARKING METERS ON PORTION OF W. LOGAN BLVD.

[O2022-2781]

Alderman Waguespack (32<sup>nd</sup> Ward) presented a proposed ordinance authorizing and directing the City Comptroller to give consideration for the installation of parking meters on the south side of West Logan Boulevard (service drive) from 3101 and 3111, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

*Referred -- PROHIBITION OF PARKING AT ALL TIMES.  
(Except For Disabled)*

The aldermen 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:

Alderman	Location And Permit Number
<i>LA SPATA</i> (1 <sup>st</sup> Ward)	North Mozart Street, at 1736 (handicapped permit parking); [O2022-2970]
	North Richmond Street, at 1922 (Handicapped Parking Permit 129546); [O2022-2969]
<i>KING</i> (4 <sup>th</sup> Ward)	South Drexel Boulevard, at 4007 (Handicapped Parking Permit 124755); [O2022-2936]
	South Ellis Avenue, at 4407 (Handicapped Parking Permit 129020); [O2022-2760]
	South Giles Avenue, at 3347 (Handicapped Parking Permit 129323); [O2022-2841]
<i>SAWYER</i> (6 <sup>th</sup> Ward)	South Calumet Avenue, at 7732 (Handicapped Parking Permit 125326); [O2022-2836]
	South Calumet Avenue, at 7950 (Handicapped Parking Permit 129606); [O2022-2827]
	South Indiana Avenue, at 7522 (Handicapped Parking Permit 129150); [O2022-2833]
	South Langley Avenue, at 8048 (Handicapped Parking Permit 103863); [O2022-2828]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52621

Alderman

Location And Permit Number

South Michigan Avenue, at 6728 (Handicapped Parking Permit 123188);  
[O2022-2834]

South Michigan Avenue, at 7314 (Handicapped Parking Permit 128458);  
[O2022-2830]

South Michigan Avenue, at 7425 (Handicapped Parking Permit 128946);  
[O2022-2832]

South Morgan Street, at 6613 (Handicapped Parking Permit 129151);  
[O2022-2837]

South Parnell Avenue, at 7116 (Handicapped Parking Permit 129098);  
[O2022-2835]

South Peoria Street, at 6532 (Handicapped Parking Permit 129071);  
[O2022-2838]

South Rhodes Avenue, at 7406 (Handicapped Parking Permit 130136);  
[O2022-2831]

South Rhodes Avenue, at 7812 (Handicapped Parking Permit 129468);  
[O2022-2840]

South St. Lawrence Avenue, at 8522 (Handicapped Parking Permit 125328);  
[O2022-2829]

South State Street, at 8219 (Handicapped Parking Permit 126927);  
[O2022-2839]

**MITCHELL**  
(7<sup>th</sup> Ward)

South Commercial Avenue, at 8111 (Handicapped Parking Permit 129843);  
[O2022-2639]

South Oglesby Avenue, at 7450 (Handicapped Parking Permit 128275);  
[O2022-2536]

Alderman

Location And Permit Number

South Oglesby Avenue, at 9111 (Handicapped Parking Permit 130109);

[O2022-2640]

*HARRIS*  
(8<sup>th</sup> Ward)

South Ellis Avenue, at 9108 (Handicapped Parking Permit 129470);

[O2022-2611]

South Greenwood Avenue, at 9040 (Handicapped Parking Permit 128003);

[O2022-2613]

South Harper Avenue, at 8814 (Handicapped Parking Permit 128905);

[O2022-2678]

South Ridgeland Avenue, at 7632 (Handicapped Parking Permit 128984);

[O2022-2612]

East 86<sup>th</sup> Street, at 1524 (Handicapped Parking Permit 129125);

[O2022-2610]

*LEE*  
(11<sup>th</sup> Ward)

South Arch Street, at 2948 (Handicapped Parking Permit 129385);

[O2022-2718]

South Emerald Avenue, at 3818 (Handicapped Parking Permit 128643);

[O2022-2765]

South Emerald Avenue, at 3821 (Handicapped Parking Permit 128185);

[O2022-2721]

South Keeley Street, at 2855 (Handicapped Parking Permit 129496);

[O2022-2763]

South Lowe Avenue, at 3758 (signs to be posted at 662 West 38<sup>th</sup> Street -- side entrance) (Handicapped Parking Permit 129588);

[O2022-2764]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52623

Alderman

Location And Permit Number

South Parnell Avenue, at 2902 (Handicapped Parking Permit 129197);  
[O2022-2719]

South Pitney Court, at 2841 (Handicapped Parking Permit 129314);  
[O2022-2766]

West Root Street, at 508 (Handicapped Parking Permit 129486);  
[O2022-2717]

South Union Avenue, at 2858 (Handicapped Parking Permit 130232);  
[O2022-2723]

South Union Avenue, at 4219 (Handicapped Parking Permit 129866);  
[O2022-2679]

West 31<sup>st</sup> Place, at 1223 (Handicapped Parking Permit 126778);  
[O2022-2722]

West 32<sup>nd</sup> Street, at 1242 (Handicapped Parking Permit 129614);  
[O2022-2762]

QUINN  
(13<sup>th</sup> Ward)

South Keating Avenue, at 6626 (Handicapped Parking Permit 129912);  
[O2022-2692]

South Komensky Avenue, at 6544 (Handicapped Parking  
Permit 130452);  
[O2022-2693]

South Lamon Avenue, at 6354 (Handicapped Parking Permit 130078);  
[O2022-2768]

South Lavergne Avenue, at 6349 (Handicapped Parking  
Permit 129884);  
[O2022-2691]

South Lawndale Avenue, at 7229 (Handicapped Parking  
Permit 129881);  
[O2022-2695]

South Moody Avenue, at 5914 (Handicapped Parking Permit 130399);  
[O2022-2694]

Alderman

Location And Permit Number

South Newcastle Avenue, at 5708 (Handicapped Parking Permit 130007);

[O2022-2699]

South Newland Avenue, at 6240 (Handicapped Parking Permit 130106);

[O2022-2770]

South Tripp Avenue, at 6804 (Handicapped Parking Permit 129922);

[O2022-2700]

West 63<sup>rd</sup> Street, at 6729 (Handicapped Parking Permit 129316);

[O2022-2769]

West 64<sup>th</sup> Place, at 5629 (Handicapped Parking Permit 130044);

[O2022-2767]

West 68<sup>th</sup> Street, at 3809 (Handicapped Parking Permit 130013);

[O2022-2696]

West 69<sup>th</sup> Place, at 3626 (Handicapped Parking Permit 130094);

[O2022-2697]

West 70<sup>th</sup> Place, at 3830 (Handicapped Parking Permit 130043);

[O2022-2698]

**BURKE**(14<sup>th</sup> Ward)

South Albany Avenue, at 5518 (Handicapped Parking Permit 126873);

[O2022-2701]

South Francisco Avenue, at 5223 (handicapped permit parking);

[O2022-2702]

South Mulligan Avenue, at 5208 (Handicapped Parking Permit 128959);

[O2022-2948]

South Sawyer Avenue, at 4525 (Handicapped Parking Permit 129281);

[O2022-2772]

South Washtenaw Avenue, at 5223 (Handicapped Parking Permit 128958);

[O2022-2947]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52625

Alderman

Location And Permit Number

West 54<sup>th</sup> Street, at 3135 (handicapped permit parking);  
[O2022-2703]

*LOPEZ*  
(15<sup>th</sup> Ward)

South Honore Street, at 5642 (Handicapped Parking Permit 130247);  
[O2022-2643]

South Rockwell Street, at 5526 (Handicapped Parking Permit 126341);  
[O2022-2641]

South Wolcott Avenue, at 5533 (Handicapped Parking Permit 129149);  
[O2022-2642]

South Wolcott Avenue, at 6514 (Handicapped Parking Permit 128042);  
[O2022-2644]

*MOORE*  
(17<sup>th</sup> Ward)

South Honore Street, at 7018 (Handicapped Parking Permit 128932);  
[O2022-2846]

South Laflin Street, at 7730 (Handicapped Parking Permit 129066);  
[O2022-2847]

South Rockwell Street, at 6821 (Handicapped Parking Permit 129059);  
[O2022-2705]

South Whipple Street, at 6352 (Handicapped Parking Permit 128866);  
[O2022-2614]

South Winchester Avenue, at 7042 (Handicapped Parking  
Permit 129133);  
[O2022-2658]

West 71<sup>st</sup> Place, at 2138 (Handicapped Parking Permit 128199);  
[O2022-2615]

*CURTIS*  
(18<sup>th</sup> Ward)

South Francisco Avenue, at 7210 (Handicapped Parking  
Permit 128684);  
[O2022-2912]

## Alderman

## Location And Permit Number

South Hoyne Avenue, at 7842 (Handicapped Parking Permit 128845);  
[O2022-2617]

West 78<sup>th</sup> Street, at 3544 (Handicapped Parking Permit 129728);  
[O2022-2564]

West 81<sup>st</sup> Place, at 3642 (Handicapped Parking Permit 130282);  
[O2022-2563]

West 83<sup>rd</sup> Street, at 3404 (Handicapped Parking Permit 126749);  
[O2022-2616]

*TAYLOR*  
(20<sup>th</sup> Ward)

South Calumet Avenue, at 6757 (Handicapped Parking  
Permit 119823);  
[O2022-2820]

South Champlain Avenue, at 6133 (Handicapped Parking  
Permit 125560);  
[O2022-2819]

*BROOKINS*  
(21<sup>st</sup> Ward)

South Emerald Avenue, at 8943 (Handicapped Parking  
Permit 129517);  
[O2022-2851]

South Halsted Street, at 8913 (Handicapped Parking Permit 129662);  
[O2022-2849]

South Laflin Street, at 9119 (Handicapped Parking Permit 130118);  
[O2022-2852]

South Morgan Street, at 8004 (Handicapped Parking Permit 128617);  
[O2022-2860]

South Peoria Street, at 8221 (Handicapped Parking Permit 129240);  
[O2022-2814]

South Perry Avenue, at 9629 (Handicapped Parking Permit 128012);  
[O2022-2862]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52627

Alderman

Location And Permit Number

South Princeton Avenue, at 9806 (Handicapped Parking Permit 128737);  
[O2022-2861]

South Union Avenue, at 8626 (Handicapped Parking Permit 128939);  
[O2022-2859]

South Wallace Street, at 8529 (Handicapped Parking Permit 126539);  
[O2022-2855]

South Wallace Street, at 8532 (Handicapped Parking Permit 126534);  
[O2022-2854]

*RODRIGUEZ*  
(22<sup>nd</sup> Ward)

South Central Park Avenue, at 3031 (Handicapped Parking Permit 129839);  
[O2022-2884]

South Harding Avenue, at 3158 (signs to be posted at 3942 West 32<sup>nd</sup> Street) (Handicapped Parking Permit 128774);  
[O2022-2877]

South Karlov Avenue, at 2816 (Handicapped Parking Permit 130127);  
[O2022-2880]

South Karlov Avenue, at 3229 (Handicapped Parking Permit 129399);  
[O2022-2883]

South Keating Avenue, at 4221 (Handicapped Parking Permit 129287);  
[O2022-2882]

South Keating Avenue, at 4317 (Handicapped Parking Permit 128647);  
[O2022-2932]

South Kilpatrick Avenue, at 4432 (signs to be posted south of fire hydrant) (Handicapped Parking Permit 128914);  
[O2022-2934]

South Kostner Avenue, at 2731 (Handicapped Parking Permit 129909);  
[O2022-2879]

South Kostner Avenue, at 2816 (handicapped permit parking);  
[O2022-2869]

Alderman

Location And Permit Number

South Laporte Avenue, at 4717 (Handicapped Parking Permit 129627);  
[O2022-2876]

South Lawler Avenue, at 4633 (Handicapped Parking Permit 129372);  
[O2022-2881]

South Lawler Avenue, at 4644 (Handicapped Parking Permit 129750);  
[O2022-2886]

South Lawler Avenue, at 4825 (Handicapped Parking Permit 129654);  
[O2022-2885]

South Ridgeway Avenue, at 2743 (Handicapped Parking  
Permit 129169);  
[O2022-2878]

South St. Louis Avenue, at 2714 (Handicapped Parking  
Permit 127423);  
[O2022-2845]

West 24<sup>th</sup> Street, at 3514 (Handicapped Parking Permit 129171);  
[O2022-2887]

**TABARES**  
(23<sup>rd</sup> Ward)

South Trumbull Avenue, at 5758 (signs to be posted at 3434 West  
58<sup>th</sup> Street) (Handicapped Parking Permit 129322);  
[O2022-2888]

**SCOTT**  
(24<sup>th</sup> Ward)

West Polk Street, at 3807 (Handicapped Parking Permit 121626);  
[O2022-2647]

**SIGCHO-LOPEZ**  
(25<sup>th</sup> Ward)

West 17<sup>th</sup> Street, at 1822 (Handicapped Parking Permit 129068);  
[O2022-2537]

**MALDONADO**  
(26<sup>th</sup> Ward)

North Avers Avenue, at 1330 (Handicapped Parking Permit 129573);  
[O2022-2545]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52629

Alderman

Location And Permit Number

West Beach Avenue, at 3521 (Handicapped Parking Permit 129696);  
[O2022-2823]

North Central Park Avenue, at 1224 (Handicapped Parking  
Permit 129632);  
[O2022-2603]

West Crystal Street, at 3324 (Handicapped Parking Permit 129378);  
[O2022-2554]

West Division Street, at 3314 (Handicapped Parking Permit 129256);  
[O2022-2558]

North Drake Avenue, at 1730 (Handicapped Parking Permit 128787);  
[O2022-2540]

North Drake Avenue, at 1744 (Handicapped Parking Permit 129375);  
[O2022-2553]

West Evergreen Avenue, at 3304 (Handicapped Parking  
Permit 128952);  
[O2022-2651]

North Francisco Avenue, at 1111 (Handicapped Parking  
Permit 129557);  
[O2022-2559]

North Harding Avenue, at 1310 (Handicapped Parking Permit 129592);  
[O2022-2544]

North Harding Avenue, at 1654 (Handicapped Parking Permit 129505);  
[O2022-2548]

West Hirsch Street, at 4249 (Handicapped Parking Permit 129925);  
[O2022-2822]

West Huron Street, at 2633 (Handicapped Parking Permit 130457);  
[O2022-2649]

North Kedvale Avenue, at 1730 (Handicapped Parking Permit 129633);  
[O2022-2547]

North Kedzie Avenue, at 1300 (Handicapped Parking Permit 129266);  
[O2022-2556]

Alderman

Location And Permit Number

North Kedzie Avenue, at 1720 (Handicapped Parking Permit 129652);  
[O2022-2602]

North Kedzie Avenue, at 2142 (Handicapped Parking Permit 29381);  
[O2022-2601]

North Kedzie Avenue, at 2142 (Handicapped Parking Permit 129381);  
[O2022-2550]

North Keeler Avenue, at 1707 (Handicapped Parking Permit 129729);  
[O2022-2821]

North Keeler Avenue, at 1729 (Handicapped Parking Permit 129033);  
[O2022-2552]

North Keystone Avenue, at 1711 (Handicapped Parking  
Permit 129591);  
[O2022-2546]

North Kildare Avenue, at 1631 (Handicapped Parking Permit 129689);  
[O2022-2604]

West Le Moyne Street, at 3405 (Handicapped Parking Permit 129285);  
[O2022-2551]

West Le Moyne Street, at 3635 (Handicapped Parking Permit 129262);  
[O2022-2557]

North Mozart Street, at 1026 (Handicapped Parking Permit 129534);  
[O2022-2549]

West Pierce Avenue, at 3403 (Handicapped Parking Permit 129193);  
[O2022-2541]

West Pierce Avenue, at 3410 (Handicapped Parking Permit 129195);  
[O2022-2539]

West Potomac Avenue, at 2631 (Handicapped Parking Permit 128722);  
[O2022-2542]

North Ridgeway Avenue, at 1443 (Handicapped Parking  
Permit 129616);  
[O2022-2543]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52631

Alderman

Location And Permit Number

North Rockwell Street, at 1021 (Handicapped Parking Permit 129270);  
[O2022-2555]

North Rockwell Street, at 1021 (Handicapped Parking Permit 129571);  
[O2022-2650]

North Spaulding Avenue, at 1741 (Handicapped Parking  
Permit 129797);  
[O2022-2844]

*ERVIN*  
(28<sup>th</sup> Ward)

West Adams Street, at 3325 (handicapped permit parking);  
[O2022-2773]

West Adams Street, at 3915 (handicapped permit parking);  
[O2022-2777]

West Jackson Boulevard, at 3506 (handicapped permit parking);  
[O2022-2774]

West Jackson Boulevard, at 4423 (handicapped permit parking);  
[O2022-2780]

West Van Buren Street, at 4309 (Handicapped Parking Permit 128827);  
[O2022-2778]

West Walnut Street, at 3510 (handicapped permit parking);  
[O2022-2775]

West Walnut Street, at 3513 (Handicapped Parking Permit 129551);  
[O2022-2776]

*TALIAFERRO*  
(29<sup>th</sup> Ward)

West Jackson Boulevard, at 5340 (handicapped permit parking);  
[O2022-2950]

North Mayfield Avenue, at 41 (Handicapped Parking Permit 129634);  
[O2022-2949]

North Mayfield Avenue, at 643 (Handicapped Parking Permit 129618);  
[O2022-2945]

Alderman

Location And Permit Number

North Meade Avenue, at 1741 (handicapped permit parking);  
[O2022-2951]

North Meade Avenue, at 1750 (Handicapped Parking Permit 105045);  
[O2022-2946]

*REBOYRAS*  
(30<sup>th</sup> Ward)

North Austin Avenue, at 2929 (Handicapped Parking Permit 128803);  
[O2022-2660]

North Hamlin Avenue, at 2948 (Handicapped Parking Permit 128916);  
[O2022-2566]

North Marmora Avenue, at 3145 (Handicapped Parking  
Permit 129666);  
[O2022-2900]

North Mason Avenue, at 2831 (Handicapped Parking Permit 129234);  
[O2022-2899]

North Parkside Avenue, at 2649 (signs to be posted at 2949 North  
Parkside Avenue) (Handicapped Parking Permit 129504);  
[O2022-2659]

West Roscoe Street, at 4742 (Handicapped Parking Permit 128980);  
[O2022-2565]

*AUSTIN*  
(34<sup>th</sup> Ward)

South Emerald Avenue, at 10349 (handicapped permit parking);  
[O2022-2574]

South Peoria Street, at 10132 (handicapped permit parking);  
[O2022-2622]

West 108<sup>th</sup> Place, at 1229 (handicapped permit parking);  
[O2022-2573]

West 112<sup>th</sup> Street, at 53 (handicapped permit parking);  
[O2022-2623]

Alderman Location And Permit Number

**RAMIREZ-ROSA**

(35<sup>th</sup> Ward) North Lawndale Avenue, at 2616 (Handicapped Parking Permit 105007);  
[O2022-2975]

North Lowell Avenue, at 2207 (Handicapped Parking Permit 128767);  
[O2022-2576]

North Monticello Avenue, at 4818 (Handicapped Parking Permit 128007);  
[O2022-2575]

**VILLEGAS**

(36<sup>th</sup> Ward) West Warwick Avenue, at 5831 (Handicapped Parking Permit 130223);  
[O2022-2711]

**MITTS**

(37<sup>th</sup> Ward) West Bloomingdale Avenue, at 4831 (handicapped permit parking);  
[O2022-2667]

West Cortez Street, at 4322 (handicapped permit parking);  
[O2022-2666]

West Cortez Street, at 4407 (Handicapped Parking Permit 129143);  
[O2022-2661]

West Cortez Street, at 5445 (Handicapped Parking Permit 129643);  
[O2022-2783]

West Fulton Street, at 5508 (Handicapped Parking Permit 129128);  
[O2022-2662]

North Latrobe Avenue, at 1103 (signs to be posted at 1620 North Latrobe Avenue) (Handicapped Parking Permit 129371);  
[O2022-2663]

North Latrobe Avenue, at 1418 (Handicapped Parking Permit 129376);  
[O2022-2665]

West Le Moyne Street, at 5110 (Handicapped Parking Permit 129698);  
[O2022-2785]

## Alderman

## Location And Permit Number

North Leamington Avenue, at 644 (Handicapped Parking Permit 126119);  
[O2022-2782]

North Leclair Avenue, at 1041 (Handicapped Parking Permit 128462);  
[O2022-2664]

West Potomac Avenue, at 4148 (Handicapped Parking Permit 129077);  
[O2022-2578]

West Potomac Avenue, at 4310 (Handicapped Parking Permit 97946);  
[O2022-2712]

West St. Paul Avenue, at 5120 (Handicapped Parking Permit 128897);  
[O2022-2577]

West Thomas Street, at 5446 (Handicapped Parking Permit 129724);  
[O2022-2784]

SPOSATO  
(38<sup>th</sup> Ward)

West Agatite Avenue, at 5235 (Handicapped Parking Permit 129446);  
[O2022-2902]

West Dakin Street, at 5404 (Handicapped Parking Permit 129631);  
[O2022-2903]

North Nordica Avenue, at 3733 (Handicapped Parking Permit 121987);  
[O2022-2904]

North Oriole Avenue, at 3716 (Handicapped Parking Permit 129530);  
[O2022-2901]

VASQUEZ  
(40<sup>th</sup> Ward)

North Fairfield Avenue, at 5839 (Handicapped Parking Permit 128235);  
[O2022-2652]

North Maplewood Avenue, at 5923 (Handicapped Parking Permit 127127);  
[O2022-2606]

9/21/2022

NEW BUSINESS PRESENTED BY ALDERMEN

52635

Alderman

Location And Permit Number

*NAPOLITANO*

(41<sup>st</sup> Ward)

West Foster Avenue, at 7018 (Handicapped Parking Permit 129229);  
[O2022-2935]

*GARDINER*

(45<sup>th</sup> Ward)

West Warwick Avenue, at 5137 (Handicapped Parking Permit 128912);  
[O2022-2607]

*HADDEN*

(49<sup>th</sup> Ward)

North Ashland Boulevard, at 6812 (Handicapped Parking  
Permit 129221);  
[O2022-2789]

West Fargo Avenue, at 1456 (Handicapped Parking Permit 129249);  
[O2022-2787]

North Hoyne Avenue, at 7409 (Handicapped Parking Permit 129089);  
[O2022-2791]

North Sheridan Road, at 6400 (signs to be posted at 6417 North  
Magnolia Avenue) (Handicapped Parking Permit 124834);  
[O2022-2788]

North Winchester Avenue, at 7351 (Handicapped Parking  
Permit 127366).  
[O2022-2790]

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*Referred* -- AMENDMENT OF PROHIBITION OF PARKING AT ALL TIMES.  
(Except For Disabled)

The aldermen named below presented proposed ordinances to amend previously passed ordinances which prohibited the parking of vehicles at all times on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman

Location And Permit Number

*LA SPATA*  
(1<sup>st</sup> Ward)

Remove Handicapped Parking Permit 104290 at 1438 North Artesian Avenue;

[O2022-2638]

*HOPKINS*  
(2<sup>nd</sup> Ward)

Repeal Handicapped Parking Permit 94651 at 227 West Eugenie Street;

[O2022-2824]

*SAWYER*  
(6<sup>th</sup> Ward)Amend Handicapped Parking Permit 128771 by striking: "Signs to be posted at 924 West 71<sup>st</sup> Street" and inserting: "Signs to be posted at 7055 South Sangamon Street";

[O2022-2826]

*HARRIS*  
(8<sup>th</sup> Ward)

Amend ordinance by striking: "South Blackstone Avenue, at 8116 (Handicapped Parking Permit 102317)";

[O2022-2562]

Amend ordinance by striking: "South Merrill Avenue, at 8023 (Handicapped Parking Permit 103964)";

[O2022-2561]

*LEE*  
(11<sup>th</sup> Ward)Repeal Handicapped Parking Permit 63753 at 845 West 33<sup>rd</sup> Place;

[O2022-2761]

Repeal Handicapped Parking Permit 92809 at 644 West 48<sup>th</sup> Place;

[O2022-2716]

*QUINN*  
(13<sup>th</sup> Ward)

Amend ordinance by striking: "South Kedvale Avenue, at 6228 (Handicapped Parking Permit 125982)";

[O2022-2687]

## Alderman

## Location And Permit Number

Amend ordinance by striking: "South Kilpatrick Avenue, at 6533  
(Handicapped Parking Permit 6381)";

[O2022-2685]

Amend ordinance by striking: "South Kostner Avenue, at 6442  
(Handicapped Parking Permit 120726)";

[O2022-2688]

Amend ordinance by striking: "South Moody Avenue, at 6238  
(Handicapped Parking Permit 28861)";

[O2022-2684]

Amend ordinance by striking: "South Newcastle Avenue, at 5839  
(Handicapped Parking Permit 102756)";

[O2022-2690]

Amend ordinance by striking: "South Parkside Avenue, at 6217  
(Handicapped Parking Permit 99226)";

[O2022-2682]

Amend ordinance by striking: "South Rutherford Avenue, at 5749  
(Handicapped Parking Permit 125760)";

[O2022-2683]

Amend ordinance by striking: "West 58<sup>th</sup> Street, at 4051  
(Handicapped Parking Permit 127643)";

[O2022-2681]

**TABARES**  
(23<sup>rd</sup> Ward)

Amend ordinance by striking: "West 55<sup>th</sup> Place, at 3815  
(Handicapped Parking Permit 97367)";

[O2022-2889]

**ERVIN**  
(28<sup>th</sup> Ward)

Amend ordinance by striking: "West Gladys Avenue, at 4348  
(handicapped permit parking)";

[O2022-2779]

**REBOYRAS**  
(30<sup>th</sup> Ward)

Amend ordinance by striking: "North Merrimac Avenue, at 2945  
(Handicapped Parking Permit MC07467)";

[O2022-2567]

Alderman Location And Permit Number

Amend ordinance by striking: "North Merrimac Avenue, at 2945  
(Handicapped Parking Permit 84356)";  
[O2022-2568]

**SPOSATO**  
(38<sup>th</sup> Ward)

Amend ordinance by striking: "West Belle Plaine Avenue, at 5305  
(Handicapped Parking Permit 118360)";  
[O2022-2907]

Amend ordinance by striking: "West Byron Street, at 5359  
(Handicapped Parking Permit 126744)";  
[O2022-2908]

Amend ordinance by striking: "North Nora Avenue, at 3605  
(Handicapped Parking Permit 121955)";  
[O2022-2905]

Amend ordinance by striking: "North Osceola Avenue, at 3726  
(Handicapped Parking Permit 44348)";  
[O2022-2906]

**SILVERSTEIN**  
(50<sup>th</sup> Ward)

Amend ordinance by striking: "North Maplewood Avenue, at 6650  
(Handicapped Parking Permit 680610)";  
[O2022-2579]

Amend ordinance by striking: "North Mozart Street, at 6507  
(Handicapped Parking Permit 42326)";  
[O2022-2624]

Amend ordinance by striking: "North Seeley Avenue, at 6633  
(Handicapped Parking Permit 89423)".  
[O2022-2580]

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*Referred* -- ESTABLISHMENT OF PUBLIC BENEFIT RESERVED DISABLED  
PARKING ON PORTION OF W. ARMITAGE AVE.

[O2022-2709]

Alderman Ramirez-Rosa (35<sup>th</sup> Ward) presented a proposed ordinance for the establishment of public benefit reserved disabled parking on West Armitage Avenue (south side) at 4053,

from a point lying 88 feet east of South Karlov Avenue (as measured along the south side of West Armitage Avenue) to a point lying 211 feet west of North Keystone Avenue, 20 feet (one parking space), to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- INSTALLATION OF "2 PERCENT RESERVED DISABLED PARKING TOW-AWAY ZONE" SIGN AT 311 W. 23<sup>RD</sup> ST.

[O2022-2898]

Alderman Sigcho-Lopez (25<sup>th</sup> Ward) presented a proposed ordinance for the installation of a "2 Percent Reserved Disabled Parking Tow-Away Zone" sign on West 23<sup>rd</sup> Street (south side) at 311, from a point 75 feet west of South Princeton Avenue to a point 50 feet west thereof, to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- INSTALLATION OF "OFFICIAL POLICE PARKING ONLY" SIGNS ON PORTION OF W. 27<sup>TH</sup> ST.

[O2022-2599]

Alderman Scott (24<sup>th</sup> Ward) presented a proposed ordinance for the installation of "Official Police Parking Only" signs on West 27<sup>th</sup> Street (both sides) from a point 20 feet of South California Avenue to a point 70 feet east thereof, to be in effect at all times, all days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred* -- INSTALLATION OF "NO PARKING TOW-AWAY ZONE EXCEPT OFFICIAL SCHOOL PERSONNEL ONLY" SIGNS ON PORTIONS OF W. 110<sup>TH</sup> PL. AND S. WESTERN AVE. AND "NO PARKING TOW-AWAY ZONE EXCEPT SCHOOL BUSES" SIGNS ON PORTION OF W. 110<sup>TH</sup> PL.

[O2022-2618]

Alderman O'Shea (19<sup>th</sup> Ward) presented a proposed ordinance for the installation of "No Parking Tow-Away Zone Except Official School Personnel Only" signs on West 110<sup>th</sup> Place (north side) from a point 30 feet east of South Western Avenue to a point 272 feet east thereof, and on South Western Avenue (east side) from a point 20 feet north of West 110<sup>th</sup> Place to a point 164 feet north thereof, to be in effect from 7:00 A.M. to 3:00 P.M.,

school days; and further, for the installation of a "No Parking Except School Buses" sign on West 110<sup>th</sup> Place (north side) from a point 330 feet east of South Western Avenue to a point 130 feet east thereof, to be in effect from 7:00 A.M. to 3:00 P.M., school days, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred --* AMENDMENT OF NO PARKING RESTRICTIONS ON PORTIONS OF VARIOUS PUBLIC WAYS.

The aldermen named below presented proposed ordinances to amend previously passed ordinances which established no parking restrictions on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
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**TABARES**  
(23<sup>rd</sup> Ward)

Amend ordinance passed by the City Council by striking therefrom: "West Archer Avenue, at 6758 (the east side of South Oak Park Avenue) -- no parking -- at all times -- all days";

[O2022-2894]

**TUNNEY**  
(44<sup>th</sup> Ward)

Repeal ordinance passed by the City Council on December 16, 2009 which established a parking prohibition on West Roscoe Street (both sides) at 830 and 831, from a point 100 feet west of North Broadway to a point 10 feet west -- at all times.

[O2022-2654]

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*Referred --* REMOVAL OF RUSH HOUR PARKING RESTRICTION ON PORTION OF W. GRAND AVE.

[O2022-2964]

Alderman Reilly (42<sup>nd</sup> Ward) presented a proposed ordinance to remove a rush hour parking restriction on West Grand Avenue, at 343 -- approximately 60 feet (public benefit), which was *Referred to the Committee on Pedestrian and Traffic Safety.*

*Referred* -- ESTABLISHMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and orders to establish residential permit parking at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
<b>COLEMAN</b> (16 <sup>th</sup> Ward)	South Campbell Avenue, from 6315 to 6358 -- Residential Permit Parking Zone 2375 -- at all times -- all days; [O2022-2816]
	South Claremont Avenue, from 6600 to 6655 -- Residential Permit Parking Zone 2376 -- at all times -- all days; [O2022-2815]
	South Troy Street, from 5901 to 5958 -- Residential Permit Parking Zone 2374 -- at all times -- all days; [O2022-2817]
	South Washtenaw Avenue, from 5700 to 5759 -- Residential Permit Parking Zone 2373 -- at all times -- all days; [O2022-2818]
<b>TABARES</b> (23 <sup>rd</sup> Ward)	South Kostner Avenue (both sides) in the 6700 block, from 6714 to 6759 and from West 67 <sup>th</sup> Street to West 68 <sup>th</sup> Street; [Or2022-262]
<b>BURNETT</b> (27 <sup>th</sup> Ward)	West Rice Street (north side) at 3300 to 3398, from the first alley east of North Homan Avenue to the second alley east thereof -- Residential Permit Parking Zone 2372 -- at all times -- all days; [O2022-2759]
<b>TALIAFERRO</b> (29 <sup>th</sup> Ward)	North Lotus Avenue (both sides) in the 0 to 99 block -- at all times -- all days; [Or2022-281]

Alderman Location, Distance And Time

North Massasoit Avenue (both sides) in the 1100 block -- at all times --  
all days;

[Or2022-282]

North Parkside Avenue (both sides) in the 1500 block -- at all times --  
all days.

[Or2022-280]

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*Referred* -- EXTENSION OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and orders for the extension of residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman Location, Distance And Time

*LEE*  
(11<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 1476 on West 15<sup>th</sup> Street and South Emerald Avenue to include 701 to 721 West 15<sup>th</sup> Street -- at all times -- all days;

[O2022-2680]

*REBOYRAS*  
(30<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 94 on the 4000 block of West Roscoe Street to include North Karlov Avenue (east side) from West Roscoe Street to the first alley north thereof -- at all times;

[O2022-2605]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

Extend Residential Permit Parking Zone 1587 to include North Bell Avenue (both sides) from 6412 to 6458 and 6413 to 6457 -- 5:00 P.M. to 9:00 A.M. -- all days;

[Or2022-223]

Alderman                      Location, Distance And Time

Extend Residential Permit Parking Zone 448 to include North Fairfield Avenue (both sides) from 6301 to 6339 and 6306 to 6342 -- 5:00 P.M. to 9:00 A.M. -- all days.

[Or2022-235]

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*Referred* -- AMENDMENT OF RESIDENTIAL PERMIT PARKING ZONES.

The aldermen named below presented proposed ordinances and orders to amend previously passed ordinances which established residential permit parking zones on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman                      Location, Distance And Time

**MALDONADO**  
(26<sup>th</sup> Ward)

Amend ordinance which reads: "North Tripp Avenue (both sides) from 1700 to 1754 -- Residential Permit Parking Zone 2252 -- 6:00 P.M. to 6:00 A.M. -- all days" by striking: "6:00 P.M. to 6:00 A.M." and inserting: "at all times";

[O2022-2538]

**CARDONA**  
(31<sup>st</sup> Ward)

Amend Residential Permit Parking Zone 1661 on West Altgeld Street (both sides) from 5000 to 5099 -- 6:00 P.M. to 6:00 A.M. by striking: "Residential Permit Parking Zone 1661" and inserting a new zone number and by striking: "6:00 P.M. to 6:00 A.M." and inserting: "at all times";

[Or2022-239]

Amend Residential Permit Parking Zone 250 on North Linder Avenue (both sides) at 2700 to 2759, from West Schubert Avenue to West Diversey Avenue -- at all times -- all days by removing from the residential permit parking zone West Parker Avenue (2732 North) to West Diversey Avenue (2800 North);

[Or2022-233]

Alderman                      Location, Distance And Time

Amend ordinance which reads: "North Lotus Avenue (both sides) in the 2800 block -- Residential Permit Parking Zone 1295" by striking: "5:00 P.M. to 7:00 A.M." and inserting: "at all times".

[O2022-2706]

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*Referred* -- REMOVAL OF RESIDENTIAL PERMIT PARKING ZONE 2269 ON PORTION OF S. SHELBY CT.

[O2022-2897]

Alderman Sigcho-Lopez (25<sup>th</sup> Ward) presented a proposed ordinance to remove Residential Permit Parking Zone 2269 on South Shelby Court, from 1901 to 1911 (alley) and from 1971 (alley) to 1999, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- ESTABLISHMENT OF SPEED LIMITATIONS ON SPECIFIED PUBLIC WAYS.

The aldermen named below presented proposed ordinances to establish speed limitations on portions of specified public ways, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman                      Location, Distance And Time

**HOPKINS**  
(2<sup>nd</sup> Ward)

West Augusta Boulevard, from North Oakley Boulevard to North Honore Street, and from North Ashland Avenue to North Noble Street -- 20 miles per hour;

[O2022-2609]

**RODRIGUEZ**  
(22<sup>nd</sup> Ward)

South Keeler Avenue, from West 33<sup>rd</sup> Street to West Cermak Road -- 20 miles per hour;

[O2022-2871]

## Alderman

## Location, Distance And Time

West 26<sup>th</sup> Street, from South Pulaski Road to South Homan Avenue --  
20 miles per hour;  
[O2022-2873]

West 28<sup>th</sup> Street, from South Kostner Avenue to South Kedzie Avenue  
-- 20 miles per hour;  
[O2022-2874]

West 30<sup>th</sup> Street, from South Kostner Avenue to South Kedzie Avenue  
-- 20 miles per hour;  
[O2022-2875]

**WAGUESPACK**  
(32<sup>nd</sup> Ward)

West Lyndale Street, from North Western Avenue to North Leavitt  
Street -- 20 miles per hour;  
[O2022-2570]

North Rockwell Street, from West Fullerton Avenue to West Logan  
Boulevard -- 20 miles per hour;  
[O2022-2571]

**OSTERMAN**  
(48<sup>th</sup> Ward)

North Broadway, from West Lawrence Avenue to West Devon Avenue  
-- 25 miles per hour.  
[O2022-2786]

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*Referred* -- AMENDMENT OF 15-MINUTE STANDING TOW-AWAY ZONE ON  
PORTION OF N. STATE ST.

[O2022-2959]

Alderman Reilly (42<sup>nd</sup> Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on April 9, 2008 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 24900) which reads as follows: "North State Street (east side) from a point 122 feet north of East Superior Street to a point 73 feet north thereof -- 15-minute standing zone -- use flashing lights -- 2:30 P.M. to 6:30 P.M. -- Monday through Friday -- tow-away zone all other times (public benefit)" by striking the above and inserting in lieu thereof: "North State Street (east side) from a point 122 feet north of East Superior Street to a point 103 feet north thereof -- 15-minute standing zone -- use flashing lights -- 2:30 P.M. to 6:30 P.M. -- Monday through Friday -- tow-away zone all other times (public benefit)", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred* -- ESTABLISHMENT OF NO PARKING TOW-AWAY ZONES.

The aldermen named below presented proposed ordinances to establish no parking tow-away zones at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
<b>BURKE</b> (14 <sup>th</sup> Ward)	South St. Louis Avenue (west side) from West 53 <sup>rd</sup> Place to West 54 <sup>th</sup> Place -- no parking tow-away zone except for official school personnel permit parking only -- 7:00 A.M. to 4:30 P.M. -- all school days; [O2022-2704]
<b>CURTIS</b> (18 <sup>th</sup> Ward)	West 79 <sup>th</sup> Street, at 2449 -- 20 feet -- 15-minute loading zone -- no parking tow-away zone -- unattended vehicles must have lights flashing -- 8:00 A.M. to 12:00 A.M. -- Monday through Saturday; [O2022-2961]
<b>O'SHEA</b> (19 <sup>th</sup> Ward)	West 113 <sup>th</sup> Street (south side) from South Western Avenue to South Rockwell Street -- no parking tow-away zone except for official school personnel only -- 7:00 A.M. to 4:30 P.M. -- school days; [O2022-2957]
<b>RODRIGUEZ</b> (22 <sup>nd</sup> Ward)	South Kolin Avenue (east side) from West 28 <sup>th</sup> Street to 2719 South Kolin Avenue -- no parking tow-away zone except for official school personnel -- 7:00 A.M. to 4:30 P.M. -- school days; [O2022-2868]
	South Lawndale Avenue (west side) at 2520 -- no parking tow-away zone -- 9:00 A.M. to 3:00 P.M. -- Sundays; [O2022-2953]
<b>SCOTT</b> (24 <sup>th</sup> Ward)	South Kilpatrick Avenue (both sides) from West Lexington Avenue to West Fifth Avenue -- no parking tow-away zone -- at all times -- all days; [O2022-2600]

Alderman

Location, Distance And Time

*REBOYRAS*  
(30<sup>th</sup> Ward)

North Kostner Avenue (east side) from 3421 North Kostner Avenue to the first alley south thereof -- no parking, no standing, tow-away zone -- at all times;

[O2022-2620]

North Kostner Avenue (west side) from 3422 North Kostner Avenue to the first alley south thereof -- no parking, no standing, tow-away zone -- at all times;

[O2022-2619]

*WAGUESPACK*  
(32<sup>nd</sup> Ward)

North Paulina Street (east side) from a point approximately 225 feet north of West Wolfram Street to a point 20 feet north thereof -- no parking tow-away zone -- at all times -- all days;

[O2022-2621]

North Wolcott Avenue (west side) from a point 40 feet north of West George Street to a point 40 feet south of West George Street -- no parking tow-away zone -- at all times;

[O2022-2569]

*REILLY*  
(42<sup>nd</sup> Ward)

West Grand Avenue, at 343 -- approximately 60 feet -- no parking tow-away zone -- 6:00 P.M. to 7:00 A.M. -- Monday through Saturday and at all times -- Sundays (public benefit);

[O2022-2956]

*TUNNEY*  
(44<sup>th</sup> Ward)

West Roscoe Street (north side) from a point 310 feet west of North Halsted Street to a point 25 feet west thereof, and West Roscoe Street (south side) from a point 308 feet west of North Halsted Street to a point 10 feet west thereof -- no parking tow-away zone -- at all times -- all days;

[O2022-2653]

*SILVERSTEIN*  
(50<sup>th</sup> Ward)

North Jersey Avenue (east side) from a point 20 feet north of West Peterson Avenue to the first alley north thereof -- no parking tow-away zone except for authorized school personnel -- 7:00 A.M. to 5:00 P.M. -- Sunday through Friday (on school days).

[O2022-2625]

*Referred* -- INSTALLATION OF "NO PARKING TOW-AWAY ZONE" SIGNS.

The aldermen named below presented proposed ordinances for the installation of "No Parking Tow-Away Zone" signs at the locations designated, for the distances and times specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location, Distance And Time
<i>HOPKINS</i> (2 <sup>nd</sup> Ward)	West Augusta Boulevard (north side) from North Leavitt Street to a point 100 feet west thereof -- 7:00 A.M. to 4:30 P.M. -- school days; [O2022-2608]
<i>HAIRSTON</i> (5 <sup>th</sup> Ward)	South Hyde Park Boulevard (south of the walkway) at 5401 -- 15-minutes -- use flashing lights -- at all times -- all days; [O2022-2657]
	South Hyde Park Boulevard (south of the driveway) at 5442 -- at all times -- all days. [O2022-2656]

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*Referred* -- AMENDMENT OF NO PARKING TOW-AWAY ZONE EXCEPT FOR AUTHORIZED SCHOOL PERSONNEL ON PORTION OF N. CALIFORNIA AVE.  
[O2022-2960]

Alderman Silverstein (50<sup>th</sup> Ward) presented a proposed ordinance to amend an ordinance passed by the City Council on February 23, 2022 (*Journal of the Proceedings of the City Council of the City of Chicago*, page 45701) by striking therefrom: "North California Avenue (west side) from a point 90 feet north of West Glenlake Avenue to a point 160 feet north thereof -- no parking tow-away zone except for authorized school personnel -- 7:00 A.M. to 5:00 P.M. -- Sunday through Friday", which was *Referred to the Committee on Pedestrian and Traffic Safety*.

*Referred* -- INSTALLATION OF TRAFFIC WARNING SIGNS.

The aldermen named below presented proposed ordinances and orders for the installation of traffic signs of the nature indicated at the locations specified, which were *Referred to the Committee on Pedestrian and Traffic Safety*, as follows:

Alderman	Location And Type Of Sign
<b>DOWELL</b> (3 <sup>rd</sup> Ward)	East 42 <sup>nd</sup> Street and South Prairie Avenue -- "All-Way Stop"; [Or2022-232]
<b>HAIRSTON</b> (5 <sup>th</sup> Ward)	South Constance Avenue and East 68 <sup>th</sup> Street -- "All-Way Stop"; [O2022-2598]
<b>SAWYER</b> (6 <sup>th</sup> Ward)	East 86 <sup>th</sup> Street at South Prairie Avenue -- "Stop"; [O2022-2535]
<b>QUINN</b> (13 <sup>th</sup> Ward)	West 55 <sup>th</sup> Street and South Mayfield Avenue -- "Three-Way Stop"; [Or2022-250]
<b>BROOKINS</b> (21 <sup>st</sup> Ward)	South Carpenter Street -- "Four-Way Stop"; [Or2022-252]
	South Wood Street and West 84 <sup>th</sup> Street -- "All-Way Stop"; [Or2022-253]
<b>RODRIGUEZ</b> (22 <sup>nd</sup> Ward)	West 49 <sup>th</sup> Street and South Leamington Avenue -- "All-Way Stop"; [O2022-2864]
	West 50 <sup>th</sup> Street and South Lawler Avenue -- "Two-Way Stop"; [O2022-2872]

West 50<sup>th</sup> Street and South Leamington Avenue -- "All-Way Stop";  
[O2022-2867]

*TABARES*  
(23<sup>rd</sup> Ward)

West 54<sup>th</sup> Street and South Linder Avenue -- "All-Way Stop";  
[Or2022-261]

West 55<sup>th</sup> Street and South Mayfield Avenue -- "All-Way Stop";  
[Or2022-251]

*BURNETT*  
(27<sup>th</sup> Ward)

West Carroll Avenue and North Hoyne Avenue -- "All-Way Stop";  
[Or2022-220]

West Carroll Avenue and North Leavitt Street -- "All-Way Stop";  
[Or2022-221]

West Scott Street and North Halsted Street -- "All-Way Stop";  
[O2022-2560]

*CARDONA*  
(31<sup>st</sup> Ward)

North Kolmar Avenue and West Wellington Avenue -- "All-Way Stop";  
[O2022-2708]

*WAGUESPACK*  
(32<sup>nd</sup> Ward)

West Fletcher Street at North Honore Street -- "Stop";  
[Or2022-228]

*VILLEGAS*  
(36<sup>th</sup> Ward)

North Nagle Avenue and West Dickens Avenue -- "All-Way Stop";  
[O2022-2710]

*NUGENT*  
(39<sup>th</sup> Ward)

North Lawler Avenue and West Catalpa Avenue -- "All-Way Stop";  
[O2022-2909]

North St. Louis Avenue and West Carmen Avenue -- "All-Way Stop";  
[O2022-2910]

Alderman	Location And Type Of Sign
<b>VASQUEZ</b> (40 <sup>th</sup> Ward)	North California Avenue and West Gunnison Street -- "All-Way Stop"; [Or2022-227]
<b>GARDINER</b> (45 <sup>th</sup> Ward)	North Melvina Avenue and West Balmoral Avenue -- "Four-Way Stop"; [O2022-2713]
<b>MARTIN</b> (47 <sup>th</sup> Ward)	North Leavitt Street and West Bradley Place -- "All-Way Stop". [O2022-2668]

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## 2. ZONING ORDINANCE AMENDMENTS.

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### *Referred* -- ZONING RECLASSIFICATIONS OF PARTICULAR AREAS.

The aldermen named below presented proposed ordinances amending the Chicago Zoning Ordinance for the purpose of reclassifying particular areas, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

#### **BY ALDERMAN KING (4<sup>th</sup> Ward):**

To classify as an RM5 Residential Multi-Unit District instead of a B3-2 Community Shopping District the area shown on Map Number 10-E bounded by:

East Oakwood Boulevard; South Cottage Grove Avenue; a line 129.6 feet south of and parallel to East Oakwood Boulevard; and a line 175 feet west of and parallel to South Cottage Grove Avenue (common address: 757 -- 773 East Oakwood Boulevard).  
[O2022-2627]

#### **BY ALDERMAN O'SHEA (19<sup>th</sup> Ward):**

To classify as a B1-1 Neighborhood Shopping District instead of an RS2 Residential Single-Unit (Detached House) District the area shown on Map Number 26-J bounded by:

West 108<sup>th</sup> Street; South Christiana Avenue; West 109<sup>th</sup> Street; and South Homan Avenue (common address: 10813 South Homan Avenue).

[O2022-2626]

3. CLAIMS.

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None.

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4. UNCLASSIFIED MATTERS.

*(Arranged In Order According To Ward Number)*

Proposed ordinances, orders and resolutions were presented by the aldermen named below, respectively, and were acted upon by the City Council in each case in the manner noted, as follows:

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Presented By

**ALDERMAN LA SPATA (1<sup>st</sup> Ward):**

*Referred* -- EXEMPTION OF WILMOT CONSTRUCTION, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2968]

A proposed ordinance to exempt Wilmot Construction, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 2934 -- 2940 West Medill 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*.

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*Referred* -- STANDARDIZATION OF NORTHEAST CORNER OF W. OHIO ST. AND N. WOLCOTT AVE. AS "GODFATHER OF STREET DANCE ADOLFO 'SHABBA DOO' QUINONES WAY".

[O2022-2966]

Also, a proposed ordinance directing the Commissioner of Transportation to take the

necessary action for the standardization of the northeast corner of the intersection of West Ohio Street and North Wolcott Avenue, as "Godfather of Street Dance Adolfo 'Shabba Doo' Quinones Way", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN HOPKINS (2<sup>nd</sup> Ward):**

*Referred --* RENAMING OF PORTION OF N. DOMINICK ST. AS "NORTH THROOP STREET".

[O2022-2676]

A proposed ordinance calling for the renaming of North Dominick Street, from West Webster Avenue to West Armitage Avenue, as "North Throop Street", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* APPROVAL OF LINCOLN YARDS NORTH RESUBDIVISION.

[O2022-2919]

Also, a proposed ordinance directing the Commissioner of Transportation or her designee to approve the Lincoln Yards North Resubdivision generally bounded by West Webster Avenue, North Dominick Street, North Kingsbury Street and the North Branch of the Chicago River, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* VACATION OF PORTIONS OF PUBLIC WAYS WITHIN AREA BOUNDED BY N. ELSTON AVE., W. DICKENS AVE., N. SOUTHPORT AVE. AND W. WILLOW ST.

[O2022-2921]

Also, a proposed ordinance authorizing the vacation of a portion of a north/south 16-foot-wide public alley, a portion of an east/west 16-foot-wide public alley, a portion of the 66-foot right-of-way of North Dominick Street, a portion of the 66-foot right-of-way of

West McLean Avenue, a portion of the 66-foot right-of-way of North Southport Avenue and a portion of the 50-foot right-of-way of West Armitage Avenue within the area bounded by North Elston Avenue, West Dickens Avenue, North Southport Avenue and West Willow Street, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred --* ISSUANCE OF PERMITS, FREE OF CHARGE, FOR LANDMARK PROPERTY AT 2028 -- 2062 N. CLYBOURN AVE.

[Or2022-264]

Also, a proposed order authorizing the Commissioners of Buildings, Finance and Fire, and the Zoning Administrator to issue all necessary permits, free of charge, for the adaptive reuse of the building into a mixed-use of 124 residential units, residential amenities, and four retail food and beverage venues that includes the following scope: interior improvements such as the replacement of the heating, ventilation, air conditioning, electrical and plumbing systems; exterior improvements such as full cleaning of all facades, masonry and concrete replacement and repair, demolition of existing structures at secondary facades, replacement of existing doors and windows to match the historic intent, and the addition of commercial and residential roof decks; and other repairs or improvements as needed for the historic property located at 2028 -- 2062 North Clybourn Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN DOWELL (3<sup>rd</sup> Ward):**

*Referred --* EXEMPTION OF DOM PROPERTIES INVESTMENT FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AND PARKING GARAGES OR LOTS IF CAPACITY EXCEEDS SIX SPACES.

[O2022-2518]

A proposed ordinance to exempt DOM Properties Investment from the physical barrier requirement pertaining to alley accessibility and the prohibition of alley accessibility to parking lots or garages if the capacity of said lot or garage exceeds six spaces for the parking facilities for 451 -- 501 East Pershing Road, pursuant to the provisions of Title 10, Chapter 20, Sections 430 and 435 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN KING (4<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES AND PARKING GARAGES OR LOTS IF CAPACITY EXCEEDS SIX SPACES.

Two proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility and the prohibition of alley accessibility to parking lots or garages if the capacity of said lot or garage exceeds six spaces for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Sections 430 and 435 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

1014 East 41<sup>st</sup> Street -- 1014 East 41<sup>st</sup> Street; and

[O2022-2752]

3916 South Lake Park Avenue -- 3916 South Lake Park Avenue.

[O2022-2751]

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*Referred* -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS AT 2525 S. MICHIGAN AVE.

Also, two proposed orders for the issuance of permits to install signs/signboards at 2525 South Michigan Avenue, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard to be installed on the building wall facing east; and

[Or2022-242]

one sign/signboard to be installed on the building wall facing west.

[Or2022-243]

standing and \$200 per collection bin for all other corporations in good standing; and further, establishing a one-year pilot program to allow supersized collection bins on both City-owned and private property sites designated by the aldermen of Wards 6, 16, 17 and 21, which was *Referred to the Committee on Health and Human Relations.*

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Presented By

**ALDERMAN MITCHELL (7<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY ADDING NEW SUBSECTION 7.224 TO DISALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF E. 92<sup>ND</sup> ST.

[O2022-2720]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by adding new subsection 7.224 to disallow the issuance of additional alcoholic liquor licenses on East 92<sup>nd</sup> Street, from South Saginaw Avenue to South Manistee Avenue, which was *Referred to the Committee on License and Consumer Protection.*

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Presented By

**ALDERMAN MITCHELL (7<sup>th</sup> Ward) And  
ALDERMAN HARRIS (8<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF CHAPTER 4-156 OF MUNICIPAL CODE BY ADDING NEW SECTIONS 4-156-335 AND 4-156-336 TO PROHIBIT ISSUANCE OF ADDITIONAL PUBLIC PLACE OF AMUSEMENT LICENSES WITHIN SPECIFIED AREAS.

[O2022-2728]

A proposed ordinance to amend Title 4, Chapter 156 of the Municipal Code of Chicago by adding new Sections 4-156-335 and 4-156-336 to allow the City Council, by introduction of an ordinance, to prohibit the issuance of additional public places of amusement licenses in a specified area subject to certain rules and regulations established in Section 4-156-335, which was *Referred to the Committee on License and Consumer Protection.*

Presented By

**ALDERMAN HARRIS (8<sup>th</sup> Ward):**

*Referred* -- TRANSFER OF YEAR 2022 FUNDS WITHIN CITY COUNCIL COMMITTEE ON COMMITTEES AND RULES.

[O2022-2917]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2022 funds within the City Council Committee on Committees and Rules to meet the necessary obligations that have been or may be incurred during Year 2022, which was *Referred to the Committee on the Budget and Government Operations*.

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Presented By

**ALDERMAN SADLOWSKI GARZA (10<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 10.84 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF E. 106<sup>TH</sup> ST.

[O2022-2853]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 10.84 which restricted the issuance of additional alcoholic liquor licenses on East 106<sup>th</sup> Street, from South Avenue H to South Avenue M, which was *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERMAN LEE (11<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF 439 W. 41<sup>ST</sup> ST. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2749]

A proposed ordinance to exempt 439 West 41<sup>st</sup> Street from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 439 West 41<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*.

*Referred* -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.

Also, two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for standardization of portions of the public way specified, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West 33<sup>rd</sup> Street, from South Wallace Street to South Parnell Avenue -- to be known as "Joe Harris Way"; and

[O2022-2715]

southeast corner of West 32<sup>nd</sup> Place and South Aberdeen Street -- to be known as "Honorary Mike 'The Hot Dog Man' and Sylvia 'Toy' Knabjian Way".

[O2022-2714]

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4121 S. PACKERS AVE.

[Or2022-230]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 4121 South Packers Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN LOPEZ (15<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 2-8-300 OF MUNICIPAL CODE REGARDING REDUCTION OF WARDS.

[O2022-2973]

A proposed ordinance to amend Title 2, Chapter 8, Section 300 of the Municipal Code of Chicago by reducing the wards in the City of Chicago from 50 to 25 following the 2030 United States Census; and further, by requiring an independent map commission after the 2030 United States Census to create a compact, contiguous and substantially equal population in the formation of the 25 wards, which was *Referred to the Committee on the Budget and Government Operations*.

*Referred* -- AMENDMENT OF SECTION 2-8-041 OF MUNICIPAL CODE REGARDING COMPENSATION FOR ALDERPERSONS.

[O2022-2972]

Also, a proposed ordinance to amend Title 2, Chapter 8, Section 041 of the Municipal Code of Chicago by setting the salary of an alderperson at \$120,000 effective January 1, 2023; beginning May 21, 2023, the \$120,000 salary of an alderperson is to be adjusted by 3 percent every four years taking effect for the following incoming term; and further, effective May 21, 2023, no other outside salary will be allowed by any alderperson. Two committees having been called, the Committee on the Budget and Government Operations and the Committee on Committees and Rules, the said proposed ordinance was *Referred to the Committee on Committees and Rules*.

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*Referred* -- REAFFIRMATION OF COMMITMENT TO SANCTITY OF SOLDIER FIELD MEMORIAL CAMPUS AND ITS ASSOCIATED BUILDINGS AND MONUMENTS.

[Or2022-219]

Also, a proposed order reaffirming the commitment to the sanctity of Soldier Field's memorial campus and its associated buildings and monuments and to prohibit any Tax Increment Financing (TIF) requests submitted on behalf of the Chicago Park District if there is any alteration, addition or substitution to the names of Soldier Field, the campus grounds or associated monuments, which was *Referred to the Committee on Finance*.

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*Referred* -- CALL FOR PUBLIC HEARING ON FINANCIAL IMPACT OF HEALTHCARE COVERAGE SUBSIDY CHANGES.

[R2022-975]

Also, a proposed resolution calling on the Committee on Finance to hold a public hearing to examine the financial impact of the elimination of subsidized healthcare for retired City of Chicago employees; and calling on retirees to provide testimony at the aforementioned hearing on the financial impact and lasting effects of this eliminated benefit and discuss the possibility of reinstating the subsidy, which was *Referred to the Committee on Finance*.

*Referred* -- CALL FOR HEARINGS ON CALCULATION OF PROPERTY TAXES, COLLECTION RATES, INCENTIVES, TAX INCREMENT FINANCE DISTRICTS AND TAX INCREASES.

[R2022-976]

Also, a proposed resolution calling on representatives from the Department of Finance, the Office of Budget and Management, the Department of Planning and Development, the Cook County Clerk's Office, the Cook County Treasurer's Office and the Illinois Department of Revenue to elicit testimony at a hearing before the Committee on Finance on how the property taxes paid by Chicago taxpayers are calculated, the collection rates, incentives, Tax Increment Finance Districts and future property tax increases, which was *Referred to the Committee on Finance*.

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Presented By

**ALDERMAN LOPEZ (15<sup>th</sup> Ward),  
ALDERMAN TABARES (23<sup>rd</sup> Ward) And  
ALDERMAN NAPOLITANO (41<sup>st</sup> Ward):**

*Referred* -- CALL FOR PUBLIC HEARING ON ELIMINATION OF CASH BAIL.

[R2022-974]

A proposed resolution calling on the Committee on Public Safety to hold a public hearing to examine how the City can prepare to protect residents after the elimination of cash bail on January 1, 2023. Two committees having been called, the Committee on Public Safety and the Committee on Health and Human Relations, the said proposed resolution was *Referred to the Committee on Committees and Rules*.

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Presented By

**ALDERMAN COLEMAN (16<sup>th</sup> Ward):**

*Referred* -- STANDARDIZATION OF PORTIONS OF W. 59<sup>TH</sup> ST. AND S. HALSTED ST. AS "HONORARY OC SANDERS WAY".

[O2022-2633]

A proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of 700 West 59<sup>th</sup> Street to 5901 South Halsted Street as "Honorary OC Sanders Way", which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN O'SHEA (19<sup>th</sup> Ward):**

*Referred -- STANDARDIZATION OF PORTIONS OF PUBLIC WAY.*

Two proposed ordinances authorizing the Commissioner of Transportation to take the necessary action for the standardization of portions of specified public ways, which were *Referred to the Committee on Transportation and Public Way*, as follows:

West 113<sup>th</sup> Street, between South Artesian Avenue and South Maplewood Avenue -- to be known as "Matt Hooker Way"; and

[O2022-2673]

South Talman Avenue, between West 108<sup>th</sup> Street and West 109<sup>th</sup> Street -- to be known as "Big Mike Hughes Avenue".

[O2022-2674]

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*Referred -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2304 W. 95<sup>TH</sup> ST.*  
[Or2022-224]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 2304 West 95<sup>th</sup> Street, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN BROOKINS (21<sup>st</sup> Ward):**

*Referred -- CALL ON COMMISSIONER OF DEPARTMENT OF PLANNING AND DEVELOPMENT TO INITIATE NEGOTIATED SALES FOR VARIOUS CITY-OWNED PROPERTIES.*

[Or2022-241]

A proposed order directing the Commissioner of the Department of Planning and Development to initiate negotiated sales for City-owned properties at 849 West 86<sup>th</sup> Street and 8676, 8678, 8680, 8682, 8684, 8688, 8690 and 8694 South Vincennes Avenue, which was *Referred to the Committee on Housing and Real Estate*.

Presented By

**ALDERMAN RODRIGUEZ (22<sup>nd</sup> Ward):**

*Referred* -- EXEMPTION OF MASTERS AUTO DIAGNOSTIC REPAIR, INC. FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2850]

A proposed ordinance to exempt Masters Auto Diagnostic Repair, Inc. from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 4400 West Ogden 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*.

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*Referred* -- STANDARDIZATION OF PORTION OF S. KOMENSKY AVE. AS "LULA NAVARRO WAY".

[O2022-2848]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of South Komensky Avenue, from West 31<sup>st</sup> Street to West 32<sup>nd</sup> Street, as "Lula Navarro Way", which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN RODRIGUEZ (22<sup>nd</sup> Ward) And  
ALDERMAN HADDEN (49<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 2-56 OF MUNICIPAL CODE TO FURTHER REGULATE DUTIES OF OFFICE OF INSPECTOR GENERAL.

[O2022-2928]

A proposed ordinance to amend Title 2, Chapter 56 of the Municipal Code of Chicago by further regulating requirements of the Inspector General concerning summary reports made available to the public regarding confidential investigatory files and reports of the Office of the Inspector General, which was *Referred to the Committee on Ethics and Government Oversight*.

Presented By

**ALDERMAN TABARES (23<sup>rd</sup> Ward):**

*Referred* -- AMENDMENT OF TITLE 4 OF MUNICIPAL CODE TO FURTHER REGULATE VACATION RENTALS AND SHARED HOUSING UNITS.

[O2022-2967]

A proposed ordinance to amend Title 4 of the Municipal Code of Chicago by modifying various sections to further regulate license issuance and renewal procedures for vacation rentals, duties of the Superintendent of Police when making reports relative to criminal activity on or immediately adjacent to vacation rentals or shared housing units, fines and penalties for illegal activity within or connected to vacation rentals or shared housing units, duties and prohibited acts of shared housing unit hosts, and shared housing unit registration requirements; and further, by replacing Section 4-17-070 to require the Commissioner of Business Affairs and Consumer Protection to promptly mail notice of the passage of an ordinance establishing a restricted residential zone to each affected short-term residential rental provider, each affected short-term residential rental intermediary and short-term residential rental advertising platform, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- DESIGNATION OF 21<sup>ST</sup> PRECINCT OF 23<sup>RD</sup> WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2022-2857]

Also, a proposed ordinance designating the 21<sup>st</sup> Precinct of the 23<sup>rd</sup> Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- DESIGNATION OF 37<sup>TH</sup> PRECINCT OF 23<sup>RD</sup> WARD AS RESTRICTED RESIDENTIAL ZONE TO PROHIBIT NEW AND ADDITIONAL SHARED HOUSING UNITS AND VACATION RENTALS.

[O2022-2856]

Also, a proposed ordinance designating the 37<sup>th</sup> Precinct of the 23<sup>rd</sup> Ward as a Restricted Residential Zone pursuant to Sections 4-17-020 and 4-17-040 of the Municipal Code of Chicago which prohibits all new or additional shared housing units and vacation rentals within the boundaries of such precinct, which was *Referred to the Committee on License and Consumer Protection*.

*Referred* -- EXEMPTION OF WUNDERKIND LEARNING DAYCARE/NANCY AGUIRRE FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2858]

Also, a proposed ordinance to exempt Wunderkind Learning Daycare/Nancy Aguirre from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6842 West Archer 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*.

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 5700 S. CICERO AVE.

[Or2022-254]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 5700 South Cicero Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN SIGCHO-LOPEZ (25<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF SOLD BUY OFFER AND LEE'S AUTO CLINIC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2863]

A proposed ordinance to exempt Sold Buy Offer and Lee's Auto Clinic from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 570 West Polk 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 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 1100 South Canal Street; [Or2022-258]

one sign/signboard measuring 23 square feet at 1602 West Cermak Road; [Or2022-255]

one sign/signboard measuring 47 square feet at 1602 West Cermak Road; and [Or2022-256]

one sign/signboard measuring 64 square feet at 1602 West Cermak Road. [Or2022-257]

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Presented By

**ALDERMAN BURNETT (27<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-022 (27.85) AND 4-60-023 (27.85) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTION OF W. GRAND AVE.

[O2022-2866]

A proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting subsections 4-60-022 (27.85) and 4-60-023 (27.85) which restricted the issuance of additional alcoholic liquor and package goods licenses, respectively, on West Grand Avenue,

from North Morgan Street to North May Street; and on the north side of West Grand Avenue, from North May Street to North Racine Avenue, which was *Referred to the Committee on License and Consumer Protection*.

*Referred* -- AMENDMENT OF CHAPTER 4-60 OF MUNICIPAL CODE BY DELETING SUBSECTIONS 4-60-022 (27.199 AND 27.387) AND 4-60-023 (27.199 AND 27.387) TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR AND PACKAGE GOODS LICENSES ON PORTIONS OF W. LAKE ST. AND N. GREEN ST.

[O2022-2672]

Also, a proposed ordinance to amend Title 4, Chapter 60 of the Municipal Code of Chicago by deleting subsections 4-60-022 (27.199 and 27.387) and 4-60-023 (27.199 and 27.387) which restricted the issuance of additional alcoholic liquor and package goods licenses, respectively, on West Lake Street, from North Halsted Street to North Morgan Street; and on North Green Street, from West Madison Street to West Lake Street, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations

specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Bennett Day School -- 955 West Grand Avenue;

[O2022-2631]

Canine Perspective, Inc. -- 2926 West Lake Street; and

[O2022-2632]

691 -- 699 North Milwaukee LLC -- 699 North Milwaukee Avenue.

[O2022-2582]

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*Referred* -- STANDARDIZATION OF SOUTHEAST CORNER OF W. EVERGREEN AVE. AND N. CLYBOURN AVE. AS "HONORARY VELMA LOIS LANDRY WAY".

[O2022-2865]

Also, a proposed ordinance directing the Commissioner of Transportation to take the necessary action for the standardization of the southeast corner of 630 West

Evergreen Avenue and North Clybourn Avenue, as "Honorary Velma Lois Landry Way", which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY W. CHICAGO AVE., N. KEDZIE AVE., W. HURON ST. AND N. SAWYER AVE.*

[O2022-2671]

Also, a proposed ordinance authorizing the vacation of a portion of the east/west 16-foot-wide public alley within the area bounded by West Chicago Avenue, North Kedzie Avenue, West Huron Street and North Sawyer Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred -- ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.*

Also, three proposed orders for the issuance of permits to install signs/signboards at the locations specified, which were *Referred to the Committee on Zoning, Landmarks and Building Standards*, as follows:

one sign/signboard at 1307 North Clybourn Avenue;

[Or2022-238]

one sign/signboard at 1301 West Fulton Street; and

[Or2022-237]

one sign/signboard at 1352 West Lake Street.

[Or2022-229]

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Presented By

**ALDERMAN ERVIN (28<sup>th</sup> Ward):**

*Referred -- AMENDMENT OF SECTION 9-64-206 OF MUNICIPAL CODE TO ESTABLISH HOURS OF OPERATION FOR PARKING METERS AND INSTALLATION OF PARKING METERS ON PORTION OF W. OGDEN AVE.*

[O2022-2753]

A proposed ordinance to amend Title 9, Chapter 64, Section 206 of the Municipal Code of Chicago by establishing parking meter hours of operation on West Ogden Avenue (north side)

from 2000 through 2050, 24 hours per day, Monday through Saturday; and directing the City Comptroller to install parking meters on West Ogden Avenue (north side) from West Polk Street to the first driveway before South Damen Avenue, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

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*Referred --* CALL FOR HEARING ON CITY'S PREDATORY HOUSING CONTRACTING AND REINVESTMENT POLICIES.

[R2022-973]

Also, a proposed resolution calling on the Committee on Contracting Oversight and Equity to hold a hearing to examine the City's predatory housing contracting and reinvestment policies in order to meet the needs of its underserved residents, which was *Referred to a Joint Committee comprised of the members of the Committee on Contracting Oversight and Equity and the members of the Committee on Housing and Real Estate.*

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Presented By

**ALDERMAN TALIAFERRO (29<sup>th</sup> Ward):**

*Referred --* INSTALLATION OF TRAFFIC CIRCLE AT INTERSECTION OF N. WALLER AVE. AND W. IOWA ST.

[Or2022-283]

A proposed order authorizing and directing the Commissioner of Transportation to give consideration to the installation of a traffic circle at the intersection of North Waller Avenue and West Iowa Street, which was *Referred to the Committee on Pedestrian and Traffic Safety.*

Presented By

**ALDERMAN REBOYRAS (30<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 30.73 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. MILWAUKEE AVE. AND N. RIDGEWAY AVE.

[O2022-2585]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 30.73 which restricted the issuance of additional package goods licenses on North Milwaukee Avenue, from North Central Park Avenue to North Monticello Avenue; and on the northeast side of North Milwaukee Avenue, from North Monticello Avenue to North Ridgeway Avenue; and on the east side of North Ridgeway Avenue, from North Milwaukee Avenue to West Belmont Avenue, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred* -- EXEMPTION OF APPLICANTS FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

Also, three proposed ordinances to exempt the applicants listed from the physical barrier requirement pertaining to alley accessibility for the parking facilities adjacent to the locations specified, pursuant to the provisions of Title 10, Chapter 20, Section 430 of the Municipal Code of Chicago, which were *Referred to the Committee on Transportation and Public Way*, as follows:

Diversey Dollar Plus -- 5941 -- 5947 West Diversey Avenue;

[O2022-2583]

Terra Real Estate LLC -- 3735 West Belmont Avenue; and

[O2022-2584]

Urboss Motors Corporation/Gregory Skurkovich -- 3355 North Cicero Avenue.

[O2022-2586]

Presented By

**ALDERMAN WAGUESPACK (32<sup>nd</sup> Ward):**

*Referred* -- EXEMPTION OF CHANDELIER FACTORY LOFTS CONDOMINIUM FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2587]

A proposed ordinance to exempt Chandelier Factory Lofts Condominium from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 1897 North Milwaukee 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*.

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 2604 N. ELSTON AVE.

[Or2022-240]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 2604 North Elston Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN AUSTIN (34<sup>th</sup> Ward):**

*Referred* -- VACATION OF PORTION OF W. 114<sup>TH</sup> PL., BETWEEN S. MARSHFIELD AVE. AND CHICAGO, ROCK ISLAND AND PITTSBURGH RAILROAD.

[O2022-2965]

A proposed ordinance authorizing the vacation of a portion of West 114<sup>th</sup> Place, between South Marshfield Avenue and the Chicago, Rock Island and Pittsburgh Railroad, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN RAMIREZ-ROSA (35<sup>th</sup> Ward):**

*Referred* -- VACATION OF PORTIONS OF PUBLIC ALLEYS WITHIN AREA BOUNDED BY W. PALMER ST., N. KEDVALE AVE., W. DICKENS AVE. AND N. KEELER AVE.

[O2022-2670]

A proposed ordinance authorizing the vacation of two north/south and two east/west 16-foot-wide public alleys within the area bounded by West Palmer Street, North Kedvale Avenue, West Dickens Avenue and North Keeler Avenue, which was *Referred to the Committee on Transportation and Public Way*.

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*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3390 N. AVONDALE AVE.

[Or2022-225]

Also, a proposed order for the issuance of a permit to install a sign/signboard at 3390 North Avondale Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN VILLEGAS (36<sup>th</sup> Ward):**

*Referred* -- TRANSFER OF YEAR 2022 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT FOR CONTINGENCIES.

[O2022-2915]

A proposed ordinance authorizing and directing the City Comptroller to transfer Year 2022 funds within the City Council Committee on Economic, Capital and Technology Development to meet the necessary obligations that have been or may be incurred during Year 2022 for contingencies, which was *Referred to the Committee on the Budget and Government Operations*.

*Referred* -- TRANSFER OF YEAR 2022 FUNDS WITHIN CITY COUNCIL COMMITTEE ON ECONOMIC, CAPITAL AND TECHNOLOGY DEVELOPMENT FOR CONTRACTUAL SERVICES.

[O2022-2914]

Also, a proposed ordinance authorizing and directing the City Comptroller to transfer Year 2022 funds within the City Council Committee on Economic, Capital and Technology Development to meet the necessary obligations that have been or may be incurred during Year 2022 for contractual services, which was *Referred to the Committee on the Budget and Government Operations*.

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*Referred* -- CALL ON CITY OF CHICAGO TO TAKE "EQUITY IN INFRASTRUCTURE PROJECT" PLEDGE.

[R2022-970]

Also, a proposed resolution calling on the Mayor and the City of Chicago, including its Sister Agencies, to collectively take the "Equity in Infrastructure Project" pledge as an active commitment to infrastructure equity, repair and procurement opportunities for underserved communities and disinvested minority-owned small businesses, which was *Referred to the Committee on Economic, Capital and Technology Development*.

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Presented By

**ALDERMAN MITTS (37<sup>th</sup> Ward):**

*Referred* -- VACATION OF PORTION OF PUBLIC ALLEY WITHIN AREA BOUNDED BY 5441 -- 5461 W. LAKE ST. AND 332 -- 346 N. LOTUS AVE.

[O2022-2726]

A proposed ordinance authorizing the vacation of a public alley for construction of a new primary care medical center with support services and accessory parking within the area bounded by 5441 -- 5461 West Lake Street and 332 -- 346 North Lotus Avenue, which was *Referred to the Committee on Transportation and Public Way*.

*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 4734 West Chicago Avenue; and

[Or2022-226]

one sign/signboard at 4905 West North Avenue.

[Or2022-234]

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Presented By

**ALDERMAN NUGENT (39<sup>th</sup> Ward):**

*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 4001 W. DEVON AVE.

[Or2022-259]

A proposed order for the issuance of a permit to install a sign/signboard at 4001 West Devon Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN VASQUEZ (40<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 2-80-070 OF MUNICIPAL CODE TO FURTHER REGULATE REQUIREMENTS FOR DISTRICT COUNCILS.

[O2022-2927]

A proposed ordinance to amend Title 2, Chapter 80, Section 070 of the Municipal Code of Chicago by modifying the signature requirements for each petition for nomination of a District Council candidate to 0.5 percent of the total number of registered voters in the District who voted in the next preceding general election, or a minimum of 25 registered voters in the

District, whichever is greater; and further, requiring District Councils to be elected in a nonpartisan election coinciding with the consolidated primary election held in odd-numbered years on the last Tuesday in February beginning in 2023 and every four years thereafter, which was *Referred to the Committee on Public Safety*.

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Presented By

**ALDERMAN VASQUEZ (40<sup>th</sup> Ward)  
And OTHERS:**

*Referred* -- AMENDMENT OF SECTION 2-8-041 OF MUNICIPAL CODE REGARDING ADJUSTMENTS TO SALARIES OF ALDERMEN.

[O2022-2724]

A proposed ordinance, presented by Aldermen Vasquez, Taylor, Rodriguez, Sigcho-Lopez, Rodriguez-Sanchez, Ramirez-Rosa, Martin and Napolitano, to amend Title 2, Chapter 8, Section 041 of the Municipal Code of Chicago by requiring the salary of an alderman, beginning May 15, 2023, to be adjusted for each calendar year by applying to it the lesser of five percent or the rate of inflation calculated based on the Consumer Price Index -- Urban Wage Earners and Clerical Workers (Chicago All Items) published by the United States Bureau of Labor Statistics. Two committees having been called, the Committee on Finance and the Committee on Committees and Rules, the said proposed ordinance was *Referred to the Committee on Committees and Rules*.

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*Referred* -- AMENDMENT OF SECTIONS 2-8-041 AND 2-156-090 OF MUNICIPAL CODE TO REQUIRE POSITION OF ALDERMAN TO BE FULL-TIME JOB AND TO PROHIBIT ALDERMEN FROM RECEIVING COMPENSATION FOR WORK RELATED TO REAL ESTATE DEVELOPMENTS, LEGAL REPRESENTATION OR LEGAL SERVICES.

[O2022-2754]

Also, a proposed ordinance, presented by Aldermen Vasquez, La Spata, Cárdenas, Taylor, Rodriguez, Sigcho-Lopez, Cardona, Rodriguez-Sanchez, Ramirez-Rosa, Napolitano, Martin and Hadden, to amend Title 2 of the Municipal Code of Chicago by modifying Section 2-8-041 to require the position of alderman to be considered a full-time job; and further, by modifying Section 2-156-090 to prohibit any alderman from receiving compensation for any work related to real estate developments in the City, including the acquisition, development, rehabilitation, marketing or financing of a real estate development or other management of the development process or any legal representation or other legal work on behalf of any person located in the

City or engaged in any business activity within the City. Two committees having been called, the Committee on Ethics and Government Oversight and the Committee on the Budget and Government Operations, the said proposed ordinance was *Referred to the Committee on Committees and Rules*.

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Presented By

**ALDERMAN NAPOLITANO (41<sup>st</sup> Ward):**

*Referred --* ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 11601 W. TOUHY AVE.

[Or2022-265]

A proposed order for the issuance of a permit to install a sign/signboard at 11601 West Touhy Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

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Presented By

**ALDERMAN REILLY (42<sup>nd</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 4-60-023 OF MUNICIPAL CODE BY DELETING SUBSECTION 42.408 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTIONS OF N. LASALLE ST. AND W. MADISON ST.

[O2022-2924]

A proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 42.408 which restricted the issuance of additional package goods licenses on the west side of North LaSalle Street, from West Calhoun Place to West Madison Street; and on the north side of West Madison Street, from North LaSalle Street to North Wells Street, which was *Referred to the Committee on License and Consumer Protection*.

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*Referred --* EXEMPTION OF 566 WEST VAN BUREN LAND LLC FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2925]

Also, a proposed ordinance to exempt 566 West Van Buren Land LLC from the physical

barrier requirement pertaining to alley accessibility for the parking facilities for 566 West Van Buren 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*.

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*Referred --* CALL FOR UPDATE TO ALDERMANIC MENU PROGRAM TO INCLUDE ACOUSTIC GUNFIRE DETECTION, ALERT AND ANALYTIC SUBSCRIPTION SERVICES.

[Or2022-279]

Also, a proposed order directing the Commissioner of Transportation to update the Aldermanic Menu Program to include acoustic gunfire detection, alert and analytic subscription services, including any required installation costs and the option to pay any minimum necessary multi-year subscription costs as a lump sum or annually over the course of the minimum subscription period. Two committees having been called, the Committee on Public Safety and the Committee on the Budget and Government Operations, the said proposed order was *Referred to the Committee on Committees and Rules*.

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*Referred --* ISSUANCE OF PERMITS FOR SIGNS/SIGNBOARDS.

Also, 13 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 111 North Canal Street -- north elevation;

[Or2022-268]

one sign/signboard at 111 North Canal Street -- south elevation;

[Or2022-269]

one sign/signboard at 10 East Grand Avenue (Permit Number 100979158);

[Or2022-276]

one sign/signboard at 10 East Grand Avenue (Permit Number 100980546);

[Or2022-275]

one sign/signboard at 10 East Grand Avenue (Permit Number 100980547);

[Or2022-277]

- one sign/signboard at 10 East Grand Avenue (Permit Number 100980548);  
[Or2022-278]
- one sign/signboard at 900 North Michigan Avenue (Permit Number 100982329);  
[Or2022-270]
- one sign/signboard at 900 North Michigan Avenue (Permit Number 100982330);  
[Or2022-271]
- one sign/signboard measuring 159 square feet at 600 North State Street -- north elevation;  
[Or2022-273]
- one sign/signboard measuring 133 square feet at 600 North State Street --  
south elevation;  
[Or2022-272]
- one sign/signboard measuring 159 square feet at 600 North State Street --  
south elevation;  
[Or2022-274]
- one sign/signboard at 42 South State Street; and  
[Or2022-267]
- one sign/signboard at 145 South Wells Street.  
[Or2022-266]

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Presented By

**ALDERMAN REILLY (42<sup>nd</sup> Ward),  
ALDERMAN O'SHEA (19<sup>th</sup> Ward),  
ALDERMAN HOPKINS (2<sup>nd</sup> Ward) And  
ALDERMAN QUINN (13<sup>th</sup> Ward):**

*Referred* -- PROHIBITION OF SALARY OR COMPENSATION INCREASE FOR  
ELECTED OR APPOINTED CITY OFFICIALS DURING 2023 FISCAL YEAR.

[O2022-2940]

A proposed ordinance to prohibit any elected or appointed official from being eligible for or receiving any increase in salary or compensation during the 2023 fiscal year, which was *Referred to the Committee on the Budget and Government Operations.*

Presented By

**ALDERMAN REILLY (42<sup>nd</sup> Ward)  
And OTHERS:**

*Referred* -- AMENDMENT OF TITLES 2 AND 9 OF MUNICIPAL CODE BY MODIFYING VARIOUS SECTIONS AND ADDING NEW SECTIONS 9-12-115, 9-12-120 AND 9-12-125 TO FURTHER REGULATE RECKLESS DRIVING ON PUBLIC WAYS.

[O2022-2943]

A proposed ordinance, presented by Aldermen Reilly, Hopkins, Dowell, Quinn and O'Shea, to amend Titles 2 and 9 of the Municipal Code of Chicago by modifying various sections to further regulate impoundment requirements and to define "reckless driving event", "reckless driving event organizer", "reckless driving event participant", and "reckless driving event spectator"; and by adding new Sections 9-12-115, 9-12-120 and 9-12-125 to further regulate drag racing or drifting on City-owned or private property, authority to impound vehicles previously used in drag racing or drifting violations on City-owned or private property, and offenses related to reckless driving events, which was *Referred to the Committee on Pedestrian and Traffic Safety*.

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*Referred* -- AMENDMENT OF CHAPTER 10-8 OF MUNICIPAL CODE TO FURTHER REGULATE ATHLETIC EVENTS AND OUTDOOR SPECIAL EVENTS.

[O2022-2938]

Also, a proposed ordinance, presented by Aldermen Reilly, Hopkins and Dowell, to amend Title 10, Chapter 8 of the Municipal Code of Chicago by modifying Section 10-8-332 to require the Commissioner of Transportation to provide an electronic method for the aldermen to inform the Commissioner of their receipt of a copy of each athletic event permit application for each athletic event being held in their ward and to permit the aldermen to communicate any input to the Commissioner regarding the athletic event and to require a council order in addition to a permit for any athletic event that allows the closure of any portion of a state route or arterial street or more than four blocks of any public way, or which requires the closure of any portion of the public way for more than 24 consecutive hours or if the approximate number of spectators and participants in the athletic event is reasonably anticipated to exceed 10,000; and further, by modifying Section 10-8-335 to require the Department of Cultural Affairs and Special Events to provide an applicable alderman with a reasonable time period of not less than 20 days prior to issuing a special event permit for the alderman to respond in writing with specific recommendations and to require a council order in addition to a permit for any

outdoor special event that allows the closure of any portion of a state route or arterial street or more than four blocks of any public way, or which requires the closure of any portion of the public way for more than 24 consecutive hours or if the estimated attendance for the special event is reasonably anticipated to exceed 10,000, which was *Referred to the Committee on Special Events, Cultural Affairs and Recreation*.

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Presented For

**43<sup>rd</sup> Ward:**

*Referred --* EXEMPTION OF 2420 HALSTED LAND OWNER LLC FROM PROHIBITION OF ALLEY ACCESSIBILITY TO PARKING GARAGES OR LOTS IF CAPACITY EXCEEDS SIX SPACES.

[O2022-2971]

A proposed ordinance, presented by Alderman Tunney, to exempt 2420 Halsted Land Owner LLC from the prohibition of alley accessibility to parking lots or garages for 2411 North Lincoln Avenue if the capacity of said lot or garage exceeds six spaces, pursuant to the provisions of Title 10, Chapter 20, Section 435 of the Municipal Code of Chicago, which was *Referred to the Committee on Transportation and Public Way*.

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Presented By

**ALDERMAN TUNNEY (44<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 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:

Boris Buchancow -- 3420 North Halsted Street; and

[O2022-2589]

IDM Real Estate Holdings LLC Series 9 -- 3160 North Broadway -- 3160 -- 3163 North Broadway.

[O2022-2588]

*Referred* -- APPROVAL OF CHA NORTH SHEFFIELD RESUBDIVISION.

[O2022-2707]

Also, a proposed ordinance directing the Commissioner of Transportation or her designee to approve the CHA North Sheffield Resubdivision in the block bounded by West Diversey Parkway, North Lincoln Avenue, North Kenmore Avenue and North Sheffield Avenue, which was *Referred to the Committee on Transportation and Public Way*.

Presented By

**ALDERMAN GARDINER (45<sup>th</sup> Ward):**

*Referred* -- ISSUANCE OF PERMIT FOR SIGN/SIGNBOARD AT 3936 N. MILWAUKEE AVE.

[Or2022-236]

A proposed order for the issuance of a permit to install a sign/signboard at 3936 North Milwaukee Avenue, which was *Referred to the Committee on Zoning, Landmarks and Building Standards*.

Presented By

**ALDERMAN MARTIN (47<sup>th</sup> Ward):**

*Referred* -- AMENDMENT OF CHAIRMAN AND VICE-CHAIRMAN FOR COMMITTEE ON ETHICS AND GOVERNMENT OVERSIGHT FOR 2019 -- 2023 TERM.

[R2022-971]

A proposed resolution calling for the appointment of Alderman Matthew Martin as the Chairman and Alderman Maria Hadden as the Vice-Chairman of the City Council Committee on Ethics and Government Oversight for the remainder of the 2019 -- 2023 term, which was *Referred to the Committee on Committees and Rules*.

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Presented By

**ALDERMAN MARTIN (47<sup>th</sup> Ward) And  
ALDERMAN RODRIGUEZ-SANCHEZ (33<sup>rd</sup> Ward):**

*Referred --* CALL FOR SUBJECT MATTER HEARINGS ON CITY'S TRANSGENDER EMPLOYMENT PRACTICES AND TRAINING.

[R2022-972]

A proposed resolution calling on the Committee on Health and Human Relations to hold subject matter hearings on the City's transgender hiring practices; the current status of its software that incorporates name and gender; the availability and accessibility of all-gender restrooms in City facilities; and an assessment of complaint processes, responses and jurisdiction of the Equal Employment Opportunity Commission, which was *Referred to the Committee on Health and Human Relations*.

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Presented By

**ALDERMAN OSTERMAN (48<sup>th</sup> Ward):**

*Referred --* AMENDMENT OF SECTION 4-60-022 OF MUNICIPAL CODE BY DELETING SUBSECTION 48.9 TO ALLOW ISSUANCE OF ADDITIONAL ALCOHOLIC LIQUOR LICENSES ON PORTION OF N. CLARK ST.

[O2022-2747]

A proposed ordinance to amend Title 4, Chapter 60, Section 022 of the Municipal Code of Chicago by deleting subsection 48.9 which restricted the issuance of additional alcoholic liquor licenses on the east side of North Clark Street, from West Granville Avenue to West Devon 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 48.2 TO ALLOW ISSUANCE OF ADDITIONAL PACKAGE GOODS LICENSES ON PORTION OF W. THORNDALE AVE.

[O2022-2748]

Also, a proposed ordinance to amend Title 4, Chapter 60, Section 023 of the Municipal Code of Chicago by deleting subsection 48.2 which restricted the issuance of additional package goods licenses on West Thorndale Avenue, from North Kenmore Avenue to North Racine Avenue, which was *Referred to the Committee on License and Consumer Protection*.

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Presented By

**ALDERMAN HADDEN (49<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 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:

Arbour Nursing Home -- 1512 West Fargo Avenue; and

[O2022-2745]

Lakeshore OPCO LLC -- 7200 North Sheridan Road.

[O2022-2746]

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Presented By

**ALDERMAN SILVERSTEIN (50<sup>th</sup> Ward):**

*Referred* -- EXEMPTION OF CONGREGATION B'NEI RUVEN FROM PHYSICAL BARRIER REQUIREMENT PERTAINING TO ALLEY ACCESSIBILITY FOR PARKING FACILITIES.

[O2022-2590]

A proposed ordinance to exempt Congregation B'Nei Ruven from the physical barrier requirement pertaining to alley accessibility for the parking facilities for 6334 -- 6356 North

Whipple Street and 3035 -- 3047 West Devon 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.*

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5. *FREE PERMITS, LICENSE FEE EXEMPTIONS, CANCELLATION OF WARRANTS FOR COLLECTION AND WATER RATE EXEMPTIONS, ET CETERA.*

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None.

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**APPROVAL OF JOURNAL OF PROCEEDINGS.**

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JOURNAL (July 20, 2022)

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, July 20, 2022 at 10:00 A.M., signed by her as such City Clerk.

Alderman Mitchell moved to *Approve* said printed official *Journal* and to dispense with the reading thereof. The question being put, the motion *Prevailed*.

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**UNFINISHED BUSINESS.**

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None.

**MISCELLANEOUS BUSINESS.**

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**PRESENCE OF VISITORS NOTED.**

The following individuals were in attendance and recognized by the City Council:

family members and friends attending the swearing-in of Timmy Knudsen as 43<sup>rd</sup> Ward Alderman: the Honorable Jill Rose Quinn, Judge of the Circuit Court of Cook County; Eli Stone, Alex Hanns, Lucas Carroll, Terri Knudsen, Kraig Knudsen, Lucy Moog, Ray Bonelli, Judy Bonelli, Kristin Knudsen and her toddler, Julia Tonn.

family members and friends of Dr. Joyce Kenner, former Whitney Young High School principal: Julian Kenner, son; Juliana Kenner, granddaughter; Ricky Harris, current Whitney Young High School principal; Belvon Walker, close friend; Carolyn Curry, close friend.

Leigh Weber, husband of former 43<sup>rd</sup> Ward Alderwoman Michele Smith.

guests attending resolution honoring Hispanic Heritage Month and associated organizations: Ernesto Martinez, Office of the Illinois Secretary of State; Katarina Ramos, Heartland Alliance; Cecilia Mendoza, Heartland Alliance; Carlos Rivas, Chicago COPA; Laura Mendoza, Resurrection Project; Gabriella Nelson, Department of Housing; Noel Sanchez; Pastor John Zayas; Pastor Iliana Zayas.

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**Time Fixed For Next Succeeding Regular Meeting.**

[O2022-2977]

By unanimous consent, Alderman Mitchell presented a proposed ordinance which reads as follows:

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

SECTION 1. That the next regular meeting of the City Council of the City of Chicago shall be held on Wednesday, October 26, 2022, beginning at 10:00 A.M. in the Council Chamber on the second floor in City Hall, 121 North LaSalle Street, Chicago, Illinois. If prior to then there is a determination, in accordance with Section 7(e) of the Open Meetings Act, that an in-person meeting is not practical or prudent due to COVID-19, the next regular meeting of

the City Council may be conducted by videoconference in accordance with applicable law. Any such determination will be posted on the City Clerk's website, along with an amended meeting agenda, indicating that the meeting will be conducted by videoconference, by 10:00 A.M. on Monday, October 24, 2022.

SECTION 2. This ordinance shall take effect and be in force from and after its passage.

On motion of Alderman Mitchell, the foregoing proposed ordinance was *Passed* by yeas and nays as follows:

*Yeas* -- Aldermen La Spata, Hopkins, Dowell, King, Hairston, Mitchell, Harris, Beale, Sadlowski Garza, Lee, Cárdenas, Quinn, Burke, Lopez, Moore, Curtis, O'Shea, Taylor, Brookins, Rodriguez, Tabares, Scott, Sigcho-Lopez, Maldonado, Burnett, Ervin, Taliaferro, Reboyras, Cardona, Waguespack, Rodriguez-Sanchez, Austin, Ramirez-Rosa, Villegas, Mitts, Sposato, Nugent, Vasquez, Napolitano, Reilly, Knudsen, Tunney, Gardiner, Cappleman, Martin, Osterman, Hadden, Silverstein -- 48.

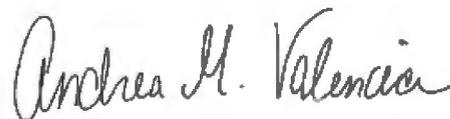
*Nays* -- None.

Alderman Cappleman moved to reconsider the foregoing vote. The motion was lost.

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### Adjournment.

Thereupon, Alderman Mitchell moved that the City Council do *Adjourn*. The motion *Prevailed* and the City Council *Stood Adjourned* to meet in regular meeting on Wednesday, October 26, 2022, at 10:00 A.M., in the Council Chamber in City Hall.



ANDREA M. VALENCIA,  
*City Clerk.*

**APPENDIX A**  
**LEGISLATIVE INDEX**

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

**Regular Meeting – Wednesday, September 21, 2022**

## **Main Category List**

# **LEGISLATIVE INDEX JOURNAL of the PROCEEDINGS of the CITY COUNCIL of the CITY of CHICAGO, ILLINOIS**

Regular Meeting – September 21, 2022

**Agreements**

**Alley**

**Appointments**

**Bonds & Bond Issues**

**Budget & Appropriations**

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**Claims**

**Commendations & Declarations**

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**Finance Funds**

**Historical Landmarks**

**Illinois, State of**

**Lawsuits/Settlements**

**Municipal Code Amendments**

**Oaths of Office**

**Parking**

**Property**

**Public Way Usage**

**Reports**

**Restricted Residential Zones**

**Signs/Signboards**

**Social Issues & Programs**

**Special Service Areas**

**Streets**

**Tag Days**

**Tax Incentives**

**Tax Increment Financing Districts**

**Traffic**

**Tributes**

**Zoning Reclassifications**

## Abbreviations And Acronyms

### A

Admin.	Administration
Agcy.	Agency
a.k.a.	Also Known As
Ald.	Alderman
AME	African Methodist Episcopal Church
ANLAP	Adjacent Neighbors Land Acquisition Program
App.	Application
Apt(s).	Apartment(s)
Assn.	Association
Assoc.	Associates
Asst.	Assistant
Atty.	Attorney
Ave	Avenue
A.M.	Ante Meridian

### B

B.A.	Bachelor of Arts
Bd. of Ed.	Board of Education
Bldg.	Building
Bhp.	Bishop
Bldv	Boulevard

### C

Capt.	Captain
Card.	Cardinal
CCL	Concealed Carry License
CDBG	Community Development Block Grant
CDC	Community Development Commission
CEO	Chief Executive Officer
CFD	Chicago Fire Department
CFO	Chief Financial Officer
CFP	Chicago Firearm Permit
CHA	Chicago Housing Authority
Chap.	Chapter
Chpl.	Chaplain
Chgo.	Chicago
Co.	Company
Col.	Colonel
Com.	Committee/Community
Comdr.	Commander
Coml.	Commercial
Comm.	Commerce/Commission
Condo	Condominium
Co-Op	Cooperative

### C

Corp.	Corporation
Corpl.	Corporal
Constr.	Construction
CPA	Certified Public Accountant
CPD	Chicago Police Department
CPS	Chicago Public Schools
Ct	Court
CTA	Chicago Transit Authority

### D

DARLEP	Digital Automated Red Light Enforcement Program
d.b.a.	Doing Business As
Deferred	Action Deferred
Deg.	Degree(s)
Det.	Detective
Dept.	Department
Devel.	Developer/Development
Dist.	District
Div.	Division
Dr.	Doctor
Dr	Drive

### E

E	East
EAV	Equalized Assessed Value
eb	eastbound
Elem.	Elementary
EMT	Emergency Medical Technician
Eng'r	Engineer
Equip.	Equipment
Exchg.	Exchange
Exec. Dir.	Executive Director
Expy.	Expressway

### F

FAA	Federal Aviation Administration
Fahr.	Fahrenheit
FAR	Floor Area Ratio
FBI	Federal Bureau of Investigation
FDA	Federal Drug Administration
F.F.	Firefighter
Filed	Placed on File
FOID	Firearm Owner's Identification Card
Fr.	Father
ft.	feet
f.k.a.	formerly known as

## Abbreviations And Acronyms

<b>G</b>		<b>M</b>	
Gen.	General	MOPD	Mayors Office for People with Disabilities
Govt.	Government	Msgr.	Monsignor
		Mun.	Municipal
<b>H</b>		<b>N</b>	
Hon.	Honorable	N	North
hrs.	hours	Natl.	National
HUD	Housing and Urban Development	NFP	Not-for-profit corporation
Hwy.	Highway	No.	Number
HQ	Headquarters		
<b>I</b>		<b>O</b>	
IDOT	Illinois Dept. of Transportation	Off.	Officer
IL	Illinois	Org.	Organization
Inc.	Incorporated		
Ind.	Industries	<b>P</b>	
Ins.	Insurance	pg(s)	page(s)
Insp. Gen.	Inspector General	PhD	Doctor of Philosophy
Inst'l	Institutional	Pkg.	Package/Parking
		Pkwy	Parkway
<b>J</b>		Pl	Place
Jr.	Junior	Plz	Plaza
		P.M.	Post Meridian
<b>L</b>		P.O.	Police Officer
LCpl	Lance Corporal	PFC	Private First Class
LLC	Limited Liability Company		
LP	Limited Partnership	<b>Q</b>	
Lt.	Lieutenant	Q1	1 <sup>st</sup> Quarter (Jan – Mar)
Ltd.	Limited	Q2	2 <sup>nd</sup> Quarter (Apr – Jun)
LUCHA	Latin United Community Housing Association	Q3	3 <sup>rd</sup> Quarter (Jul – Sep)
		Q4	4 <sup>th</sup> Quarter (Oct – Dec)
<b>M</b>		<b>R</b>	
Maj.	Major	RA	Very Reverend
M.B.	Master of Business Administration	Rd.	Road
MBE	Minority Business-Owned Enterprise	Re-Ref.	Re-Referred
MWBE	Minority Women Business Enterprise	Re devel.	Redevelopment
Mfg.	Manufacturing	Ref.	Referred
MFT	Motor Fuel Tax	Rehab	Rehabilitation
Mgmt.	Management	Res.	Residence/Residential
mins.	minutes	Rest.	Restricted
		Rev.	Reverend
		ROTC	Reserve Officer's Training Corps

## Abbreviations And Acronyms

### R

ROW	Right-of-way
RR	Railroad
Rt. Rev.	Right Reverend
Ry.	Railway
RTA	Regional Transportation Authority

### S

S	South
SBIF	Small Business Improvement Fund
St.	Saint
Sch.	School
Sgt.	Sergeant
SFC.	Sergeant First Class
Sist.	Sister
Soc.	Society
Sq.	Square
Sr.	Senior
SSA	Special Service Area
SSgt.	Staff Sergeant
STEM	Science, Technology, Engineering and Math
Subdiv.	Subdivision
Supt.	Superintendent

### T

Terr	Terrace
Thru	through
TIF	Tax Increment Financing
Trans.	Transportation

### W

W	West
---	------

### Y

YMCA	Young Men's Christian Association
YWCA	Young Women's Christian Association

### Zoning Districts

ARPG	Air Rights Planned Development
B	Business
BPD	Business Planned Development
BEPD	Business Entertainment Planned Development
C	Commercial
CRWPD	Commercial Residential Waterway Planned Development
CPD	Commercial Planned Development
DC	Downtown Core
DX	Downtown Mixed-Use
DR	Downtown Residential
DS	Downtown Service
IPD	Institutional Planned Development
IRBPD	Institutional Residential Business Planned Development
M	Manufacturing
MPD	Manufacturing Planned Development
PD	Planned Development
PMD	Planned Manufacturing
POS	Parks and Open Space
R	Residential
RM	Residential Multi-Unit
RBPD	Residential Business Planned Development
RIPD	Residential Institutional Planned Development
RPD	Residential Planned Development
RS	Residential Single Unit (Detached House)
RBIPD	Residential Business Institutional Planned Development
RT	Residential Two-Flat, Townhouse and Multi-Unit

## Abbreviations And Acronyms

### Zoning Districts

RWPD	Residential-Waterway Planned Development
SD	Special Character Overlay
T	Transportation
WPD	Waterway Planned Development
WBPD	Waterway Business Planned Development
WHPD	Waterway-Heliport Planned Development
WIPD	Waterway Industrial Planned Development

# OFFICE OF THE CITY CLERK

Date: 9/21/2022

## CITY COUNCIL LEGISLATIVE INDEX

1

### AGREEMENTS

#### Easement

Commonwealth Edison  
 E 126th St, S Avenue O  
 Renewable easement for construction and maintenance of barriers preventing entry to former site of Republic Steel and LTV ("Schroud Site")  
 Lightfoot (Mayor) O2022-2355  
 Referred [C.J.p. 49676] Housing  
 Passed [C.J.p. 51979]

#### Improvement

SomerCor, Inc.  
 62nd Amending Agreement affecting new TIF area, SomerCor's overall continuation as administrator of Small Business Improvement Fund program, changes to program rules, increased funding under SBIF  
 Lightfoot (Mayor) O2022-2974  
 Referred [C.J.p. 51458] Finance

#### Intergovernmental

Chicago Park District  
 2106 W Adams St  
 Allocation Tax Increment Financing (TIF) funds for ball field, landscape improvements, new water feature, playground modernization at Touhy Herbert Park  
 Lightfoot (Mayor) O2022-2345  
 Referred [C.J.p. 49672] Finance  
 Passed [C.J.p. 51722]

Chicago Park District  
 4222 W Foster Ave  
 Allocation of Tax Increment Financing (TIF) funds for lower-level locker/restroom reconstruction, facility access improvements, Gompers Park  
 Lightfoot (Mayor) O2022-2344  
 Referred [C.J.p. 49672] Finance  
 Passed [C.J.p. 51727]

Commuter Rail Division of Regional Transportation Authority  
 Metra donation of historic rail car for Joint Safety Training Campus  
 Lightfoot (Mayor) O2022-2993  
 Referred [C.J.p. 51467] Public Safety

### AGREEMENTS

#### Loan & Security

1201 N California 4PCT GP LLC (4% Borrower)  
 1201 N California Ave, 1203 N California Ave  
 Multi-Family City program loan  
 Lightfoot (Mayor) O2022-2996  
 Referred [C.J.p. 51457] Finance

1201 N California 9Pct HHDC, LP (9% Borrower)  
 1201 N California Ave, 1203 N California Ave, 1201 N California 4Pct GP LLC, joint developer  
 1203 California Condominium mixed use project  
 Lightfoot (Mayor) O2022-2997  
 Referred [C.J.p. 51457] Finance

South Park Plaza GP LLC, South Park Preservation LP, Full Circle Communities, Inc., BAH Development  
 2601 S Prairie Ave, 2600 S Dr Martin Luther King Jr Dr, 2610-2618 S Calumet Ave, 2619-2635 S Calumet Ave, 2625-2641 S Prairie Ave, 2622-2630 S Dr. Martin Luther King, Jr. Drive  
 Restructure, assumption and transfer of City and federal loan, documents to new owners  
 Lightfoot (Mayor) O2022-2995  
 Referred [C.J.p. 51460] Finance

#### Miscellaneous

Illinois Bell Telephone Company LLC  
 Chicago O'Hare International Airport property ground lease  
 Replacement of copper lines with fiber optic lines for off-site service to airport and planned alteration/demolition of tenant's Telephone Exchange Building on existing airport property  
 Lightfoot (Mayor) SO2022-1703  
 Referred [C.J.p. 47162] Aviation  
 Passed as [C.J.p. 51818] Substitute

North Austin Community Center  
 1815-1911 N Laramie Ave  
 Amendment of escrow agreement for excavation, transportation and disposal of contaminated wood chips  
 Mitts (37) O2022-2482  
 Referred [C.J.p. 51246] Housing  
 Passed [C.J.p. 51977]

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### AGREEMENTS

#### Redevelopment

1201 N California 4Pct GP LLC  
 1201 N California Ave, 1203 N California Ave, joint developer 1201 N California 9Pct HHDC, LP  
 1203 California Condominium mixed use project  
 Lightfoot (Mayor) O2022-2996  
 Referred [C.J.p. 51457] Finance

1201 N California 9Pct HHDC, LP (9% Borrower)  
 1203 N California Ave, 1201 N California Ave, 1201 N California 4Pct GP LLC, joint developer  
 1203 California Condominiums mixed use development  
 Lightfoot (Mayor) O2022-2997  
 Referred [C.J.p. 51457] Finance

Armour Institute LLC  
 3300 S Federal St  
 Renovation of historic landmark with TIF assistance and development of affordable and market rate residences  
 Lightfoot (Mayor) O2022-3010  
 Referred [C.J.p. 51461] Finance

Austin United Alliance Development Company LP  
 5204-5224 W Chicago Ave  
 Construction of mixed-income housing with various associated financial assistance  
 Dept./Agency O2022-2978  
 Direct Introduction Finance  
 Passed [C.J.p. 51732]

Covenant House Illinois, Inc.  
 2934 W Lake St  
 Rehabilitation of existing building as youth development center and transitional center  
 Lightfoot (Mayor) O2022-3011  
 Referred [C.J.p. 51461] Finance

Grace Manor LP, Grace Manor LLC  
 3401-3423 W Ogden Ave  
 Redevelopment, Land Use, Loan and Bond agreements for construction of affordable housing  
 Lightfoot (Mayor) O2022-2414  
 Referred [C.J.p. 49672] Finance  
 Passed [C.J.p. 51499]

### AGREEMENTS

#### Redevelopment

Inherent L3C  
 Twenty various city lots  
 Construction of residences under City Lots for Working Families Program constrictions  
 Lightfoot (Mayor) O2022-3000  
 Referred [C.J.p. 51466] Housing

John Scheff, Inc. d.b.a Motoworks Chicago, Ltd  
 1901 S Western Ave  
 Neighborhood Opportunity Fund Grant augmented with Local Hiring Funds, to expand cycle/scooter business to include electric bikes, construction of motorcycle riding school, with community event space  
 Lightfoot (Mayor) O2022-2347  
 Referred [C.J.p. 49673] Budget  
 Passed [C.J.p. 51912]

Policy Kings LLC  
 363 E 51st St, 353 E 51st St, 357 E 51st St  
 Mixed use renovation and Neighborhood Opportunity Funds Award  
 Lightfoot (Mayor) O2022-3009  
 Referred [C.J.p. 51461] Finance

R&D Builders LLC  
 2719 E 75th Pl, 2716 E 76th St, 7607 S Saginaw Ave, 2733 E 76th St, 2731 E 76th St, 9230 S Clyde Ave, 2727 E 93rd St  
 Construction of market rate and affordable homes under City Lots for Working Families Program  
 Lightfoot (Mayor) O2022-2999  
 Referred [C.J.p. 51466] Housing

Sacred  
 9230 S Burley Ave  
 Low-income housing rental development project  
 Lightfoot (Mayor) O2022-2998  
 Referred [C.J.p. 51460] Finance

Thrive Englewood LLC, DL3 Thrive Englewood 1 LLC  
 914 W 63rd St, 6231 S Sangamon St  
 Site acquisition and construction mixed income dwelling units  
 Lightfoot (Mayor) O2022-3012  
 Referred [C.J.p. 51461] Finance

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Date: 9/21/2022

## CITY COUNCIL LEGISLATIVE INDEX

3

**ALLEY**

Ingress/Egress

538 E 38th St  
 If capacity exceeds six spaces  
 King (4) O2022-2476  
 Referred [C.J.p. 51230] Transportation  
 Passed [C.J.p. 52069]  
 439 W 41st St  
 Lee (11) O2022-2749  
 Referred [C.J.p. 52658] Transportation  
 1014 E 41st St  
 If capacity exceeds six spaces  
 King (4) O2022-2752  
 Referred [C.J.p. 52655] Transportation  
 3916 S Lake Park Ave  
 If capacity exceeds six spaces  
 King (4) O2022-2751  
 Referred [C.J.p. 52655] Transportation  
 624 E Pershing Rd  
 If capacity exceeds six spaces  
 King (4) O2022-2478  
 Referred [C.J.p. 51230] Transportation  
 Passed [C.J.p. 52069]  
 5430 S University Ave  
 Hairston (5) O2022-2634  
 Referred [C.J.p. 52656] Transportation  
 1217 W Washington LLC  
 1217 W Washington St  
 Burnett (27) O2022-2162  
 Referred [C.J.p. 51242] Transportation  
 Passed [C.J.p. 52066]  
 1245 W Fulton LLC  
 225 N Elizabeth St  
 Burnett (27) O2022-2172  
 Referred [C.J.p. 51242] Transportation  
 Passed [C.J.p. 52066]  
 2420 Halsted Land Owner LLC  
 2411 N Lincoln Ave  
 If capacity exceeds six spaces  
 Tunney (44) O2022-2971  
 Referred [C.J.p. 52680] Transportation

**ALLEY**

Ingress/Egress

5216 Lincoln LLC  
 2501-2505 W Farragut Ave, 5216-5224 N Lincoln Ave  
 Vasquez, Jr. (40) O2022-2442  
 Referred [C.J.p. 51247] Transportation  
 Passed [C.J.p. 52067]  
 5422 S University  
 5422 S University Ave  
 Hairston (5) O2022-2519  
 Direct Introduction Transportation  
 Passed [C.J.p. 52067]  
 566 W Van Buren Land LLC  
 566 W Van Buren St  
 Reilly (42) O2022-2925  
 Referred [C.J.p. 52676] Transportation  
 691-699 N Milwaukee LLC  
 699 N Milwaukee Ave  
 Burnett (27) O2022-2582  
 Referred [C.J.p. 52667] Transportation  
 Arbour Nursing Home  
 1512 W Fargo Ave  
 Hadden (49) O2022-2745  
 Referred [C.J.p. 52683] Transportation  
 Archers Metal Deco, Inc./Guillermo Archer  
 2215 N Knox Ave  
 Villegas (36) O2022-2466  
 Referred [C.J.p. 51245] Transportation  
 Passed [C.J.p. 52062]  
 Barbara Vick Early Childhood Center (Chicago Public Schools/Board of Education of City of Chicago)  
 2554 W 113th St  
 O'Shea (19) O2022-2175  
 Referred [C.J.p. 51236] Transportation  
 Passed [C.J.p. 52062]  
 Bennett Day School  
 955 W Grand Ave  
 Burnett (27) O2022-2631  
 Referred [C.J.p. 52667] Transportation

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**ALLEY**

Ingress/Egress

Buchancow, Boris  
 3420 N Halsted St  
 Tunney (44) O2022-2589  
 Referred [C.J.p. 52681] Transportation  
 Canine Perspective, Inc.  
 2926 W Lake St  
 Burnett (27) O2022-2632  
 Referred [C.J.p. 52667] Transportation  
 Chandelier Factory Lofts Condo  
 1897 N Milwaukee Ave  
 Waguespack (32) O2022-2587  
 Referred [C.J.p. 52671] Transportation  
 Chi City Auto Sales, Inc./Andres Esquivel  
 1914-1916 N Cicero Ave  
 Villegas (36) O2022-2467  
 Referred [C.J.p. 51245] Transportation  
 Passed [C.J.p. 52062]  
 Congregation B'Nei Ruven  
 6334-6356 N Whipple St, 3035-3047 W Devon  
 Ave  
 Silverstein (50) O2022-2590  
 Referred [C.J.p. 52683] Transportation  
 DAC Developments  
 424 S Wabash Ave  
 If capacity exceeds six spaces  
 King (4) O2022-2477  
 Referred [C.J.p. 51230] Transportation  
 Passed [C.J.p. 52069]  
 Damen Walnut LLC  
 1957 W Walnut St  
 Burnett (27) O2022-2159  
 Referred [C.J.p. 51241] Transportation  
 Passed [C.J.p. 52063]  
 DBA-Chrysler Dodge Jeep Ram of Chicago  
 5950 N Western Ave  
 Vasquez, Jr. (40) O2022-2443  
 Referred [C.J.p. 51247] Transportation  
 Passed [C.J.p. 52063]

**ALLEY**

Ingress/Egress

Diversey Dollar Plus  
 5941-5947 W Diversey Ave  
 Reboyras (30) O2022-2583  
 Referred [C.J.p. 52670] Transportation  
 DOM Properties Investment  
 451-501 E Pershing Rd  
 If capacity exceeds six spaces  
 Dowell (3) O2022-2518  
 Referred [C.J.p. 52654] Transportation  
 IDM Real Estate Holdings LLC Series 9 - 3160 N.  
 Broadway  
 3160-3163 N Broadway  
 Tunney (44) O2022-2588  
 Referred [C.J.p. 52681] Transportation  
 JRS Automotive Repair Corp./Rosalba Lozano  
 6907 W Grand Ave  
 Villegas (36) O2022-2469  
 Referred [C.J.p. 51245] Transportation  
 Passed [C.J.p. 52063]  
 Lakeshore OPCO LLC  
 7200 N Sheridan Rd  
 Hadden (49) O2022-2746  
 Referred [C.J.p. 52683] Transportation  
 Limitless Towing & Recovery, Inc.  
 1832 W Walnut St  
 Burnett (27) O2022-2171  
 Referred [C.J.p. 51242] Transportation  
 Passed [C.J.p. 52064]  
 Masters Auto Diagnostic Repair, Inc.  
 4400 W Ogden Ave  
 Rodriguez (22) O2022-2850  
 Referred [C.J.p. 52663] Transportation  
 Midwest Academy for Gifted Education NFP  
 900 N Franklin St  
 Burnett (27) O2022-2168  
 Referred [C.J.p. 51242] Transportation  
 Passed [C.J.p. 52064]

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Date: 9/21/2022

## CITY COUNCIL LEGISLATIVE INDEX

5

**ALLEY**

Ingress/Egress

NARE 2935 LLC  
 2935 W Peterson Ave  
 Vasquez, Jr. (40) O2022-2444  
 Referred [C.J.p. 51247] Transportation  
 Passed [C.J.p. 52064]

PCC Community Wellness Center-Primary Care Pavilion  
 5425 W Lake St  
 Mitts (37) O2022-2520  
 Direct Introduction Transportation  
 Passed [C.J.p. 52065]

RealVet Westloop LLC  
 451 N Elizabeth St  
 Burnett (27) O2022-2170  
 Referred [C.J.p. 51242] Transportation  
 Passed [C.J.p. 52065]

Rivera, Paula and Mirna Rivera  
 5173 S Archer Ave  
 Tabares (23) O2022-2441  
 Referred [C.J.p. 51239] Transportation  
 Passed [C.J.p. 52067]

Sold Buy Offer/Lee's Auto Clinic  
 570 W Polk St  
 Sigcho-Lopez (25) O2022-2863  
 Referred [C.J.p. 52665] Transportation

Sustainabuild LLC - 4930/Igor Petruschchak  
 4930 N Kenmore Ave  
 Osterman (48) O2022-2445  
 Referred [C.J.p. 51252] Transportation  
 Passed [C.J.p. 52065]

Terra Real Estate LLC  
 3735 W Belmont Ave  
 Reboyras (30) O2022-2584  
 Referred [C.J.p. 52670] Transportation

Urboss Motors Corp.  
 3355 N Cicero Ave  
 Reboyras (30) O2022-2586  
 Referred [C.J.p. 52670] Transportation

**ALLEY**

Ingress/Egress

Wilmot Construction, Inc.  
 2934-2940 W Medill Ave  
 La Spata (1) O2022-2968  
 Referred [C.J.p. 52652] Transportation  
 Wunderkind Learning Daycare/Nancy Aguirre  
 6842 W Archer Ave  
 Tabares (23) O2022-2858  
 Referred [C.J.p. 52665] Transportation

Yong Le LLC  
 3300 S Halsted St  
 Lee (11) O2022-2431  
 Referred [C.J.p. 51232] Transportation  
 Passed [C.J.p. 52066]

Vacation

Alloy Property LLC and 1511 W Webster LLC  
 Area bounded by N Elston Ave, W Dickens Ave, N Southport Ave and W Willow St  
 Hopkins (2) O2022-2921  
 Referred [C.J.p. 52653] Transportation

City of Chicago  
 Area bounded by W Chicago Ave, N Kedzie Ave, W Huron St and N Sawyer Ave  
 Burnett (27) O2022-2671  
 Referred [C.J.p. 52668] Transportation

PCC Wellness Center  
 5441-5461 W Lake St, 332-346 N Lotus Ave  
 Mitts (37) O2022-2726  
 Referred [C.J.p. 52673] Transportation

Public Building Commission of City of Chicago  
 Area bounded by W Palmer St, N Kedvale Ave, W Dickens Ave and N Keeler Ave  
 Ramirez-Rosa (35) O2022-2670  
 Referred [C.J.p. 52672] Transportation

**APPOINTMENTS**

Adamczyk, Elliot J.  
 North Michigan Avenue Commission (Special Service Area No. 76) (Member)  
 Lightfoot (Mayor) A2022-122  
 Referred [C.J.p. 49664] Economic  
 Approved [C.J.p. 51932]

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**APPOINTMENTS**

Amos, Timothy C.  
 Howard Street Commission (S.S.A. No. 8)  
 (Member)  
 Lightfoot (Mayor) A2022-133  
 Referred [C.J.p. 51444] Economic

Arroyo, Vicky  
 Chicago Low-Income Housing Trust Fund Board  
 (Member)  
 Lightfoot (Mayor) A2022-130  
 Referred [C.J.p. 51453] Housing

Blakemore, Sandra  
 Dept. of Assets, Information and Services  
 (Commissioner)  
 Lightfoot (Mayor) A2022-146  
 Referred [C.J.p. 51442] Budget

Brown, Beth Lynn  
 Interim Commissioner of Community Commission  
 for Public Safety and Accountability  
 Lightfoot (Mayor) F2022-61  
 Filed [C.J.p. 51469]

Caref, Jason  
 Lawrence/Pulaski/Elston Commission (S.S.A. No.  
 79) (Member)  
 Lightfoot (Mayor) A2022-143  
 Referred [C.J.p. 51452] Economic

Causevic, Saima  
 Albany Park Commission (S.S.A. No. 60)  
 (Member)  
 Lightfoot (Mayor) A2022-144  
 Referred [C.J.p. 51450] Economic

Chao, Andrew  
 Albany Park Commission (S.S.A. No. 60)  
 (Member)  
 Lightfoot (Mayor) A2022-145  
 Referred [C.J.p. 51450] Economic

Cheng, Kelly  
 Uptown Commission (S.S.A. No. 34) (Member)  
 Lightfoot (Mayor) A2022-134  
 Referred [C.J.p. 51445] Economic

Cox, Maurice D.  
 Community Development Commission (Member)  
 Lightfoot (Mayor) A2022-128  
 Referred [C.J.p. 51443] Economic

**APPOINTMENTS**

Driver, Jr., Anthony  
 Interim Commissioner of Community Commission  
 for Public Safety and Accountability  
 Lightfoot (Mayor) F2022-56  
 Filed [C.J.p. 51469]

Elkins-Ryan, Jacob  
 Lakeview East Commission (S.S.A. No. 8)  
 (Member)  
 Lightfoot (Mayor) A2022-132  
 Referred [C.J.p. 51444] Economic

Fair, Jonathan E.  
 Commission on Chicago Landmarks (Member)  
 Lightfoot (Mayor) A2022-124  
 Referred [C.J.p. 49666] Zoning  
 Approved [C.J.p. 52074]

Feng, Winston  
 Uptown Commission (S.S.A. No. 34) (Member)  
 Lightfoot (Mayor) A2022-135  
 Referred [C.J.p. 51446] Economic

Gomez, Oswaldo  
 Appointment as Interim Commissioner of  
 Community Commission for Public Safety and  
 Accountability  
 Lightfoot (Mayor) F2022-57  
 Filed [C.J.p. 51470]

Guttman, Gregory B.  
 Hyde Park Commission (Special Service Area No.  
 61) (Member)  
 Lightfoot (Mayor) A2022-121  
 Referred [C.J.p. 49662] Economic  
 Approved [C.J.p. 51930]

Hamilton, Myetie H.  
 Chicago Park District (Commissioner)  
 Lightfoot (Mayor) A2022-126  
 Referred [C.J.p. 49665] Special Events  
 Approved [C.J.p. 52038]

Hamilton, Natasha  
 Chicago Low-Income Housing Trust Fund Board  
 (Member)  
 Lightfoot (Mayor) A2022-131  
 Referred [C.J.p. 51454] Housing

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### APPOINTMENTS

Hutzel, Patricia A.  
 Uptown Commission (S.S.A. No. 34) (Member)  
 Lightfoot (Mayor) A2022-136  
 Referred [C.J.p. 51446] Economic

Jones, Lynetta  
 Special Service Area No. 45, 103rd/Halsted  
 Commission (Member)  
 Lightfoot (Mayor) A2022-118  
 Referred [C.J.p. 49661] Economic  
 Approved [C.J.p. 51928]

Loizon, Yvette  
 Interim Commissioner of Community Commission  
 for Public Safety and Accountability  
 Lightfoot (Mayor) F2022-55  
 Filed [C.J.p. 51470]

Lopez, Sara T.  
 Albany Park Commission (S.S.A. No. 60)  
 (Member)  
 Lightfoot (Mayor) A2022-141  
 Referred [C.J.p. 51451] Economic

Mahoney, Colleen  
 Chicago Low-Income Housing Trust Fund Board  
 (Member)  
 Lightfoot (Mayor) A2022-129  
 Referred [C.J.p. 51454] Housing

Nellis, Clifford M.  
 Interim Commissioner of Community Commission  
 for Public Safety and Accountability  
 Lightfoot (Mayor) F2022-58  
 Filed [C.J.p. 51470]

O'Brien, Adrienne E.  
 North Michigan Avenue Commission (Special  
 Service Area No. 76) (Member)  
 Lightfoot (Mayor) A2022-123  
 Referred [C.J.p. 49664] Economic  
 Approved [C.J.p. 51933]

Payne, Deborah J.  
 51st Street Commission (S.S.A. No. 52-2021)  
 (Member)  
 Lightfoot (Mayor) A2022-148  
 Referred [C.J.p. 51449] Economic

### APPOINTMENTS

Rettker, David B.  
 Uptown Commission (S.S.A. No. 34) (Member)  
 Lightfoot (Mayor) A2022-137  
 Referred [C.J.p. 51447] Economic

Richardson, Tobará  
 Deputy Inspector General for Public Safety  
 Dept./Agency A2022-127  
 Direct Introduction Public Safety  
 Approved [C.J.p. 52037]

Rubin, Adam  
 Commission on Chicago Landmarks (Member)  
 Lightfoot (Mayor) A2022-147  
 Referred [C.J.p. 51455] Zoning

Rumsey, George W.  
 Hyde Park Commission (Special Service Area No.  
 61) (Member)  
 Lightfoot (Mayor) A2022-120  
 Referred [C.J.p. 49663] Economic  
 Approved [C.J.p. 51931]

Sanders, Robbie Tina  
 103rd Halsted Commission (S.S.A. No. 62)  
 (Member)  
 Lightfoot (Mayor) A2022-140  
 Referred [C.J.p. 51448] Economic

Showers, Lesley  
 Uptown Commission (S.S.A. No. 34) (Member)  
 Lightfoot (Mayor) A2022-139  
 Referred [C.J.p. 51448] Economic

Soto, Claudette  
 Chicago Plan Commission (Member)  
 Lightfoot (Mayor) A2022-117  
 Referred [C.J.p. 49667] Zoning  
 Approved [C.J.p. 52075]

Tarpey, Patrick A.  
 Sauganash Commission, (S.S.A. No. 62)  
 (Member)  
 Lightfoot (Mayor) A2022-142  
 Referred [C.J.p. 51452] Economic

Terry, Remel  
 Interim Commissioner of Community Commission  
 for Public Safety and Accountability  
 Lightfoot (Mayor) F2022-59  
 Filed [C.J.p. 51470]

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**APPOINTMENTS**

Tillman, Danielle  
 Chicago Plan Commission (Member)  
 Lightfoot (Mayor) A2022-116  
 Referred [C.J.p. 49668] Zoning  
 Approved [C.J.p. 52077]

Tolliver, Richard L.  
 Commission on Chicago Landmarks (Member)  
 Lightfoot (Mayor) A2022-125  
 Referred [C.J.p. 49666] Zoning  
 Approved [C.J.p. 52079]

Tremblay, Jennifer L.  
 Special Service Area No. 48 (Old Town  
 Commission) (Member)  
 Lightfoot (Mayor) A2022-119  
 Referred [C.J.p. 49662] Economic  
 Approved [C.J.p. 51929]

Troncoso, Isaac D.  
 Interim Commissioner of Community Commission  
 for Public Safety and Accountability  
 Lightfoot (Mayor) F2022-60  
 Filed [C.J.p. 51471]

**BONDS & BOND ISSUES**

Grace Manor LP, Grace Manor LLC, East Lake  
 Grace Manor LLC, Grace at Jerusalem CDC  
 3401-3423 W Ogden Ave  
 Multi-family revenue bonds for acquisition of land,  
 65 unit construction of affordable housing  
 commonly named Grace Manor Apartments  
 Lightfoot (Mayor) O2022-2414  
 Referred [C.J.p. 49672] Finance  
 Passed [C.J.p. 51499]

Notification of sale of Multi-Family Housing  
 Revenue Bonds in amount of \$40,453,000 for  
 Barbara Jean Wright Court Apartments Project,  
 Series 2022  
 Dept./Agency F2022-66  
 Filed [C.J.p. 51471]

RBH Chicago Project LLC  
 2620 W Hirsch St  
 Multi-family construction of five townhomes and  
 conversion of elementary school for low-income  
 housing development for teachers  
 Lightfoot (Mayor) O2022-2353  
 Referred [C.J.p. 49671] Finance  
 Passed [C.J.p. 51720]

**BONDS & BOND ISSUES**

Sacred  
 9230 S Burley Ave  
 Tax-exempt housing revenue bonds for low  
 income rental development project  
 Lightfoot (Mayor) O2022-2998  
 Referred [C.J.p. 51460] Finance

**BUDGET & APPROPRIATIONS**

Annual Appropriation Ordinance

Year 2022

Fund No. 925 Amendment  
 Mayor's Office for People with Disabilities  
 regarding violence against disabled women  
 Lightfoot (Mayor) O2022-2992  
 Referred [C.J.p. 51462] Budget

Fund No. 925 amendment  
 Office of Mayor, Dept. of Housing, Dept. of Public  
 Health, Dept. of Family & Support Services; Office  
 of Emergency Management & Communications,  
 Dept. of Fire, Chicago Public Library  
 Lightfoot (Mayor) SO2022-2448  
 Referred [C.J.p. 49674] Budget  
 Passed as [C.J.p. 51922]  
 Substitute

**CITY COUNCIL**

Aldermen

Appointments

Knudsen, Timothy R.  
 43rd Ward  
 Lightfoot (Mayor) A2022-138  
 Direct Introduction Rules  
 Approved [C.J.p. 51427]

Resignations

Smith, Michele (Hon.)  
 Alderman (43rd Ward)  
 Smith (43)  
 Filed [C.J.p. 51471] F2022-49

Miscellaneous

Call for City to take "Equity in Infrastructure  
 Project" pledge  
 Villegas (36) R2022-970  
 Referred [C.J.p. 52673] Economic

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**CITY COUNCIL**

**Miscellaneous**

Call for update of Aldermanic Menu Program to include acoustic gunfire detection, alert and analytic subscription services  
 Reilly (42) Or2022-279  
 Referred [C.J.p. 52677] Rules

Prohibition of increase of salary or compensation for elected or appointed city officials during 2023 fiscal year  
 Reilly (42), and Others O2022-2940  
 Referred [C.J.p. 52678] Budget

Public question by referendum whether to prohibit City government, Park District or other governmental entity from attaching corporate name or selling naming rights to Soldier Field  
 For submission to Chicago voters at next regular election  
 Misc. Transmittal O2022-2508  
 Referred [C.J.p. 51498] Rules

Reaffirmation of commitment to sanctity of Soldier Field memorial campus and associated buildings and monuments  
 Lopez (15) Or2022-219  
 Referred [C.J.p. 52660] Finance

**Regular Meetings**

October 26, 2022 at 10:00 A.M., Council Chamber  
 Mitchell (7) O2022-2977  
 Passed [C.J.p. 52685]

**Standing Committees**

Budget and Government Operations - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

Committees and Rules - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

**CITY COUNCIL**

**Standing Committees**

Environmental Protection and Energy - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

Ethics and Government Oversight - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

Ethics and Government Oversight - Ald. Martin added as Chairman, Ald. Hadden added as Vice-Chairman, Ald. Martin removed as Vice-Chairman, Ald. Hadden removed as member  
 Martin (47) R2022-971  
 Referred [C.J.p. 52681] Rules

Finance - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

Health and Human Relations - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

License & Consumer Protection - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

Public Safety - Ald. Knudsen added as member, Ald. Smith removed  
 Years 2016-2023 - amend  
 Harris (8) R2022-969  
 Direct Introduction Rules  
 Adopted [C.J.p. 51428]

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**CITY DEPARTMENTS/AGENCIES**

Chicago Housing Authority

Call for hearing regarding failure of City's predatory housing contracting and reinvestment policies to meet needs of underserved residents

Ervin (28) R2022-973  
 Referred [C.J.p. 52669] Joint Contracting Oversight Housing

Finance

Notification of sale of Multi-Family Housing Revenue Bonds in amount of \$40,453,000 for Barbara Jean Wright Court Apartments Project, Series 2022

Dept./Agency F2022-66  
 Filed [C.J.p. 51471]

Housing

Call for hearing regarding failure of City's predatory housing contracting and reinvestment policies to meet needs of underserved residents

Ervin (28) R2022-973  
 Referred [C.J.p. 52669] Joint Contracting Oversight Housing

Inspector General

Inspector General's audit of Department of Buildings permit inspections process

Dept./Agency F2022-54  
 Filed [C.J.p. 51473]

Law

Kinzie Industrial Conservation Area Tax Increment Financing Redevelopment Plan and Project Amendment No. 2 dated July 29, 2022

Dept./Agency F2022-52  
 Filed [C.J.p. 51472]

Proposed Amendment No. 1 to Madden/Wells Redevelopment Project Area Tax Increment Financing District dated September 2, 2022

Dept./Agency F2022-62  
 Filed [C.J.p. 51472]

Proposed Amendment No. 3 to 43rd/Cottage Grove Redevelopment Project Area Tax Increment Financing District dated September 2, 2022

Dept./Agency F2022-63  
 Filed [C.J.p. 51473]

**CITY DEPARTMENTS/AGENCIES**

Law

Proposed Amendment No. 6 to Bronzeville Redevelopment Project Area Tax Increment Financing District dated September 2, 2022

Dept./Agency F2022-64  
 Filed [C.J.p. 51472]

Pulaski Corridor Tax Increment Financing, Redevelopment Plan and Project Amendment No. 3 dated July 29, 2022

Dept./Agency F2022-51  
 Filed [C.J.p. 51473]

Red Line Extension (RLE) Redevelopment Project Area Tax Increment Financing Redevelopment Plan and Project dated July 27, 2022

Dept./Agency F2022-50  
 Filed [C.J.p. 51473]

Planning & Development

Call for Commissioner to initiate negotiated sales for City-owned properties at 849 W 86th St and 8676, 8678, 8680, 8682, 8684, 8688, 8690 and 8694 S Vincennes Ave

Brookins (21) Or2022-241  
 Referred [C.J.p. 52662] Housing

Call for hearing regarding failure of City's predatory housing contracting and reinvestment policies to meet needs of underserved residents

Ervin (28) R2022-973  
 Referred [C.J.p. 52669] Joint Contracting Oversight Housing

Transportation

Call for Commissioner of Transportation to update Aldermanic Menu Program to include acoustic gunfire detection, alert and analytic subscription services

Reilly (42) Or2022-279  
 Referred [C.J.p. 52677] Rules

**CLAIMS**

Damage to Property

Belford, Sandra

Misc. Transmittal CL2022-936  
 Referred [C.J.p. 51492] Finance

Fee, Adam C.

Misc. Transmittal CL2022-965  
 Referred [C.J.p. 51493] Finance

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**CLAIMS**

Damage to Property

Gbur, Alan T.	
Misc. Transmittal	CL2022-859
Referred [C.J.p. 51493]	Finance
Hargraves, Steven R.	
Misc. Transmittal	CL2022-956
Referred [C.J.p. 51494]	Finance
Henderson, Dwight D.	
Misc. Transmittal	CL2022-927
Referred [C.J.p. 51493]	Finance
Holmes, Pearline	
Misc. Transmittal	CL2022-838
Referred [C.J.p. 51494]	Finance
Logan-Wright, Linda	
Misc. Transmittal	CL2022-932
Referred [C.J.p. 51494]	Finance
McNamara, James L.	
Misc. Transmittal	CL2022-869
Referred [C.J.p. 51495]	Finance
Munoz, Karina	
Misc. Transmittal	CL2022-884
Referred [C.J.p. 51495]	Finance
Posner, Charlene H.	
Misc. Transmittal	CL2022-958
Referred [C.J.p. 51496]	Finance
Posner, Charlene H.	
Misc. Transmittal	CL2022-957
Referred [C.J.p. 51496]	Finance
Pulphus, Rufus G. for Carter CME Church	
Misc. Transmittal	CL2022-898
Referred [C.J.p. 51496]	Finance
Rupert, Dennis E.	
Misc. Transmittal	CL2022-899
Referred [C.J.p. 51496]	Finance
Scott, Willie M.	
Misc. Transmittal	CL2022-849
Referred [C.J.p. 51496]	Finance
Villarreal, Steven L.	
Misc. Transmittal	CL2022-914
Referred [C.J.p. 51497]	Finance

**CLAIMS**

Damage to Vehicle

Allstate Ins. and Boaz, Kathryn	
Misc. Transmittal	CL2022-851
Referred [C.J.p. 51491]	Finance
Allstate Ins. and Dismukes, Checolby	
Misc. Transmittal	CL2022-850
Referred [C.J.p. 51491]	Finance
Allstate Ins. and Gonzalez, Antonio	
Misc. Transmittal	CL2022-928
Referred [C.J.p. 51491]	Finance
Allstate Ins. and Hernandez, Danelia	
Misc. Transmittal	CL2022-903
Referred [C.J.p. 51491]	Finance
Allstate Ins. and Siu, Ping	
Misc. Transmittal	CL2022-862
Referred [C.J.p. 51491]	Finance
Allstate Ins. and Washington, Mina	
Misc. Transmittal	CL2022-840
Referred [C.J.p. 51491]	Finance
Bohan, Cecilia M.	
Misc. Transmittal	CL2022-933
Referred [C.J.p. 51492]	Finance
Boyle, Michael H.	
Misc. Transmittal	CL2022-917
Referred [C.J.p. 51492]	Finance
Butler, Gwendolyn	
Misc. Transmittal	CL2022-830
Referred [C.J.p. 51492]	Finance
Castillo, Jesline E.	
Misc. Transmittal	CL2022-904
Referred [C.J.p. 51492]	Finance
Farrell, Kevin	
Misc. Transmittal	CL2022-941
Referred [C.J.p. 51493]	Finance
Fitzgerald, Christine	
Misc. Transmittal	CL2022-940
Referred [C.J.p. 51493]	Finance
Garcia, Cirenica	
Misc. Transmittal	CL2022-870
Referred [C.J.p. 51493]	Finance

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**CLAIMS**

Damage to Vehicle

Garrett, Kimberly D.	
Misc. Transmittal	CL2022-861
Referred [C.J.p. 51493]	Finance
Goodman, Mark A.	
Misc. Transmittal	CL2022-901
Referred [C.J.p. 51493]	Finance
Goodrich, Scott	
Misc. Transmittal	CL2022-937
Referred [C.J.p. 51493]	Finance
Hesser, Kyle S.	
Misc. Transmittal	CL2022-888
Referred [C.J.p. 51494]	Finance
Howard, Tonia J.	
Misc. Transmittal	CL2022-916
Referred [C.J.p. 51494]	Finance
Iancu, Cosmin	
Misc. Transmittal	CL2022-860
Referred [C.J.p. 51492]	Finance
Kimbrough, Jessica	
Misc. Transmittal	CL2022-939
Referred [C.J.p. 51494]	Finance
Lee, Won I.	
Misc. Transmittal	CL2022-887
Referred [C.J.p. 51494]	Finance
Mendoza, Mandy M.	
Misc. Transmittal	CL2022-873
Referred [C.J.p. 51495]	Finance
Milinic, Marina	
Misc. Transmittal	CL2022-819
Referred [C.J.p. 51495]	Finance
Morquecho, Gilberto R.	
Misc. Transmittal	CL2022-872
Referred [C.J.p. 51495]	Finance
Nardoni, Christianna V.	
Misc. Transmittal	CL2022-918
Referred [C.J.p. 51495]	Finance
Owens, Mario K.	
Misc. Transmittal	CL2022-959
Referred [C.J.p. 51496]	Finance

**CLAIMS**

Damage to Vehicle

Pedyash, Denis	
Misc. Transmittal	CL2022-852
Referred [C.J.p. 51496]	Finance
Pointer, Flora M.	
Misc. Transmittal	CL2022-915
Referred [C.J.p. 51496]	Finance
Reed, Kenneth C.	
Misc. Transmittal	CL2022-829
Referred [C.J.p. 51496]	Finance
Rhodes, Eric D.	
Misc. Transmittal	CL2022-831
Referred [C.J.p. 51496]	Finance
Rivera, Omar	
Misc. Transmittal	CL2022-821
Referred [C.J.p. 51496]	Finance
Rodriguez, Brianna P.	
Misc. Transmittal	CL2022-841
Referred [C.J.p. 51496]	Finance
Sandoval, Maria N.	
Misc. Transmittal	CL2022-900
Referred [C.J.p. 51496]	Finance
Shah, Miteshkumar N.	
Misc. Transmittal	CL2022-902
Referred [C.J.p. 51497]	Finance
Sosa Gomez, Keneddy	
Misc. Transmittal	CL2022-871
Referred [C.J.p. 51497]	Finance
StoDomingo, Jayson R.	
Misc. Transmittal	CL2022-864
Referred [C.J.p. 51497]	Finance
Tehrani, Hanibal	
Misc. Transmittal	CL2022-938
Referred [C.J.p. 51497]	Finance
Unique Ins. and Barginear, Jessie F.	
Misc. Transmittal	CL2022-863
Referred [C.J.p. 51497]	Finance
Walker, Stacey A.	
Misc. Transmittal	CL2022-885
Referred [C.J.p. 51497]	Finance

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**CLAIMS**

Damage to Vehicle

Walker, Stacey A.	
Misc. Transmittal	CL2022-886
Referred [C.J.p. 51492]	Finance
Wang, Xingwu	
Misc. Transmittal	CL2022-839
Referred [C.J.p. 51497]	Finance
Warren, Herbert L.	
Misc. Transmittal	CL2022-960
Referred [C.J.p. 51497]	Finance
Wassel, Mark V.	
Misc. Transmittal	CL2022-820
Referred [C.J.p. 51498]	Finance

Damage to Vehicle - Pothole

Acumen Law Group LLC and Faro, Bardia	
Misc. Transmittal	CL2022-865
Referred [C.J.p. 51491]	Finance
Adam, John C.	
Misc. Transmittal	CL2022-963
Referred [C.J.p. 51491]	Finance
Alatorre, Blanca	
Misc. Transmittal	CL2022-824
Referred [C.J.p. 51491]	Finance
Altaher, Ahmad T.	
Misc. Transmittal	CL2022-876
Referred [C.J.p. 51492]	Finance
Alvarado-Moran, Michael G.	
Misc. Transmittal	CL2022-925
Referred [C.J.p. 51492]	Finance
Ambrose, Charles E.	
Misc. Transmittal	CL2022-962
Referred [C.J.p. 51492]	Finance
Armendariz, William M.	
Misc. Transmittal	CL2022-924
Referred [C.J.p. 51492]	Finance
Arvizu, Carmela E.	
Misc. Transmittal	CL2022-950
Referred [C.J.p. 51492]	Finance
Bell, Arlene T.	
Misc. Transmittal	CL2022-868
Referred [C.J.p. 51492]	Finance

**CLAIMS**

Damage to Vehicle - Pothole

Bergstrom, Corina	
Misc. Transmittal	CL2022-880
Referred [C.J.p. 51492]	Finance
Bonnema, Carly J.	
Misc. Transmittal	CL2022-929
Referred [C.J.p. 51492]	Finance
Brief, Sam B.	
Misc. Transmittal	CL2022-920
Referred [C.J.p. 51492]	Finance
Brown, Kevin A.	
Misc. Transmittal	CL2022-921
Referred [C.J.p. 51492]	Finance
Cannon, Kymonee V.	
Misc. Transmittal	CL2022-835
Referred [C.J.p. 51492]	Finance
Castillo, Edgar S.	
Misc. Transmittal	CL2022-951
Referred [C.J.p. 51492]	Finance
Choudhury, Karen L.	
Misc. Transmittal	CL2022-857
Referred [C.J.p. 51492]	Finance
Choudhury, Karen L.	
Misc. Transmittal	CL2022-858
Referred [C.J.p. 51494]	Finance
Corley, Damien J.	
Misc. Transmittal	CL2022-853
Referred [C.J.p. 51492]	Finance
Crawford, Resean	
Misc. Transmittal	CL2022-827
Referred [C.J.p. 51492]	Finance
Cross, Tyler B.	
Misc. Transmittal	CL2022-832
Referred [C.J.p. 51492]	Finance
Cross, Tyler B.	
Misc. Transmittal	CL2022-833
Referred [C.J.p. 51492]	Finance
Cruzado, Dante P.	
Misc. Transmittal	CL2022-842
Referred [C.J.p. 51493]	Finance

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**CLAIMS**

Damage to Vehicle - Pothole

Dare, Kathryn M.	
Misc. Transmittal	CL2022-875
Referred [C.J.p. 51493]	Finance
Davis, Lavell E.	
Misc. Transmittal	CL2022-891
Referred [C.J.p. 51493]	Finance
El-Quesny, Sanam	
Misc. Transmittal	CL2022-913
Referred [C.J.p. 51493]	Finance
Flores, Nicholas R.	
Misc. Transmittal	CL2022-967
Referred [C.J.p. 51493]	Finance
Flores, Nicholas R.	
Misc. Transmittal	CL2022-966
Referred [C.J.p. 51492]	Finance
Franklin, Malcolm A.	
Misc. Transmittal	CL2022-882
Referred [C.J.p. 51493]	Finance
Fulgencio, Franklin S.	
Misc. Transmittal	CL2022-895
Referred [C.J.p. 51493]	Finance
Gallegos, Connie	
Misc. Transmittal	CL2022-855
Referred [C.J.p. 51493]	Finance
Garcia, Cirenia	
Misc. Transmittal	CL2022-883
Referred [C.J.p. 51497]	Finance
Gates, Linda M.	
Misc. Transmittal	CL2022-907
Referred [C.J.p. 51493]	Finance
Genovia, Emily M.	
Misc. Transmittal	CL2022-919
Referred [C.J.p. 51493]	Finance
Grajeda, Angelica	
Misc. Transmittal	CL2022-970
Referred [C.J.p. 51493]	Finance
Graziano, Jacqueline	
Misc. Transmittal	CL2022-953
Referred [C.J.p. 51494]	Finance

**CLAIMS**

Damage to Vehicle - Pothole

Gullion, Caroline A.	
Misc. Transmittal	CL2022-911
Referred [C.J.p. 51494]	Finance
Hazelwood, Reginald	
Misc. Transmittal	CL2022-923
Referred [C.J.p. 51494]	Finance
Henderson, Dwight D.	
Misc. Transmittal	CL2022-926
Referred [C.J.p. 51494]	Finance
Hernandez, Juan C.	
Misc. Transmittal	CL2022-954
Referred [C.J.p. 51494]	Finance
Herron, Delfondo S.	
Misc. Transmittal	CL2022-905
Referred [C.J.p. 51494]	Finance
Hosier, Chapman C.	
Misc. Transmittal	CL2022-945
Referred [C.J.p. 51494]	Finance
Hosier, Chapman C.	
Misc. Transmittal	CL2022-946
Referred [C.J.p. 51493]	Finance
Hosier, Chapman C.	
Misc. Transmittal	CL2022-947
Referred [C.J.p. 51496]	Finance
Hosier, Chapman C.	
Misc. Transmittal	CL2022-948
Referred [C.J.p. 51496]	Finance
Hosier, Chapman C.	
Misc. Transmittal	CL2022-949
Referred [C.J.p. 51496]	Finance
Kidd, Elise M.	
Misc. Transmittal	CL2022-909
Referred [C.J.p. 51494]	Finance
Kogut, Mark	
Misc. Transmittal	CL2022-866
Referred [C.J.p. 51494]	Finance
Kozlovsky, Mark	
Misc. Transmittal	CL2022-856
Referred [C.J.p. 51494]	Finance

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**CLAIMS**

Damage to Vehicle - Pothole

Kujawa, Meggan T.	
Misc. Transmittal	CL2022-922
Referred [C.J.p. 51494]	Finance
Laba, Staszek	
Misc. Transmittal	CL2022-846
Referred [C.J.p. 51494]	Finance
Lopez, Cristian	
Misc. Transmittal	CL2022-931
Referred [C.J.p. 51495]	Finance
Lopez, Martha M.	
Misc. Transmittal	CL2022-826
Referred [C.J.p. 51495]	Finance
Loudon, Sheryl A.	
Misc. Transmittal	CL2022-912
Referred [C.J.p. 51495]	Finance
Lowenthal, Michael J.	
Misc. Transmittal	CL2022-896
Referred [C.J.p. 51495]	Finance
Lundgren, Demaree A.	
Misc. Transmittal	CL2022-848
Referred [C.J.p. 51495]	Finance
Malone-Harper, Latasha	
Misc. Transmittal	CL2022-952
Referred [C.J.p. 51495]	Finance
McGee, Tairance J.	
Misc. Transmittal	CL2022-892
Referred [C.J.p. 51495]	Finance
McKinley, Reginald D.	
Misc. Transmittal	CL2022-836
Referred [C.J.p. 51495]	Finance
Medina, Jose A., Sr.	
Misc. Transmittal	CL2022-878
Referred [C.J.p. 51495]	Finance
Mehrberg, Jill	
Misc. Transmittal	CL2022-935
Referred [C.J.p. 51495]	Finance
Montelongo, Estela	
Misc. Transmittal	CL2022-969
Referred [C.J.p. 51495]	Finance

**CLAIMS**

Damage to Vehicle - Pothole

Montelongo, Estela	
Misc. Transmittal	CL2022-968
Referred [C.J.p. 51493]	Finance
Morris, Lionel	
Misc. Transmittal	CL2022-910
Referred [C.J.p. 51495]	Finance
Mullins, Edgar A.	
Misc. Transmittal	CL2022-930
Referred [C.J.p. 51495]	Finance
Munaco, Anthony F.	
Misc. Transmittal	CL2022-906
Referred [C.J.p. 51495]	Finance
Nalls, John H.	
Misc. Transmittal	CL2022-934
Referred [C.J.p. 51495]	Finance
Nusselder, Adam J.	
Misc. Transmittal	CL2022-837
Referred [C.J.p. 51495]	Finance
Omwony-Hope, Angela A.	
Misc. Transmittal	CL2022-879
Referred [C.J.p. 51495]	Finance
Penning, Lucas V.	
Misc. Transmittal	CL2022-893
Referred [C.J.p. 51496]	Finance
Pietras, Steven J.	
Misc. Transmittal	CL2022-847
Referred [C.J.p. 51496]	Finance
Rapacz, Kenneth E.	
Misc. Transmittal	CL2022-942
Referred [C.J.p. 51496]	Finance
Renner, Marilyn J.	
Misc. Transmittal	CL2022-828
Referred [C.J.p. 51496]	Finance
Ro, Kayla G.	
Misc. Transmittal	CL2022-961
Referred [C.J.p. 51496]	Finance
Ross, Yvette	
Misc. Transmittal	CL2022-943
Referred [C.J.p. 51496]	Finance

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**CLAIMS**

Damage to Vehicle - Pothole

Ross, Yvette	
Misc. Transmittal	CL2022-944
Referred [C.J.p. 51492]	Finance
Ruiz, Ashley	
Misc. Transmittal	CL2022-825
Referred [C.J.p. 51496]	Finance
Savage, Brandon L.	
Misc. Transmittal	CL2022-897
Referred [C.J.p. 51496]	Finance
Shield, Aaron M.	
Misc. Transmittal	CL2022-867
Referred [C.J.p. 51497]	Finance
Simpson, Matthew J.	
Misc. Transmittal	CL2022-877
Referred [C.J.p. 51497]	Finance
Spencer, Clayton M.	
Misc. Transmittal	CL2022-822
Referred [C.J.p. 51497]	Finance
State Farm Ins. and Depriest, Philip	
Misc. Transmittal	CL2022-881
Referred [C.J.p. 51497]	Finance
State Farm Ins. and Locasto, Joseph	
Misc. Transmittal	CL2022-823
Referred [C.J.p. 51497]	Finance
Stephens, Patricia A.	
Misc. Transmittal	CL2022-843
Referred [C.J.p. 51497]	Finance
Suh, Chong M.	
Misc. Transmittal	CL2022-854
Referred [C.J.p. 51497]	Finance
Thomas, Anitra	
Misc. Transmittal	CL2022-834
Referred [C.J.p. 51497]	Finance
Thompson, Dianne	
Misc. Transmittal	CL2022-894
Referred [C.J.p. 51497]	Finance
Uribe, Abel	
Misc. Transmittal	CL2022-889
Referred [C.J.p. 51497]	Finance

**CLAIMS**

Damage to Vehicle - Pothole

Walker, Luther F.	
Misc. Transmittal	CL2022-845
Referred [C.J.p. 51497]	Finance
Ward, Sharon R.	
Misc. Transmittal	CL2022-844
Referred [C.J.p. 51497]	Finance
Wienclawski, Matthew J.	
Misc. Transmittal	CL2022-908
Referred [C.J.p. 51498]	Finance
Williams, Stephanie	
Misc. Transmittal	CL2022-874
Referred [C.J.p. 51498]	Finance
Woods, Andrew K.	
Misc. Transmittal	CL2022-890
Referred [C.J.p. 51498]	Finance

Small Claims

Aldana, Luis E. and sundry others	
Waguespack (32)	CL2022-955
Direct Introduction	Finance
Failed to [C.J.p. 51815]	
Pass	
Pedroza, Gonzalo and sundry others	
Waguespack (32)	Or2022-244
Direct Introduction	Finance
Passed [C.J.p. 51805]	

**COMMENDATIONS & DECLARATIONS**

Alpha Mu chapter of Alpha Phi Fraternity	
100th anniversary	
Valencia (Clerk)	R2022-944
Adopted [C.J.p. 52496]	
Armstead, Milton	
70th birthday	
Coleman (16)	R2022-868
Adopted [C.J.p. 52571]	
Arnold, Mary	
85th birthday	
Harris (8)	R2022-897
Adopted [C.J.p. 52505]	

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**COMMENDATIONS & DECLARATIONS**

Avila, Raul (F.T.O.)  
 Retirement from CPD  
 Burke (14) R2022-928  
 Adopted [C.J.p. 52555]  
 Barajas, Christopher J. (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-929  
 Adopted [C.J.p. 52556]  
 Barnes, Vonceil  
 80th birthday  
 Coleman (16) R2022-869  
 Adopted [C.J.p. 52572]  
 Bluing, Acquanetta B.  
 70th birthday  
 Harris (8) R2022-901  
 Adopted [C.J.p. 52506]  
 Borja, Rafael (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-930  
 Adopted [C.J.p. 52557]  
 Bradley, Robert  
 85th birthday  
 Harris (8) R2022-898  
 Adopted [C.J.p. 52507]  
 Brewer, Gloria  
 80th birthday  
 Coleman (16) R2022-870  
 Adopted [C.J.p. 52572]  
 Brumfield, Carolyn  
 75th birthday  
 Harris (8) R2022-899  
 Adopted [C.J.p. 52507]  
 Brumfield, Jean  
 70th birthday  
 Harris (8) R2022-900  
 Adopted [C.J.p. 52508]  
 Cabral, Elizabeth  
 65th birthday  
 Coleman (16) R2022-871  
 Adopted [C.J.p. 52573]

**COMMENDATIONS & DECLARATIONS**

Campbell, Bruce  
 75th birthday  
 Harris (8) R2022-902  
 Adopted [C.J.p. 52508]  
 Campbell, Lavette E.  
 70th birthday  
 Harris (8) R2022-903  
 Adopted [C.J.p. 52509]  
 Cerna, Guillermo (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-931  
 Adopted [C.J.p. 52558]  
 Chicago Reporter, The  
 50th anniversary  
 Reilly (42) R2022-953  
 Adopted [C.J.p. 52601]  
 Commemoration of Hispanic Heritage Month  
 Lightfoot (Mayor), and Others R2022-968  
 Adopted [C.J.p. 51437]  
 Copeland, Shirley  
 70th birthday  
 Coleman (16) R2022-872  
 Adopted [C.J.p. 52573]  
 Dacanay, Daniel T. (Lt.)  
 Retirement from CPD  
 Burke (14) R2022-932  
 Adopted [C.J.p. 52559]  
 David, Bryant  
 65th birthday  
 Coleman (16) R2022-873  
 Adopted [C.J.p. 52574]  
 Day of the Girl  
 October 11, 2022  
 Dowell (3), and Others R2022-833  
 Adopted [C.J.p. 51441]  
 Dugan, Cheryl D.  
 65th birthday  
 Harris (8) R2022-904  
 Adopted [C.J.p. 52510]

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**COMMENDATIONS & DECLARATIONS**

Engelhardt, Joseph (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-933  
 Adopted [C.J.p. 52560]  
 Flowers, Georgia W.  
 65th birthday  
 Harris (8) R2022-905  
 Adopted [C.J.p. 52510]  
 Frazier, Marcia  
 80th birthday  
 Coleman (16) R2022-874  
 Adopted [C.J.p. 52574]  
 Fuentes, Hector M. (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-934  
 Adopted [C.J.p. 52561]  
 Gayden, George  
 65th birthday  
 Coleman (16) R2022-875  
 Adopted [C.J.p. 52575]  
 Glinsey, Beverly J.  
 65th birthday  
 Harris (8) R2022-906  
 Adopted [C.J.p. 52511]  
 Godinez, Manuel (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-935  
 Adopted [C.J.p. 52562]  
 Grace, James  
 70th birthday  
 Coleman (16) R2022-876  
 Adopted [C.J.p. 52575]  
 Harvey, Vera  
 97th birthday  
 Coleman (16) R2022-877  
 Adopted [C.J.p. 52576]  
 Hobbs, Elijah  
 93rd birthday  
 Coleman (16) R2022-878  
 Adopted [C.J.p. 52576]

**COMMENDATIONS & DECLARATIONS**

Hodap, Robert (F.T.O.)  
 Retirement from CPD  
 Burke (14) R2022-936  
 Adopted [C.J.p. 52563]  
 Hollis, Mamie  
 Congratulations on 100th birthday and August 2,  
 2022 declared "Mamie Hollis' Great Legacy Day"  
 Austin (34) R2022-892  
 Adopted [C.J.p. 52586]  
 Horton, Edna Johnson  
 65th birthday  
 Coleman (16) R2022-879  
 Adopted [C.J.p. 52577]  
 Houlihan, Richard M. (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-937  
 Adopted [C.J.p. 52564]  
 Humphrey, William P.  
 80th birthday  
 Harris (8) R2022-907  
 Adopted [C.J.p. 52512]  
 Ingram, Quence  
 80th birthday  
 Harris (8) R2022-908  
 Adopted [C.J.p. 52512]  
 Johnson, Freddie  
 70th birthday  
 Coleman (16) R2022-880  
 Adopted [C.J.p. 52577]  
 Kenner, Joyce (Dr.)  
 Retirement as Principal from Whitney Young High  
 School  
 Lightfoot (Mayor), and Others R2022-966  
 Adopted [C.J.p. 51431]  
 Krzysztof Sendeki  
 Congratulations on achieving rank of Eagle Scout  
 Quinn (13) R2022-950  
 Adopted [C.J.p. 52543]  
 Linevitch, Gary  
 70th birthday  
 Coleman (16) R2022-881  
 Adopted [C.J.p. 52578]

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### COMMENDATIONS & DECLARATIONS

Lisnek, Paul M.  
 Recognition of accomplishments and declaration  
 of June 19, 2023 as "Paul Lisnek Day" in Chicago  
 Cappleman (46) R2022-942  
 Adopted [C.J.p. 52603]

Little, Mary  
 80th birthday  
 Coleman (16) R2022-882  
 Adopted [C.J.p. 52578]

Love, Marjorie A.  
 85th birthday  
 Harris (8) R2022-909  
 Adopted [C.J.p. 52513]

Mariani, Ronald A. (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-938  
 Adopted [C.J.p. 52565]

Matthew Edward Salinas  
 Congratulations on achieving rank of Eagle Scout  
 Quinn (13) R2022-949  
 Adopted [C.J.p. 52542]

Maxey, Ernest T. (Comdr.)  
 100th birthday  
 Osterman (48) R2022-955  
 Adopted [C.J.p. 52614]

Maximilion Alexander Gonzalez  
 Congratulations on achieving rank of Eagle Scout  
 Quinn (13) R2022-947  
 Adopted [C.J.p. 52540]

Mayhew, Michael R. (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-939  
 Adopted [C.J.p. 52566]

Mays, Cecile E.  
 65th birthday  
 Harris (8) R2022-910  
 Adopted [C.J.p. 52513]

McCurry, Louise  
 Service to Hyde Park and Jackson Park  
 communities  
 Hairston (5) R2022-834  
 Adopted [C.J.p. 52501]

### COMMENDATIONS & DECLARATIONS

Miller, Cheryl  
 Retirement from Office of the City Clerk  
 Valencia (Clerk) R2022-919  
 Adopted [C.J.p. 52495]

Mills-Thomas, Berneice  
 Retirement from Near North Health Service  
 Corporation  
 Mitts (37) R2022-896  
 Adopted [C.J.p. 52598]

Mills-Thomas, Berneice  
 Service as executive director of Near North Health  
 Service Corp.  
 Cappleman (46) R2022-920  
 Adopted [C.J.p. 52612]

Montgomery, Audie  
 65th birthday  
 Coleman (16) R2022-883  
 Adopted [C.J.p. 52579]

National POW/MIA Recognition Day  
 September 18  
 Villegas (36) R2022-964  
 Adopted [C.J.p. 52592]

Nelson, Mozell  
 70th birthday  
 Coleman (16) R2022-884  
 Adopted [C.J.p. 52579]

Nelson, Richard F.  
 70th birthday  
 Harris (8) R2022-911  
 Adopted [C.J.p. 52514]

Nicholas Diaz  
 Congratulations on achieving rank of Eagle Scout  
 Quinn (13) R2022-948  
 Adopted [C.J.p. 52539]

Nicholas Senn High School Class of 1957  
 65th reunion  
 Osterman (48) R2022-956  
 Adopted [C.J.p. 52615]

Paliwoda, Leokadia  
 100th birthday  
 Quinn (13) R2022-946  
 Adopted [C.J.p. 52541]

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**COMMENDATIONS & DECLARATIONS**

Patterson, Charlene Humphrey (Dr.)  
 Congratulations on birthday  
 Sawyer (6) R2022-921  
 Adopted [C.J.p. 52503]  
 Perez, Martina  
 65th birthday  
 Coleman (16) R2022-885  
 Adopted [C.J.p. 52580]  
 Porch, Lula  
 90th birthday  
 Coleman (16) R2022-886  
 Adopted [C.J.p. 52580]  
 Powell, Mary A.  
 70th birthday  
 Harris (8) R2022-912  
 Adopted [C.J.p. 52515]  
 Prather, Beverly O.  
 85th birthday  
 Harris (8) R2022-913  
 Adopted [C.J.p. 52515]  
 Ramos, Cipriano  
 65th birthday  
 Coleman (16) R2022-887  
 Adopted [C.J.p. 52581]  
 Recognition of Latino Heritage Month and  
 contributions of Chicago City Council Latino  
 Caucus  
 Villegas (36), and Others R2022-963  
 Adopted [C.J.p. 52595]  
 Red Ribbon Week  
 Week of October 23, 2022  
 O'Shea (19) R2022-832  
 Adopted [C.J.p. 52583]  
 Reussig, Emily and Patrick Whelan  
 Congratulations on upcoming marriage and  
 declaration of October 14, 2022 as "Patrick  
 Whalen and Emily Reusswig Day" in Chicago  
 Cappleman (46) R2022-943  
 Adopted [C.J.p. 52613]

**COMMENDATIONS & DECLARATIONS**

Robert Senddecki  
 Congratulations on achieving rank of Eagle Scout  
 Quinn (13) R2022-951  
 Adopted [C.J.p. 52544]  
 Ross, John C.  
 80th birthday  
 Harris (8) R2022-914  
 Adopted [C.J.p. 52516]  
 Scott, Brenda M.  
 65th birthday  
 Harris (8) R2022-915  
 Adopted [C.J.p. 52516]  
 Silas, Edward E. (Pastor Dr.) and Delphine (Lady  
 Elect)  
 Pastor Dr. Edward E. Silas and Elect Lady  
 Delphine Silas  
 18 years service at Progressive Way Mission  
 COGIC  
 Mitts (37) R2022-831  
 Adopted [C.J.p. 52600]  
 Sisnette, Leonard C.  
 65th birthday  
 Harris (8) R2022-916  
 Adopted [C.J.p. 52517]  
 Slay, Robert  
 70th birthday  
 Coleman (16) R2022-888  
 Adopted [C.J.p. 52581]  
 Smith, Anita W.  
 65th birthday  
 Harris (8) R2022-917  
 Adopted [C.J.p. 52518]  
 Smith, Anthony  
 65th birthday  
 Coleman (16) R2022-889  
 Adopted [C.J.p. 52582]  
 Smith, Michelle (Alderwoman)  
 Appreciation and gratitude for 43rd Ward council  
 member service and consult for eleven years  
 Lightfoot (Mayor), and Others R2022-965  
 Adopted [C.J.p. 51434]

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### COMMENDATIONS & DECLARATIONS

VFW Rhine Post 2729  
 90th anniversary  
 Tabares (23) R2022-952  
 Adopted [C.J.p. 52584]  
 Ward, James L. (P.O.)  
 Retirement from CPD  
 Burke (14) R2022-940  
 Adopted [C.J.p. 52567]  
 Wheeler, Jerri  
 65th birthday  
 Coleman (16) R2022-890  
 Adopted [C.J.p. 52582]  
 Whitehead, Emma  
 91st birthday  
 Coleman (16) R2022-891  
 Adopted [C.J.p. 52583]  
 Woods, Ruby L.  
 75th birthday  
 Harris (8) R2022-918  
 Adopted [C.J.p. 52518]  
 Zerang, Edward J.  
 90th birthday  
 Osterman (48) R2022-957  
 Adopted [C.J.p. 52616]

### COMMITTEE/PUBLIC HEARINGS

#### Committee on Contracting Oversight and Equity

Call for hearing regarding failure of City's predatory housing contracting and reinvestment policies to meet needs of underserved residents  
 Ervin (28) R2022-973  
 Referred [C.J.p. 52669] Joint Contracting Oversight Housing

#### Committee on Economic, Capital and Technology Development

Call for hearings regarding current and future state of cryptocurrency  
 Villegas (36) R2022-823  
 Referred [C.J.p. 51245] Economic  
 Adopted [C.J.p. 51934]

### COMMITTEE/PUBLIC HEARINGS

#### Committee on Finance

Call for hearing on financial impact of healthcare coverage subsidy changes  
 Lopez (15) R2022-975  
 Referred [C.J.p. 52660] Finance

Call for hearings on calculation of property taxes, collection rates, incentives, TIF districts, and future property tax increases  
 Lopez (15) R2022-976  
 Referred [C.J.p. 52661] Finance

#### Committee on Health and Human Relations

Call for subject matter hearings on City's transgender hiring practices, status of City software incorporating name and gender, accessibility of all-gender restrooms and assessment of complaint process of Equal Employment Opportunity Commission  
 Martin (47), Rodriguez Sanchez R2022-972  
 Referred [C.J.p. 52682] Health

#### Committee on Public Safety

Call for hearing regarding protection of City residents after elimination of cash bail  
 Lopez (15), and Others R2022-974  
 Referred [C.J.p. 52661] Rules

### EXECUTIVE ORDERS & PROCLAMATIONS

Executive Order No. 2022-3  
 Establishment of Chicago as Safe Haven for Reproductive Rights  
 Lightfoot (Mayor) F2022-48  
 Filed  
 Filed [C.J.p. 51469]

### FINANCE FUNDS

#### Neighborhoods Opportunity Fund

John Scheff, Inc., d.b.a Motoworks Chicago Ltd.  
 1901 S Western Ave  
 Rehab and expand motorcycle, scooter store to include electric bicycles, motorcycle riding school with community event space  
 Lightfoot (Mayor) O2022-2347  
 Referred [C.J.p. 49673] Budget  
 Passed [C.J.p. 51912]

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**FINANCE FUNDS**

Neighborhoods Opportunity Fund

Pollicy Kings LLC  
 363 E 51st St, 353 E 51st St, 357 E 51st St  
 Mixed use renovation  
 Lightfoot (Mayor) O2022-3009  
 Referred [C.J.p. 51461] Finance

Transfer

Committee on Committees and Rules  
 Appropriation for materials and supplies  
 Harris (8) O2022-2917  
 Referred [C.J.p. 52658] Budget  
 Committee on Economic, Capital and Technology  
 Development  
 Appropriation for contingencies  
 Villegas (36) SO2022-2915  
 Referred [C.J.p. 52672] Budget  
 Committee on Economic, Capital and Technology  
 Development  
 Appropriation for contractual services  
 Villegas (36) SO2022-2914  
 Referred [C.J.p. 52673] Budget

**HISTORICAL LANDMARKS**

Miscellaneous

Clarke House Museum  
 Proposed renaming as Clark-Ford House  
 Lightfoot (Mayor) O2022-2994  
 Referred [C.J.p. 51468] Special Events

Permit Fee Waivers

Kenwood District/KAM Isaiah Israel Temple  
 1100 E Hyde Park Blvd  
 King (4) Or2022-194  
 Referred [C.J.p. 51230] Zoning  
 Passed [C.J.p. 52468]  
 Ludlow Typographic Company Bldg.  
 2028-2062 N Clybourn Ave  
 Hopkins (2) Or2022-264  
 Referred [C.J.p. 52654] Zoning

**LAWSUITS/SETTLEMENTS**

Lawsuits

Beanell Alvarez, Independent Administrator of the  
 Estate of Guadalupe Franco-Martinez, deceased v.  
 City of Chicago, a Municipal Corporation, by and  
 through the acts of Agents and/or Employees, cited  
 as 2020 L 6251  
 Waguespack (32) Or2022-246  
 Direct Introduction Finance  
 Passed [C.J.p. 51801]  
 Dilan Abreu v. City of Chicago, cited as 19 CV 2161  
 Waguespack (32) Or2022-248  
 Direct Introduction Finance  
 Passed [C.J.p. 51800]  
 Dwayne Rowlett v. City of Chicago and Chicago  
 Police Officer Alex Raske, cited as 17 L 13250  
 Waguespack (32) Or2022-249  
 Direct Introduction Finance  
 Passed [C.J.p. 51804]  
 Patrick Prince v. City of Chicago, et al., cited as No  
 18 CV 029532  
 Waguespack (32) Or2022-247  
 Direct Introduction Finance  
 Passed [C.J.p. 51803]

Report of Settlements

Months of July and August 2022  
 Waguespack (32) F2022-67  
 Direct Introduction Finance  
 Filed [C.J.p. 51818]

**MUNICIPAL CODE AMENDMENTS**

Title 2 - City Government & Administration

Ch. 8 City Council & Wards of City

2-8-041 adding provision specifying that  
 aldermanic positions be considered full-time jobs  
 Vasquez, Jr. (40), and Others O2022-2754  
 Referred [C.J.p. 52675] Rules  
 2-8-041 modifying annual salary adjustment for  
 aldermen to lesser of five percent or inflation rate  
 Vasquez, Jr. (40), and Others O2022-2724  
 Referred [C.J.p. 52675] Rules

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**MUNICIPAL CODE AMENDMENTS**

Title 2 - City Government & Administration

Ch. 8 City Council & Wards of City

2-8-041 providing for adjustment of aldermen salaries by three percent every four years beginning on May 21, 2023 and prohibiting aldermen from receiving any other outside salary as of same date

Lopez (15), O'Shea (19) O2022-2972  
Referred [C.J.p. 52660] Rules

2-8-300 providing for redistricting of City following 2030 United States Census and reducing number of City wards to 25

Lopez (15) O2022-2973  
Referred [C.J.p. 52659] Budget

Ch. 14 Dept. of Administrative Hearings

2-14-132 (a) (b) adding Sections 9-12-115 and 9-12-120 to list of "use-related offense sections" governing eligibility for impoundment of certain vehicles

Reilly (42), and Others O2022-2943  
Referred [C.J.p. 52679] Pedestrian and Traffic Safety

Ch. 25 Dept. of Business Affairs & Consumer Protection

2-25-050 adding powers and duties of Commissioner of Business Affairs and Consumer Protection to encompass denial or revocation of licenses and public way use permits

Lightfoot (Mayor) O2022-2980  
Referred [C.J.p. 51456] Transportation

Ch. 56 Office of Inspector General

2-56-060 (a) thru (d) modifying provisions governing Inspector General investigative reports

Rodriguez (22), Hadden (49) O2022-2928  
Referred [C.J.p. 52663] Ethics

2-56-065 capitalizing "Inspector General"

Rodriguez (22), Hadden (49) O2022-2928  
Referred [C.J.p. 52663] Ethics

**MUNICIPAL CODE AMENDMENTS**

Title 2 - City Government & Administration

Ch. 56 Office of Inspector General

2-56-110 (a) restricting circumstances under which Inspector General can issue public statements regarding investigations, (b) (new) requiring Inspector General to make investigative reports and responses publicly available, (new) (c) specifying information in reports that must be redacted, (new) (d) requiring opportunities for Corporation Counsel review and comment before release of reports

Rodriguez (22), Hadden (49) O2022-2928  
Referred [C.J.p. 52663] Ethics

Ch. 80 Community Commission for Public Safety and Accountability

2-80-070 modifying language governing District Council elections and candidate nominating petitions

Vasquez, Jr. (40) O2022-2927  
Referred [C.J.p. 52674] Public Safety

Ch. 156 Governmental Ethics

2-156-090 (d) (f) (new) prohibiting aldermen from receiving compensation for work related to real estate developments, legal representation or legal services

Vasquez, Jr. (40), and Others O2022-2754  
Referred [C.J.p. 52675] Rules

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 6 Regulated Business License

4-6-230 (g) deleting subsection (5) regarding booting of motor vehicles on private property

Reboyras (30), Lopez (15) O2022-1217  
Referred [C.J.p. 46858] Rules  
Re-Referred [C.J.p. 48236] License  
Deferred and [C.J.p. 52007] Published

4-6-300 (b) (c) (e) (g) adding issuance and renewal procedures for vacation rental licenses and modifying procedures relating to investigations of and fines imposed for illegal activity at vacation rentals

Tabares (23) O2022-2967  
Referred [C.J.p. 52664] License

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**MUNICIPAL CODE AMENDMENTS**

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 13 Short Term Residential Intermediaries and Advertising Platforms

- 4-13-220 (j) requiring short term residential rental providers to keep current a valid registration or license number  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License
- 4-13-230 (a) (b) prohibiting shared housing units with expired registrations from being advertised for rent  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License
- 4-13-235 prohibiting intermediaries from processing booking service transactions for shared housing units with expired registrations  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License
- 4-13-260 (a) modifying provision governing eligibility of shared housing units for renewal of registration  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License
- 4-13-270 (e) (new) specifying duties of Superintendent of Police regarding reports on criminal activity on shared housing units  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License
- 4-13-325 prohibiting advertising platforms from processing booking service transactions for shared housing units with expired registrations  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License

Ch. 14 Shared Housing Units

- 4-14-020 (d) (h) adding to review and registration requirements for shared housing units  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License
- 4-14-030 (a) (b) (c) modifying provisions governing failure of shared housing units to meet eligibility requirements  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License

**MUNICIPAL CODE AMENDMENTS**

Title 4 - Businesses, Occupations & Consumer Protection

Ch. 14 Shared Housing Units

- 4-14-050 (a) (i) establishing increased fines for offenses relating to illegal activity by shared housing hosts  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License

Ch. 17 Restricted Residential Zones

- 4-17-070 (new) establishing procedures relating to establishing a restricted residential zone  
 Tabares (23) O2022-2967  
 Referred [C.J.p. 52664] License

Ch. 60 Liquor Dealers

- 4-60-022 (10.84) allow additional alcoholic liquor licenses on portions of E 106th St  
 Sadlowski Garza (10) O2022-2853  
 Referred [C.J.p. 52658] License
- 4-60-022 (27.199) and (27.387) allow additional alcoholic liquor licenses on portions of W Lake St and N Green St  
 Burnett (27) O2022-2672  
 Referred [C.J.p. 52667] License
- 4-60-022 (27.85) disallow additional alcoholic liquor licenses on portions of W Grand Ave  
 Burnett (27) O2022-2866  
 Referred [C.J.p. 52666] License
- 4-60-022 (35.84) allow additional alcoholic liquor licenses on portions of N Milwaukee Ave  
 Ramirez-Rosa (35) O2022-2158  
 Referred [C.J.p. 51244] License  
 Passed [C.J.p. 51995]
- 4-60-022 (48.9) allow additional alcoholic liquor licenses on portions of N Clark St  
 Osterman (48) O2022-2747  
 Referred [C.J.p. 52682] License
- 4-60-022 (7.224) disallow additional alcoholic liquor licenses on portions of E 92nd St  
 Mitchell (7) O2022-2720  
 Referred [C.J.p. 52657] License
- 4-60-023 (21.130) allow additional package goods licenses on portions of W 87th St  
 Brookins (21) SO2022-2438  
 Referred [C.J.p. 51237] License  
 Passed as [C.J.p. 51994] Substitute

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### MUNICIPAL CODE AMENDMENTS

#### Title 4 - Businesses, Occupations & Consumer Protection

##### Ch. 60 Liquor Dealers

4-60-023 (27.199) and (27.387) allow additional package goods licenses on portions of W Lake St and N Green St

Burnett (27) O2022-2672  
Referred [C.J.p. 52667] License

4-60-023 (30.73) disallow additional package goods licenses on portions of N Milwaukee Ave and N Ridgeway Ave

Reboyras (30) O2022-2585  
Referred [C.J.p. 52670] License

4-60-023 (35.84) allow additional package goods licenses on portions of N Milwaukee Ave

Ramirez-Rosa (35) O2022-2158  
Referred [C.J.p. 51244] License  
Passed [C.J.p. 51995]

4-60-023 (42.408) allow additional package goods licenses on portions of N LaSalle St and W Madison St

Reilly (42) O2022-2924  
Referred [C.J.p. 52676] License

4-60-023 (48.2) allow additional package goods licenses on portions of W Thorndale Ave

Osterman (48) O2022-2748  
Referred [C.J.p. 52683] License

4-60-23 (27.85) disallow additional package goods licenses on portions of W Grand Ave

Burnett (27) O2022-2866  
Referred [C.J.p. 52666] License

##### Ch. 156 Amusements

4-156-336 (new) establishing restriction on additional licenses for public places of amusement within specified areas

Mitchell (7), Harris (8) O2022-2728  
Referred [C.J.p. 52657] License

4-156-335 (new) establishing procedure governing ordinances prohibiting issuance of additional licenses for additional public places of amusement

Mitchell (7), Harris (8) O2022-2728  
Referred [C.J.p. 52657] License

### MUNICIPAL CODE AMENDMENTS

#### Title 6 - Worker Protections

##### Ch. 10 General Human Rights

6-10-025 (a) (b) (f) modifying provision regarding gender identity option in City documentation to include legitimate governmental purpose as allowable reason for demographic information collection or for providing better services to public

Lightfoot (Mayor) O2022-2402  
Referred [C.J.p. 49669] Health  
Passed [C.J.p. 51935]

##### Ch. 20 Bodily Autonomy

6-20-010 thru 6-20-040 (new) establishing policy of City respecting fundamental right of individuals to make autonomous decisions about reproductive health care and expression of gender identity, and to protect such individuals from laws passed by other jurisdictions that seek to impose civil or criminal liabilities on persons who seek, receive or assist with provision of reproductive health care or gender-affirming care

Rodriguez Sanchez (33), and SO2022-2486  
Referred [C.J.p. 51242] Health  
Passed as [C.J.p. 51937] Substitute

#### Title 7 - Health & Safety

##### Ch. 28 Health Nuisances

7-28-785 (d) (e) (f) (g) (j) (r) modifying provisions regulating textile recycling bins and establishing pilot program allowing supersized bins in Wards 6, 16, 17 and 21

Sawyer (6), and Others O2022-2727  
Referred [C.J.p. 52656] Health

#### Title 9 - Vehicles, Traffic & Rail Transportation

##### Ch. 4 Traffic Definitions & General Provisions

9-4-010 modifying definition of "Drag racing" and adding definitions of "Reckless driving event," "Reckless driving event organizer," "Reckless driving event participant" and "Reckless driving event spectator"

Reilly (42), and Others O2022-2943  
Referred [C.J.p. 52679] Pedestrian and Traffic Safety

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**MUNICIPAL CODE AMENDMENTS**

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 4 Traffic Definitions & General Provisions

9-4-010 modifying definition of low-speed electric mobility device, and establishing provision governing personal delivery devices which self-repeals on May 31, 2025

Lightfoot (Mayor), Villegas (36) O2022-2365  
 Referred [C.J.p. 49669] License  
 Passed [C.J.p. 51997]

Ch. 8 Traffic Control Devices & Signals

9-8-010 (a) (d) correcting terms with capitalization, adding authority regarding traffic lights as also listed in Article X of Chapter 10-28

Lightfoot (Mayor) O2022-2980  
 Referred [C.J.p. 51456] Transportation

Ch. 12 Traffic & Speed Restrictions

9-12-090, 9-12-095, 9-12-100, 9-12-105 amending section titles by adding "on the public way"

Reilly (42), and Others O2022-2943  
 Referred [C.J.p. 52679] Pedestrian and Traffic Safety

9-12-115 (new) prohibiting drag racing or drifting

Reilly (42), and Others O2022-2943  
 Referred [C.J.p. 52679] Pedestrian and Traffic Safety

9-12-120 (new) establishing police authority to seize and impound vehicles used in drag racing or drifting

Reilly (42), and Others O2022-2943  
 Referred [C.J.p. 52679] Pedestrian and Traffic Safety

9-12-125 (new) establishing fines for participation in or attendance at reckless driving events

Reilly (42), and Others O2022-2943  
 Referred [C.J.p. 52679] Pedestrian and Traffic Safety

Ch. 48 Types of Vehicles-Regulations

9-48-045 (e) prohibiting pedicab operations between 6:00 P.M. and 9:00 A.M. on public ways in area bounded by Ohio St, Lake Shore Dr, Lake Michigan and Chicago River

Reilly (42) O2022-2475  
 Referred [C.J.p. 51248] License  
 Passed [C.J.p. 52000]

**MUNICIPAL CODE AMENDMENTS**

Title 9 - Vehicles, Traffic & Rail Transportation

Ch. 64 Parking Regulations

9-64-206 (c) adding provision establishing hours of operation for parking meters on portion of W Ogden Ave

Ervin (28) O2022-2753  
 Referred [C.J.p. 52668] Pedestrian and Traffic Safety

Ch. 112 Public Passenger Vehicles

9-112-600 (k) allowing for taxicab fuel surcharge to be added to every taxicab fare if price of gasoline equals or exceeds \$5 per gallon provided Commissioner issues public vehicle industry notice authorizing such surcharge

Lightfoot (Mayor) O2022-2373  
 Referred [C.J.p. 49670] License  
 Passed [C.J.p. 52002]

Title 10 - Streets, Public Ways, Parks, Airports & Harbors

Ch. 28 Structures On & Under Public Ways

10-28-590 thru 10-28-611 (new) under new Article X. Outdoor Dining Street, establishing outdoor dining program with street closure, which includes permitting processes, insurance requirements, application reviews, compliance with plans, and other pertinent regulations and conditions

Lightfoot (Mayor) O2022-2980  
 Referred [C.J.p. 51456] Transportation

Ch. 8 Use Of Public Ways & Places

10-8-332 (b) (e) (f) (h) (i) (n) (o) (p) (q) adding language governing issuance of permits for athletic events, including requiring Council orders in addition to permits for some events and mandating that permit applicants promise to bear all costs associated with events having expected attendance of over 10,000

Reilly (42), and Others O2022-2938  
 Referred [C.J.p. 52679] Special Events

10-8-335 (b) (d) (e) (f) (u) (v) (w) (x) adding language governing issuance of permits for outdoor special events, including requiring Council orders in addition to permits for some events and mandating that permit applicants promise to bear all costs associated with events having expected attendance of over 10,000

Reilly (42), and Others O2022-2938  
 Referred [C.J.p. 52679] Special Events

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**MUNICIPAL CODE AMENDMENTS**

Title 14A - Administrative Provisions of the Chicago Construction Code

Ch. 14A-1 Scope and Application

14A-1-105.9 modifying provisions governing permit applications and timeline for all construction and rehabilitation that must be performed in accordance with 2019 Chicago Energy Conservation Code, or 2022 Chicago Energy Transformation Code

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14A-12 Schedules

14A-12-1204.2 expanding stand-alone permit fees to include fees for filling post-construction compliance documentation required by Title 14N, and excepting fees for self-service reprint permit

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14A-2 Definitions

14A-2-202 expanding definitions by adding description of Chicago Energy Transformation Code, and by modifying Chicago Energy Conservation Code and Approved Agency

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14A-4 Permits

14A-4-411-3.13 expanding construction document requirements regarding energy conservation

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Title 14B - Building Code

Ch. 14B-15 Roof Assemblies and Rooftop Structures

14B-15-1515 modifying provisions governing solar reflectance

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

**MUNICIPAL CODE AMENDMENTS**

Title 14B - Building Code

Ch. 14B-35 Referenced Standards

14B-35-3500 expanding standards under ASTM to include C1549-2016, E903-20, E1918-06(2016), and inserting new section CRRC (Cool Roof Rating Council) standard

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14B-7 Fire and Smoke Protection Features

14B-7-705.2.1 modifying Table 705.2.1 governing projections from walls of any type of construction

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Title 14N - Energy Conservation Code

Code title repealed and replaced in entirety with new Title 14N 2022 Energy Transformation Code

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Title 14N - Energy Transformation Code

Ch. 14N-C1 Scope and Purpose

14N-C1-C001 thru 14N-C1-C003 (new) adopting commercial provisions of International Energy Conservation by reference, with exclusions

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-C2 Definitions

14N-C2-C201 and 14N-C2-C202 (new) establishing definition of terms, their applicability and ascriptions, but not adopting provisions of Section C201 of IECC-CE

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

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**MUNICIPAL CODE AMENDMENTS**

Title 14N - Energy Transformation Code

Ch. 14N-C3 General Requirements

14N-C3-C301 thru 14N-C3-C303 (new) adopting pertinent provisions of IECC-CEE (excluding Section C301) governing climate zone, design conditions, materials, systems and equipment

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-C4 Commercial Energy Efficiency

14N-C4-C401 thru 14N-C4-C408 (new) establishing requirements, adopting certain provisions of IECC-CE by reference, governing building envelope, building mechanical systems, service water heating, electricals, efficiency, total building performance, maintenance information and system commissioning, and general requirements

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-C5 Existing Buildings

14N-C5-C501 thru 14N-C5-C505 (new) establishing existing building regulations, adopting certain provisions of IECC-CE with modifications

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-C6 Chicago-Specific Requirements – Commercial

14N-C6-C600 (new) establishing various Chicago-specific requirements, adopted as Chapter C6 of this Code

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-C7 Referenced Standards – Commercial

14N-C7-C700 (new) adopting provisions of Chapter 6 of IECC-CE by reference as Chapter C7 of this Code

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

**MUNICIPAL CODE AMENDMENTS**

Title 14N - Energy Transformation Code

Ch. 14N-R1 Scope and Purpose

14N-R1-R001 thru 14N-R1-R003 (new) adopting residential provisions of International Energy Conservation Code by reference, with modifications

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-R2 Definitions

14N-R2-R201 and 14N-R2-R202 (new) establishing definitions, adopting pertinent provisions of IECC-RE with exclusions and modifications

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-R3 General Requirements

14N-R3-R301 thru 14N-R3-R303 (new) adopting pertinent provisions of IECC-RE (excluding Section R301) governing climate zone, design conditions, materials, systems and equipment requirements

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

Ch. 14N-R4 Residential Energy Efficiency

14N-R4-R401 thru 14N-R4-R410 (new) establishing requirements, adopting certain provisions of IECC-CE by reference with modifications, governing building thermal envelope, systems, electricals, lighting, total building performance, energy rating index compliance and national green building standard compliance

Lightfoot (Mayor) SO2022-2008  
Referred [C.J.p. 48674] Zoning  
Passed as [C.J.p. 52080]  
Substitute

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**MUNICIPAL CODE AMENDMENTS**

Title 14N - Energy Transformation Code

Ch. 14N-R5 Existing Buildings

14N-R5-R501 thru 14N-R5-R505 (new) establishing existing building regulations by adopting pertinent sections of IECC-RE by reference, with modifications

Lightfoot (Mayor) SO2022-2008  
 Referred [C.J.p. 48674] Zoning  
 Passed as [C.J.p. 52080]  
 Substitute

Ch. 14N-R6 Chicago-Specific Requirements – Residential

14N-R6-R600 (new) establishing Chicago-specific requirements, adopted as Chapter 6 of this Code

Lightfoot (Mayor) SO2022-2008  
 Referred [C.J.p. 48674] Zoning  
 Passed as [C.J.p. 52080]  
 Substitute

**OATHS OF OFFICE**

Knudsen, Timothy R.  
 Alderman (43rd Ward)  
 No Sponsor F2022-68  
 Filed [C.J.p. 51428]

**PARKING**

Buffer Zones

1215-1255 N Damen Ave, 1301-1311 N Damen Ave, 1347-1351 N Damen Ave, 1214-1248 N Damen Ave and 1300-1328 N Damen Ave

Zone No. 154  
 La Spata (1) O2022-2529  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

1700-1702 N Fairfield Ave, 2732-2798 W Wabansia Ave

Zone No. 102  
 La Spata (1) O2022-2530  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

**PARKING**

Handicapped

561 E 105th Pl		
Beale (9)		O2022-2357
Referred	[C.J.p. 51193]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52016]	SO2022-2796
1229 W 108th Pl		
Austin (34)		O2022-2573
Referred	[C.J.p. 52632]	Pedestrian and Traffic Safety
53 W 112th St		
Austin (34)		O2022-2623
Referred	[C.J.p. 52632]	Pedestrian and Traffic Safety
729 W 17th Pl		
Lee (11)		O2022-2126
Referred	[C.J.p. 51194]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52016]	SO2022-2796
1822 W 17th St		
Sigcho-Lopez (25)		O2022-2537
Referred	[C.J.p. 52628]	Pedestrian and Traffic Safety
4326 W 17th St		
Scott (24)		O2022-2068
Referred	[C.J.p. 51203]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52022]	SO2022-2796
1009 W 19th St		
Sigcho-Lopez (25)		O2022-2199
Referred	[C.J.p. 51203]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52022]	SO2022-2796
1740 W 19th St		
Sigcho-Lopez (25)		O2022-2261
Referred	[C.J.p. 51203]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52022]	SO2022-2796
2221 W 23rd Pl		
Sigcho-Lopez (25)		O2022-2157
Referred	[C.J.p. 51204]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52022]	SO2022-2796

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3514 W 24th St		
Rodriguez (22)		O2022-2887
Referred	[C.J.p. 52628]	Pedestrian and Traffic Safety
1145 W 25th St		
Lee (11)		O2022-2358
Referred	[C.J.p. 51194]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52016]	SO2022-2796
470 W 28th St		
Lee (11)		O2022-2191
Referred	[C.J.p. 51194]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52016]	SO2022-2796
4408 W 28th St		
Rodriguez (22)		O2022-2097
Referred	[C.J.p. 51202]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52021]	SO2022-2796
1223 W 31st Pl		
Lee (11)		O2022-2722
Referred	[C.J.p. 52623]	Pedestrian and Traffic Safety
1242 W 32nd St		
Lee (11)		O2022-2762
Referred	[C.J.p. 52623]	Pedestrian and Traffic Safety
845 W 33rd Pl		
Remove		
Lee (11)		O2022-2761
Referred	[C.J.p. 52636]	Pedestrian and Traffic Safety
1616 W 34th St		
Cardenas (12)		O2022-2183
Referred	[C.J.p. 51194]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52016]	SO2022-2796
916 W 35th Pl		
Lee (11)		O2022-2284
Referred	[C.J.p. 51210]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52026]	SO2022-2796

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3136 W 39th Pl		
Cardenas (12)		O2022-2255
Referred	[C.J.p. 51194]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52017]	SO2022-2796
644 W 48th Pl		
Remove		
Lee (11)		O2022-2716
Referred	[C.J.p. 52636]	Pedestrian and Traffic Safety
738 W 48th Pl		
Lee (11)		O2022-2269
Referred	[C.J.p. 51194]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52016]	SO2022-2796
817 W 51st Pl		
Taylor (20)		O2022-2510
Direct Introduction		Pedestrian and Traffic Safety
Passed	[C.J.p. 52020]	SO2022-2796
3135 W 54th St		
Burke (14)		O2022-2703
Referred	[C.J.p. 52625]	Pedestrian and Traffic Safety
3815 W 55th Pl		
Remove		
Tabares (23)		O2022-2889
Referred	[C.J.p. 52637]	Pedestrian and Traffic Safety
3804 W 56th Pl		
Tabares (23)		O2022-2094
Referred	[C.J.p. 51202]	Pedestrian and Traffic Safety
Passed	[C.J.p. 52022]	SO2022-2796
4051 W 58th St		
Remove		
Quinn (13)		O2022-2681
Referred	[C.J.p. 52637]	Pedestrian and Traffic Safety

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3331 W 60th Pl		
Tabares (23)	O2022-2081	
Referred [C.J.p. 51202]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52021]	SO2022-2796	
3742 W 61st St		
Tabares (23)	O2022-2266	
Referred [C.J.p. 51202]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52022]	SO2022-2796	
3722 W 63rd Pl		
Tabares (23)	O2022-2256	
Referred [C.J.p. 51202]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52022]	SO2022-2796	
3847 W 63rd Pl		
Tabares (23)	O2022-2204	
Referred [C.J.p. 51202]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52022]	SO2022-2796	
6729 W 63rd St		
Quinn (13)	O2022-2769	
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety	
5629 W 64th Pl		
Quinn (13)	O2022-2767	
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety	
5516 W 64th St		
Quinn (13)	O2022-2364	
Referred [C.J.p. 51195]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52017]	SO2022-2796	
3809 W 68th St		
Quinn (13)	O2022-2696	
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety	
3626 W 69th Pl		
Quinn (13)	O2022-2697	
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety	

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3830 W 70th Pl		
Quinn (13)	O2022-2698	
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety	
2138 W 71st Pl		
Moore (17)	O2022-2615	
Referred [C.J.p. 52625]	Pedestrian and Traffic Safety	
924 W 71st St		
Sawyer (6)	O2022-2167	
Referred [C.J.p. 51191]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52014]	SO2022-2796	
2138 W 73rd St		
Moore (17)	O2022-2124	
Referred [C.J.p. 51197]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52018]	SO2022-2796	
3542 W 75th Pl		
Curtis (18)	O2022-2110	
Referred [C.J.p. 51198]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52018]	SO2022-2796	
2921 E 78th St		
Mitchell (7)	O2022-2166	
Referred [C.J.p. 51192]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52014]	SO2022-2796	
3544 W 78th St		
Curtis (18)	O2022-2564	
Referred [C.J.p. 52626]	Pedestrian and Traffic Safety	
3642 W 81st Pl		
Curtis (18)	O2022-2563	
Referred [C.J.p. 52626]	Pedestrian and Traffic Safety	
1116 E 83rd St		
Harris (8)	O2022-2129	
Referred [C.J.p. 51192]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52015]	SO2022-2796	

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2619 W 83rd St  
 Curtis (18) O2022-2144  
 Referred [C.J.p. 51198] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796  
 3404 W 83rd St  
 Curtis (18) O2022-2616  
 Referred [C.J.p. 52626] Pedestrian and Traffic Safety  
 3446 W 84th St  
 Curtis (18) O2022-2202  
 Referred [C.J.p. 51198] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796  
 3821 W 86th Pl  
 Curtis (18) O2022-2108  
 Referred [C.J.p. 51198] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52018] SO2022-2796  
 1524 E 86th St  
 Harris (8) O2022-2610  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety  
 4634 W 87th St, 8658 S Knox Ave  
 Curtis (18) O2022-2203  
 Referred [C.J.p. 51198] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796  
 608 E 92nd St  
 Harris (8) O2022-2026  
 Referred [C.J.p. 51192] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796  
 1616 E 93rd St  
 Harris (8) O2022-2043  
 Referred [C.J.p. 51192] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796  
 415 W 97th St  
 Brookins (21) O2022-2197  
 Referred [C.J.p. 51201] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52020] SO2022-2796

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6841 S Aberdeen St  
 Coleman (16) O2022-2125  
 Referred [C.J.p. 51196] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52018] SO2022-2796  
 8237 S Aberdeen St  
 Brookins (21) O2022-2071  
 Referred [C.J.p. 51199] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52020] SO2022-2796  
 3325 W Adams St  
 Ervin (28) O2022-2773  
 Referred [C.J.p. 52631] Pedestrian and Traffic Safety  
 3915 W Adams St  
 Ervin (28) O2022-2777  
 Referred [C.J.p. 52631] Pedestrian and Traffic Safety  
 5235 W Agatite Ave  
 Sposato (38) O2022-2902  
 Referred [C.J.p. 52634] Pedestrian and Traffic Safety  
 5518 S Albany Ave  
 Burke (14) O2022-2701  
 Referred [C.J.p. 52624] Pedestrian and Traffic Safety  
 2948 S Arch St  
 Lee (11) O2022-2718  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety  
 1438 N Artesian Ave  
 Remove  
 La Spata (1) O2022-2638  
 Referred [C.J.p. 52636] Pedestrian and Traffic Safety  
 4438 S Artesian Ave  
 Lopez (15) O2022-1798  
 Referred [C.J.p. 49618] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52018] SO2022-2796

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5209 S Artesian Ave  
 Burke (14) O2022-2112  
 Referred [C.J.p. 51195] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52017] SO2022-2796  
 6812 N Ashland Ave  
 Hadden (49) O2022-2789  
 Referred [C.J.p. 52635] Pedestrian and  
 Traffic Safety  
 2058 W Augusta Blvd  
 Hopkins (2) O2022-2174  
 Referred [C.J.p. 51190] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796  
 3105 W Augusta Blvd  
 Maldonado (26) O2022-2079  
 Referred [C.J.p. 51204] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52023] SO2022-2796  
 2929 N Austin Ave  
 Reboyras (30) O2022-2660  
 Referred [C.J.p. 52632] Pedestrian and  
 Traffic Safety  
 6134 S Austin Ave  
 Quinn (13) O2022-2368  
 Referred [C.J.p. 51195] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52017] SO2022-2796  
 8049 S Avalon Ave  
 Harris (8) O2022-2128  
 Referred [C.J.p. 51192] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796  
 11234 S Avenue M  
 Sadlowski Garza (10) O2022-2082  
 Referred [C.J.p. 51193] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52016] SO2022-2796  
 1330 N Avers Ave  
 Maldonado (26) O2022-2545  
 Referred [C.J.p. 52628] Pedestrian and  
 Traffic Safety

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2825 W Barry Ave  
 Rodriguez Sanchez (33) O2022-2153  
 Referred [C.J.p. 51206] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796  
 6046 W Barry Ave  
 Reboyras (30) O2022-2252  
 Referred [C.J.p. 51206] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796  
 3521 W Beach Ave  
 Maldonado (26) O2022-2823  
 Referred [C.J.p. 52629] Pedestrian and  
 Traffic Safety  
 5305 W Belle Plaine Ave  
 Remove  
 Sposato (38) O2022-2907  
 Referred [C.J.p. 52638] Pedestrian and  
 Traffic Safety  
 5322 S Bishop St  
 Taylor (20) O2022-2187  
 Referred [C.J.p. 51198] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796  
 5318 S Blackstone Ave  
 Hairston (5) O2022-2173  
 Referred [C.J.p. 51190] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796  
 8116 S Blackstone Ave  
 Remove  
 Harris (8) O2022-2562  
 Referred [C.J.p. 52636] Pedestrian and  
 Traffic Safety  
 4831 W Bloomingdale Ave  
 Mitts (37) O2022-2667  
 Referred [C.J.p. 52633] Pedestrian and  
 Traffic Safety  
 5359 W Byron St  
 Remove  
 Sposato (38) O2022-2908  
 Referred [C.J.p. 52638] Pedestrian and  
 Traffic Safety

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6757 S Calumet Ave  
 Taylor (20) O2022-2820  
 Referred [C.J.p. 52626] Pedestrian and  
 Traffic Safety

7732 S Calumet Ave  
 Sawyer (6) O2022-2836  
 Referred [C.J.p. 52620] Pedestrian and  
 Traffic Safety

7950 S Calumet Ave  
 Sawyer (6) O2022-2827  
 Referred [C.J.p. 52620] Pedestrian and  
 Traffic Safety

1819 S Carpenter St  
 Sigcho-Lopez (25) O2022-2262  
 Referred [C.J.p. 51203] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52023] SO2022-2796

422 N Central Park Ave  
 Burnett (27) O2022-2196  
 Referred [C.J.p. 51204] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52023] SO2022-2796

1224 N Central Park Ave  
 Maldonado (26) O2022-2603  
 Referred [C.J.p. 52629] Pedestrian and  
 Traffic Safety

3031 S Central Park Ave  
 Rodriguez (22) O2022-2884  
 Referred [C.J.p. 52627] Pedestrian and  
 Traffic Safety

6133 S Champlain Ave  
 Taylor (20) O2022-2819  
 Referred [C.J.p. 52626] Pedestrian and  
 Traffic Safety

5238 S Christiana Ave  
 Burke (14) O2022-2275  
 Referred [C.J.p. 51195] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52017] SO2022-2796

11125 S Christiana Ave  
 O'Shea (19) O2022-2106  
 Referred [C.J.p. 51198] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52019] SO2022-2796

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8111 S Commercial Ave  
 Mitchell (7) O2022-2639  
 Referred [C.J.p. 52621] Pedestrian and  
 Traffic Safety

4332 W Cortez St  
 Mitts (37) O2022-2666  
 Referred [C.J.p. 52633] Pedestrian and  
 Traffic Safety

4407 W Cortez St  
 Mitts (37) O2022-2661  
 Referred [C.J.p. 52633] Pedestrian and  
 Traffic Safety

5445 W Cortez St  
 Mitts (37) O2022-2783  
 Referred [C.J.p. 52633] Pedestrian and  
 Traffic Safety

7723 S Cregier Ave  
 Harris (8) O2022-2027  
 Referred [C.J.p. 51192] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52015] SO2022-2796

3325 W Crystal St  
 Maldonado (26) O2022-2554  
 Referred [C.J.p. 52629] Pedestrian and  
 Traffic Safety

2125 W Cullerton St  
 Sigcho-Lopez (25) O2022-2263  
 Referred [C.J.p. 51203] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52023] SO2022-2796

5404 W Dakin St  
 Sposato (38) O2022-2903  
 Referred [C.J.p. 52634] Pedestrian and  
 Traffic Safety

3314 W Division St  
 Maldonado (26) O2022-2558  
 Referred [C.J.p. 52629] Pedestrian and  
 Traffic Safety

8059 S Dobson Ave  
 Harris (8) O2022-2259  
 Referred [C.J.p. 51192] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52015] SO2022-2796

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7309 S Dr Martin Luther King Jr Dr  
 Sawyer (6) O2022-2150  
 Referred [C.J.p. 51191] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796

9748 S Dr Martin Luther King Jr Dr  
 Beale (9) O2022-2205  
 Referred [C.J.p. 51193] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52016] SO2022-2796

1730 N Drake Ave  
 Maldonado (26) O2022-2540  
 Referred [C.J.p. 52629] Pedestrian and Traffic Safety

1744 N Drake Ave  
 Maldonado (26) O2022-2553  
 Referred [C.J.p. 52629] Pedestrian and Traffic Safety

1918 S Drake Ave  
 Scott (24) O2022-2514  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52022] SO2022-2796

8022 S Drexel Ave  
 Harris (8) O2022-2025  
 Referred [C.J.p. 51192] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796

9211 S Drexel Ave  
 Harris (8) O2022-2024  
 Referred [C.J.p. 51192] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796

4007 S Drexel Blvd  
 King (4) O2022-2936  
 Referred [C.J.p. 52620] Pedestrian and Traffic Safety

10547 S Eberhart Ave  
 Beale (9) O2022-2147  
 Referred [C.J.p. 51193] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796

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1813 W Ellen St  
 La Spata (1) O2022-2075  
 Referred [C.J.p. 51190] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796

4407 S Ellis Ave  
 King (4) O2022-2760  
 Referred [C.J.p. 52620] Pedestrian and Traffic Safety

9108 S Ellis Ave  
 Harris (8) O2022-2611  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety

3818 S Emerald Ave  
 Lee (11) O2022-2765  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety

3821 S Emerald Ave  
 Lee (11) O2022-2721  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety

7417 S Emerald Ave  
 Sawyer (6) O2022-2169  
 Referred [C.J.p. 51190] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796

8943 S Emerald Ave  
 Brookins (21) O2022-2851  
 Referred [C.J.p. 52626] Pedestrian and Traffic Safety

10042 S Emerald Ave  
 Austin (34) O2022-2195  
 Referred [C.J.p. 51207] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796

10349 S Emerald Ave  
 Austin (34) O2022-2574  
 Referred [C.J.p. 52632] Pedestrian and Traffic Safety

11154 S Esmond St  
 O'Shea (19) O2022-2107  
 Referred [C.J.p. 51198] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796

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227 W Eugenie St  
Remove  
Hopkins (2) O2022-2824  
Referred [C.J.p. 52636] Pedestrian and Traffic Safety

3304 W Evergreen Ave  
Maldonado (26) O2022-2651  
Referred [C.J.p. 52629] Pedestrian and Traffic Safety

5839 N Fairfield Ave  
Vasquez, Jr. (40) O2022-2652  
Referred [C.J.p. 52634] Pedestrian and Traffic Safety

7158 S Fairfield Ave  
Curtis (18) O2022-2302  
Referred [C.J.p. 51197] Pedestrian and Traffic Safety  
Passed [C.J.p. 52019] SO2022-2796

1456 W Fargo Ave  
Hadden (49) O2022-2787  
Referred [C.J.p. 52635] Pedestrian and Traffic Safety

2929 S Farrell St  
Lee (11) O2022-2268  
Referred [C.J.p. 51194] Pedestrian and Traffic Safety  
Passed [C.J.p. 52016] SO2022-2796

10604 S Forest Ave  
Beale (9) O2022-2192  
Referred [C.J.p. 51193] Pedestrian and Traffic Safety  
Passed [C.J.p. 52016] SO2022-2796

7018 W Foster Ave  
Napolitano (41) O2022-2935  
Referred [C.J.p. 52635] Pedestrian and Traffic Safety

1111 N Francisco Ave  
Maldonado (26) O2022-2559  
Referred [C.J.p. 52629] Pedestrian and Traffic Safety

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5223 S Francisco Ave  
Burke (14) O2022-2702  
Referred [C.J.p. 52624] Pedestrian and Traffic Safety

7210 S Francisco Ave  
Curtis (18) O2022-2300  
Referred [C.J.p. 51197] Pedestrian and Traffic Safety  
Passed [C.J.p. 52019] SO2022-2796

7210 S Francisco Ave  
Curtis (18) O2022-2912  
Referred [C.J.p. 52625] Pedestrian and Traffic Safety

8238 S Francisco Ave  
Curtis (18) O2022-2109  
Referred [C.J.p. 51197] Pedestrian and Traffic Safety  
Passed [C.J.p. 52018] SO2022-2796

3445 W Franklin Blvd  
Burnett (27) O2022-2093  
Referred [C.J.p. 51204] Pedestrian and Traffic Safety  
Passed [C.J.p. 52023] SO2022-2796

5508 W Fulton St  
Mitts (37) O2022-2662  
Referred [C.J.p. 52633] Pedestrian and Traffic Safety

3347 S Giles Ave  
King (4) O2022-2841  
Referred [C.J.p. 52620] Pedestrian and Traffic Safety

4348 W Gladys Ave  
Remove  
Ervin (28) O2022-2779  
Referred [C.J.p. 52637] Pedestrian and Traffic Safety

9040 S Greenwood Ave  
Harris (8) O2022-2613  
Referred [C.J.p. 52622] Pedestrian and Traffic Safety

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8913 S Halsted St		
Brookins (21)	O2022-2849	
Referred [C.J.p. 52626]	Pedestrian and Traffic Safety	
8342 S Hamilton Ave		
Curtis (18)	O2022-2072	
Referred [C.J.p. 51197]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52018]	SO2022-2796	
122-298 S Hamlin Ave, 3800-3817 W Adams St		
Zone No. 2339 - amend		
Ervin (28)	O2022-2592	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52031]	SO2022-2798	
2236 S Hamlin Ave		
Rodriguez (22)	O2022-2083	
Referred [C.J.p. 51201]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52021]	SO2022-2796	
2948 N Hamlin Ave		
Reboyras (30)	O2022-2155	
Referred [C.J.p. 51206]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52024]	SO2022-2796	
2948 N Hamlin Ave		
Reboyras (30)	O2022-2566	
Referred [C.J.p. 52632]	Pedestrian and Traffic Safety	
739 N Harding Ave		
Mitts (37)	O2022-2136	
Referred [C.J.p. 51207]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52025]	SO2022-2796	
1310 N Harding Ave		
Maldonado (26)	O2022-2544	
Referred [C.J.p. 52629]	Pedestrian and Traffic Safety	
1654 N Harding Ave		
Maldonado (26)	O2022-2548	
Referred [C.J.p. 52629]	Pedestrian and Traffic Safety	

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3158 S Harding Ave		
Rodriguez (22)	O2022-2877	
Referred [C.J.p. 52627]	Pedestrian and Traffic Safety	
8814 S Harper Ave		
Harris (8)	O2022-2678	
Referred [C.J.p. 52622]	Pedestrian and Traffic Safety	
9601 S Harvard Ave, 321 W 96th St		
Brookins (21)	O2022-2098	
Referred [C.J.p. 51199]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52020]	SO2022-2796	
1550 W Hastings St		
Ervin (28)	O2022-1823	
Referred [C.J.p. 49624]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52028]	SO2022-2801	
4925 W Henderson St		
Remove		
Cardona, Jr. (31)	O2022-2313	
Referred [C.J.p. 51212]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52027]	SO2022-2796	
4249 W Hirsch St		
Maldonado (26)	O2022-2822	
Referred [C.J.p. 52629]	Pedestrian and Traffic Safety	
1531 S Homan Ave		
Scott (24)	O2022-2141	
Referred [C.J.p. 51202]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52022]	SO2022-2796	
3839 S Honore St		
Cardenas (12)	O2022-2190	
Referred [C.J.p. 51194]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52017]	SO2022-2796	
5642 S Honore St		
Lopez (15)	O2022-2643	
Referred [C.J.p. 52625]	Pedestrian and Traffic Safety	

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7018 S Honore St  
 Moore (17) O2022-2846  
 Referred [C.J.p. 52625] Pedestrian and Traffic Safety

7409 N Hoyne Ave  
 Hadden (49) O2022-2791  
 Referred [C.J.p. 52635] Pedestrian and Traffic Safety

7805 S Hoyne Ave  
 Curtis (18) O2022-2188  
 Referred [C.J.p. 51197] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796

7842 S Hoyne Ave  
 Curtis (18) O2022-2617  
 Referred [C.J.p. 52626] Pedestrian and Traffic Safety

1236 W Huron St  
 La Spata (1) O2022-2523  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796

2633 W Huron St  
 Maldonado (26) O2022-2649  
 Referred [C.J.p. 52629] Pedestrian and Traffic Safety

5251 W Hutchinson St  
 Sposato (38) O2022-2091  
 Referred [C.J.p. 51208] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52025] SO2022-2796

7522 S Indiana Ave  
 Sawyer (6) O2022-2833  
 Referred [C.J.p. 52620] Pedestrian and Traffic Safety

3506 W Jackson Blvd  
 Ervin (28) O2022-2774  
 Referred [C.J.p. 52631] Pedestrian and Traffic Safety

4423 W Jackson Blvd  
 Ervin (28) O2022-2780  
 Referred [C.J.p. 52631] Pedestrian and Traffic Safety

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5340 W Jackson Blvd  
 Taliaferro (29) O2022-2950  
 Referred [C.J.p. 52631] Pedestrian and Traffic Safety

8601 S Jeffery Blvd  
 Harris (8) O2022-2028  
 Referred [C.J.p. 51192] Pedestrian and Traffic Safety

Passed [C.J.p. 52015] SO2022-2796

2816 S Karlov Ave  
 Rodriguez (22) O2022-2880  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety

3022 S Karlov Ave  
 Rodriguez (22) O2022-2123  
 Referred [C.J.p. 51201] Pedestrian and Traffic Safety

Passed [C.J.p. 52021] SO2022-2796

3229 S Karlov Ave  
 Rodriguez (22) O2022-2883  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety

4221 S Keating Ave  
 Rodriguez (22) O2022-2882  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety

4317 S Keating Ave  
 Rodriguez (22) O2022-2932  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety

6105 S Keating Ave  
 Remove

Quinn (13) O2022-2359  
 Referred [C.J.p. 51210] Pedestrian and Traffic Safety

Passed [C.J.p. 52026] SO2022-2796

6625 S Keating Ave  
 Quinn (13) O2022-2692  
 Referred [C.J.p. 52623] Pedestrian and Traffic Safety

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1730 N Kedvale Ave		
Maldonado (26)	O2022-2547	
Referred [C.J.p. 52629]	Pedestrian and Traffic Safety	
6228 W Kedvale Ave		
Remove		
Quinn (13)	O2022-2687	
Referred [C.J.p. 52636]	Pedestrian and Traffic Safety	
1300 N Kedzie Ave		
Maldonado (26)	O2022-2556	
Referred [C.J.p. 52629]	Pedestrian and Traffic Safety	
1720 N Kedzie Ave		
Maldonado (26)	O2022-2602	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
2142 N Kedzie Blvd		
Maldonado (26)	O2022-2550	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
2142 N Kedzie Blvd		
Maldonado (26)	O2022-2601	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
1707 N Keeler Ave		
Maldonado (26)	O2022-2821	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
1729 N Keeler Ave		
Maldonado (26)	O2022-2552	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
6838 S Keeler Ave		
Quinn (13)	O2022-2267	
Referred [C.J.p. 51195]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52017]	SO2022-2796	
2855 S Keeley St		
Lee (11)	O2022-2763	
Referred [C.J.p. 52622]	Pedestrian and Traffic Safety	

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761 S Kenneth Ave		
Scott (24)		O2022-2264
Referred [C.J.p. 51203]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52022]	SO2022-2796	
6030 S Kenneth Ave		
Remove		
Quinn (13)	O2022-2360	
Referred [C.J.p. 51210]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52026]	SO2022-2796	
1711 N Keystone Ave		
Maldonado (26)	O2022-2546	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
1825 N Keystone Ave		
Ramirez-Rosa (35)	O2022-2137	
Referred [C.J.p. 51207]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52024]	SO2022-2796	
2912 N Kilbourn Ave		
Cardona, Jr. (31)	O2022-2179	
Referred [C.J.p. 51206]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52024]	SO2022-2796	
4855 N Kilbourn Ave		
Repeal		
Nugent (39)	O2022-2329	
Referred [C.J.p. 51212]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52025]	SO2022-2796	
6155 S Kilbourn Ave		
Quinn (13)	O2022-2370	
Referred [C.J.p. 51195]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52017]	SO2022-2796	
1631 N Kildare Ave		
Maldonado (26)	O2022-2604	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	

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6129 S Kildare Ave  
 Quinn (13) O2022-2363  
 Referred [C.J.p. 51195] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52017] SO2022-2796  
 4432 S Kilpatrick Ave  
 Rodriguez (22) O2022-2934  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety  
 6533 S Kilpatrick Ave  
 Remove  
 Quinn (13) O2022-2685  
 Referred [C.J.p. 52637] Pedestrian and Traffic Safety  
 6645 S Kilpatrick Ave  
 Remove  
 Quinn (13) O2022-2285  
 Referred [C.J.p. 51210] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52026] SO2022-2796  
 6727 S Kolin Ave  
 Quinn (13) O2022-2367  
 Referred [C.J.p. 51195] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52017] SO2022-2796  
 7955 S Kolin Ave  
 Curtis (18) O2022-2301  
 Referred [C.J.p. 51197] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796  
 6544 S Komensky Ave  
 Quinn (13) O2022-2693  
 Referred [C.J.p. 52623] Pedestrian and Traffic Safety  
 2731 S Kostner Ave  
 Rodriguez (22) O2022-2879  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety  
 2816 S Kostner Ave  
 Rodriguez (22) O2022-2869  
 Referred [C.J.p. 52627] Pedestrian and Traffic Safety

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2824 S Kostner Ave  
 Rodriguez (22) O2022-2260  
 Referred [C.J.p. 51201] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796  
 6442 S Kostner Ave  
 Remove  
 Quinn (13) O2022-2688  
 Referred [C.J.p. 52637] Pedestrian and Traffic Safety  
 7730 S Laffin St  
 Moore (17) O2022-2847  
 Referred [C.J.p. 52625] Pedestrian and Traffic Safety  
 9119 S Laffin St  
 Brookins (21) O2022-2852  
 Referred [C.J.p. 52626] Pedestrian and Traffic Safety  
 9123 S Laffin St  
 Brookins (21) O2022-2186  
 Referred [C.J.p. 51199] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52020] SO2022-2796  
 4800 S Lake Park Ave, 4821 S Dorchester Ave  
 King (4) O2022-2257  
 Referred [C.J.p. 51190] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796  
 6354 S Lamon Ave  
 Quinn (13) O2022-2768  
 Referred [C.J.p. 52623] Pedestrian and Traffic Safety  
 6355 S Lamon Ave  
 Remove  
 Quinn (13) O2022-2361  
 Referred [C.J.p. 51210] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52026] SO2022-2796  
 7603 S Langley Ave  
 Sawyer (6) O2022-2194  
 Referred [C.J.p. 51190] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796

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8048 S Langley Ave		
Sawyer (6)	O2022-2828	
Referred [C.J.p. 52620]	Pedestrian and Traffic Safety	
4717 S Laporte Ave		
Rodriguez (22)	O2022-2876	
Referred [C.J.p. 52628]	Pedestrian and Traffic Safety	
10021 S LaSalle St		
Beale (9)	O2022-2116	
Referred [C.J.p. 51193]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52015]	SO2022-2796	
1103 N Latrobe Ave, 1620 N Latrobe Ave		
Mitts (37)	O2022-2663	
Referred [C.J.p. 52633]	Pedestrian and Traffic Safety	
1418 N Latrobe Ave		
Mitts (37)	O2022-2665	
Referred [C.J.p. 52633]	Pedestrian and Traffic Safety	
6349 S Lavergne Ave		
Quinn (13)	O2022-2691	
Referred [C.J.p. 52623]	Pedestrian and Traffic Safety	
4633 S Lawler Ave		
Rodriguez (22)	O2022-2881	
Referred [C.J.p. 52628]	Pedestrian and Traffic Safety	
4644 S Lawler Ave		
Rodriguez (22)	O2022-2886	
Referred [C.J.p. 52628]	Pedestrian and Traffic Safety	
4825 S Lawler Ave		
Rodriguez (22)	O2022-2885	
Referred [C.J.p. 52628]	Pedestrian and Traffic Safety	
2541 S Lawndale Ave		
Rodriguez (22)	O2022-2085	
Referred [C.J.p. 51201]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52021]	SO2022-2796	

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2616 N Lawndale Ave		
Ramirez-Rosa (35)	O2022-2975	
Referred [C.J.p. 52633]	Pedestrian and Traffic Safety	
7229 S Lawndale Ave		
Quinn (13)	O2022-2695	
Referred [C.J.p. 52623]	Pedestrian and Traffic Safety	
3405 W Le Moyne St		
Maldonado (26)	O2022-2551	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
3635 W Le Moyne St		
Maldonado (26)	O2022-2557	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
5110 W Le Moyne St		
Mitts (37)	O2022-2785	
Referred [C.J.p. 52633]	Pedestrian and Traffic Safety	
644 N Leamington Ave		
Mitts (37)	O2022-2782	
Referred [C.J.p. 52634]	Pedestrian and Traffic Safety	
1538 N Leavitt St		
La Spata (1)	O2022-2119	
Referred [C.J.p. 51190]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52013]	SO2022-2796	
2908 W Lexington St		
Ervin (28)	O2022-2121	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52023]	SO2022-2796	
6459 S Long Ave		
Quinn (13)	O2022-2372	
Referred [C.J.p. 51195]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52017]	SO2022-2796	
8131 S Loomis Blvd		
Brookins (21)	O2022-2101	
Referred [C.J.p. 51199]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52020]	SO2022-2796	

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8225 S Loomis Blvd  
 Brookins (21) O2022-2207  
 Referred [C.J.p. 51199] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796  
 8547 S Loomis Blvd  
 Brookins (21) O2022-2070  
 Referred [C.J.p. 51200] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52020] SO2022-2796  
 3758 S Lowe Ave, 662 W 38th St  
 Lee (11) O2022-2764  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety  
 9517 S Lowe Ave  
 Brookins (21) O2022-2254  
 Referred [C.J.p. 51200] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796  
 2207 N Lowell Ave  
 Ramirez-Rosa (35) O2022-2576  
 Referred [C.J.p. 52633] Pedestrian and Traffic Safety  
 2943 N Luna Ave  
 Remove  
 Cardona, Jr. (31) O2022-2315  
 Referred [C.J.p. 51212] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52027] SO2022-2796  
 3061 W Lyndale St  
 Waguespack (32) O2022-2250  
 Referred [C.J.p. 51206] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796  
 6148 S Major Ave  
 Remove  
 Quinn (13) O2022-2362  
 Referred [C.J.p. 51210] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52026] SO2022-2796

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5923 N Maplewood Ave  
 Vasquez, Jr. (40) O2022-2606  
 Referred [C.J.p. 52634] Pedestrian and Traffic Safety  
 6650 N Maplewood Ave  
 Remove  
 Silverstein (50) O2022-2579  
 Referred [C.J.p. 52638] Pedestrian and Traffic Safety  
 3145 N Marmora Ave  
 Reboyras (30) O2022-2900  
 Referred [C.J.p. 52632] Pedestrian and Traffic Safety  
 47 E Marquette Rd  
 Sawyer (6) O2022-2184  
 Referred [C.J.p. 51191] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796  
 7629 S Marshfield Ave  
 Moore (17) O2022-2111  
 Referred [C.J.p. 51196] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52018] SO2022-2796  
 8029 S Marshfield Ave  
 Brookins (21) O2022-2200  
 Referred [C.J.p. 51200] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52020] SO2022-2796  
 1640 N Mason Ave  
 Burnett (27) O2022-2181  
 Referred [C.J.p. 51204] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52023] SO2022-2796  
 2100 N Mason Ave, 5940 W Dickens Ave  
 Villegas (36) O2022-2066  
 Referred [C.J.p. 51207] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796  
 2831 N Mason Ave  
 Reboyras (30) O2022-2899  
 Referred [C.J.p. 52632] Pedestrian and Traffic Safety

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1027 N Massasoit Ave		
Taliaferro (29)	O2022-2077	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52023]	SO2022-2796	
8021 S May St		
Brookins (21)	O2022-2103	
Referred [C.J.p. 51200]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52020]	SO2022-2796	
9207 S May St		
Brookins (21)	O2022-2253	
Referred [C.J.p. 51200]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52021]	SO2022-2796	
41 N Mayfield Ave		
Taliaferro (29)	O2022-2949	
Referred [C.J.p. 52631]	Pedestrian and Traffic Safety	
643 N Mayfield Ave		
Taliaferro (29)	O2022-2945	
Referred [C.J.p. 52631]	Pedestrian and Traffic Safety	
1755 N Mayfield Ave		
Taliaferro (29)	O2022-2139	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52023]	SO2022-2796	
1741 N Meade Ave		
Taliaferro (29)	O2022-2951	
Referred [C.J.p. 52632]	Pedestrian and Traffic Safety	
1750 N Meade Ave		
Taliaferro (29)	O2022-2946	
Referred [C.J.p. 52632]	Pedestrian and Traffic Safety	
107 S Menard Ave		
Taliaferro (29)	O2022-2140	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52024]	SO2022-2796	

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8023 S Merrill Ave		
Remove		
Harris (8)	O2022-2561	
Referred [C.J.p. 52636]	Pedestrian and Traffic Safety	
1620 N Merrimac Ave		
Taliaferro (29)	O2022-2092	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52023]	SO2022-2796	
2945 N Merrimac Ave		
Remove		
Reboyas (30)	O2022-2567	
Referred [C.J.p. 52637]	Pedestrian and Traffic Safety	
2945 N Merrimac Ave		
Remove		
Reboyas (30)	O2022-2568	
Referred [C.J.p. 52638]	Pedestrian and Traffic Safety	
6047 S Merrimac Ave		
Remove		
Quinn (13)	O2022-2289	
Referred [C.J.p. 51210]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52026]	SO2022-2796	
6641 S Michigan Ave		
Taylor (20)	O2022-2201	
Referred [C.J.p. 51198]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52020]	SO2022-2796	
6728 S Michigan Ave		
Sawyer (6)	O2022-2834	
Referred [C.J.p. 52621]	Pedestrian and Traffic Safety	
7314 S Michigan Ave		
Sawyer (6)	O2022-2830	
Referred [C.J.p. 52621]	Pedestrian and Traffic Safety	
7425 S Michigan Ave		
Sawyer (6)	O2022-2832	
Referred [C.J.p. 52621]	Pedestrian and Traffic Safety	

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1239 S Millard Ave  
 Scott (24) O2022-2265  
 Referred [C.J.p. 51203] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52022] SO2022-2796  
 3134 S Millard Ave  
 Rodriguez (22) O2022-2069  
 Referred [C.J.p. 51201] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796  
 6509 S Minerva Ave  
 Taylor (20) O2022-2142  
 Referred [C.J.p. 51198] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52019] SO2022-2796  
 6624 S Minerva Ave  
 Hairston (5) O2022-2206  
 Referred [C.J.p. 51190] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796  
 1534 N Monticello Ave  
 Maldonado (26) O2022-2089  
 Referred [C.J.p. 51204] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52023] SO2022-2796  
 4818 N Monticello Ave  
 Ramirez-Rosa (35) O2022-2575  
 Referred [C.J.p. 52633] Pedestrian and  
 Traffic Safety  
 5914 S Moody Ave  
 Quinn (13) O2022-2694  
 Referred [C.J.p. 52623] Pedestrian and  
 Traffic Safety  
 6238 S Moody Ave  
 Remove  
 Quinn (13) O2022-2684  
 Referred [C.J.p. 52637] Pedestrian and  
 Traffic Safety  
 6613 S Morgan St  
 Sawyer (6) O2022-2837  
 Referred [C.J.p. 52621] Pedestrian and  
 Traffic Safety

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8004 S Morgan St  
 Brookins (21) O2022-2860  
 Referred [C.J.p. 52626] Pedestrian and  
 Traffic Safety  
 8233 S Morgan St  
 Brookins (21) O2022-2246  
 Referred [C.J.p. 51200] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796  
 8544 S Morgan St  
 Brookins (21) O2022-2247  
 Referred [C.J.p. 51200] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796  
 1026 N Mozart St  
 Maldonado (26) O2022-2549  
 Referred [C.J.p. 52630] Pedestrian and  
 Traffic Safety  
 1736 N Mozart St  
 La Spata (1) O2022-2970  
 Referred [C.J.p. 52620] Pedestrian and  
 Traffic Safety  
 3730 N Mozart St  
 Rodriguez Sanchez (33) O2022-2154  
 Referred [C.J.p. 51206] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796  
 6507 N Mozart St  
 Remove  
 Silverstein (50) O2022-2624  
 Referred [C.J.p. 52638] Pedestrian and  
 Traffic Safety  
 5208 S Mulligan Ave  
 Burke (14) O2022-2948  
 Referred [C.J.p. 52624] Pedestrian and  
 Traffic Safety  
 5208 S Mulligan Ave  
 Burke (14) O2022-2511  
 Direct Introduction Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52018] SO2022-2796

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8206 S Muskegon Ave	
Mitchell (7)	O2022-2131
Referred [C.J.p. 51191]	Pedestrian and Traffic Safety
Passed [C.J.p. 52014]	SO2022-2796
5612 S Nashville Ave	
Tabares (23)	O2022-2095
Referred [C.J.p. 51202]	Pedestrian and Traffic Safety
Passed [C.J.p. 52022]	SO2022-2796
6130 S Neenah Ave	
Remove	
Quinn (13)	O2022-2286
Referred [C.J.p. 51210]	Pedestrian and Traffic Safety
Passed [C.J.p. 52026]	SO2022-2796
6154 S Neenah Ave	
Remove	
Quinn (13)	O2022-2288
Referred [C.J.p. 51210]	Pedestrian and Traffic Safety
Passed [C.J.p. 52026]	SO2022-2796
4815 W Nelson St	
Cardona, Jr. (31)	O2022-2251
Referred [C.J.p. 51206]	Pedestrian and Traffic Safety
Passed [C.J.p. 52024]	SO2022-2796
5708 S Newcastle Ave	
Quinn (13)	O2022-2699
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety
5717 S Newcastle Ave	
Quinn (13)	O2022-2369
Referred [C.J.p. 51195]	Pedestrian and Traffic Safety
Passed [C.J.p. 52017]	SO2022-2796
5839 S Newcastle Ave	
Remove	
Quinn (13)	O2022-2690
Referred [C.J.p. 52637]	Pedestrian and Traffic Safety

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6240 S Newland Ave	
Quinn (13)	O2022-2770
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety
3605 N Nora Ave	
Remove	
Sposato (38)	O2022-2905
Referred [C.J.p. 52638]	Pedestrian and Traffic Safety
3733 N Nordica Ave	
Sposato (38)	O2022-2904
Referred [C.J.p. 52634]	Pedestrian and Traffic Safety
9148 S Normal Ave	
Brookins (21)	O2022-2099
Referred [C.J.p. 51200]	Pedestrian and Traffic Safety
Passed [C.J.p. 52020]	SO2022-2796
6047 S Normandy Ave	
Remove	
Quinn (13)	O2022-2287
Referred [C.J.p. 51210]	Pedestrian and Traffic Safety
Passed [C.J.p. 52026]	SO2022-2796
3645 N Nottingham Ave	
Sposato (38)	O2022-2326
Referred [C.J.p. 51208]	Pedestrian and Traffic Safety
Passed [C.J.p. 52025]	SO2022-2796
5725 S Oak Park Ave	
Quinn (13)	O2022-2366
Referred [C.J.p. 51195]	Pedestrian and Traffic Safety
Passed [C.J.p. 52017]	SO2022-2796
2318 S Oakley Ave	
Sigcho-Lopez (25)	O2022-2080
Referred [C.J.p. 51203]	Pedestrian and Traffic Safety
Passed [C.J.p. 52022]	SO2022-2796
7450 S Oglesby Ave	
Mitchell (7)	O2022-2536
Referred [C.J.p. 52621]	Pedestrian and Traffic Safety

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9111 S Oglesby Ave  
 Mitchell (7) O2022-2640  
 Referred [C.J.p. 52622] Pedestrian and Traffic Safety

3508 N Oriole Ave  
 Sposato (38) O2022-2176  
 Referred [C.J.p. 51208] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52025] SO2022-2796

3716 N Oriole Ave  
 Sposato (38) O2022-2901  
 Referred [C.J.p. 52634] Pedestrian and Traffic Safety

3726 N Osceola Ave  
 Remove  
 Sposato (38) O2022-2906  
 Referred [C.J.p. 52638] Pedestrian and Traffic Safety

3923 N Ottawa Ave  
 Remove  
 Sposato (38) O2022-2327  
 Referred [C.J.p. 51212] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52025] SO2022-2796

5221 W Parker Ave  
 Remove  
 Cardona, Jr. (31) O2022-2314  
 Referred [C.J.p. 51212] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796

2649 N Parkside Ave  
 Reboyras (30) O2022-2659  
 Referred [C.J.p. 52632] Pedestrian and Traffic Safety

6217 S Parkside Ave  
 Remove  
 Quinn (13) O2022-2682  
 Referred [C.J.p. 52637] Pedestrian and Traffic Safety

2902 S Parnell Ave  
 Lee (11) O2022-2719  
 Referred [C.J.p. 52623] Pedestrian and Traffic Safety

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7116 S Parnell Ave  
 Sawyer (6) O2022-2835  
 Referred [C.J.p. 52621] Pedestrian and Traffic Safety

4612 S Paulina St  
 Lopez (15) O2022-2084  
 Referred [C.J.p. 51196] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52018] SO2022-2796

7406 S Paxton Ave  
 Mitchell (7) O2022-2132  
 Referred [C.J.p. 51191] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796

6514 S Peoria St  
 Sawyer (6) O2022-2090  
 Referred [C.J.p. 51191] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52013] SO2022-2796

6532 S Peoria St  
 Sawyer (6) O2022-2838  
 Referred [C.J.p. 52621] Pedestrian and Traffic Safety

8055 S Peoria St  
 Brookins (21) O2022-2076  
 Referred [C.J.p. 51200] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52020] SO2022-2796

8221 S Peoria St  
 Brookins (21) O2022-2814  
 Referred [C.J.p. 52626] Pedestrian and Traffic Safety

9351 S Peoria St  
 Brookins (21) O2022-2248  
 Referred [C.J.p. 51200] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796

10132 S Peoria St  
 Austin (34) O2022-2622  
 Referred [C.J.p. 52632] Pedestrian and Traffic Safety

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9629 S Perry Ave		
Brookins (21)	O2022-2862	
Referred [C.J.p. 52626]	Pedestrian and Traffic Safety	
12051 S Perry Ave		
Beale (9)	O2022-2146	
Referred [C.J.p. 51193]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52015]	SO2022-2796	
3403 W Pierce Ave		
Maldonado (26)	O2022-2541	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
3410 W Pierce Ave		
Maldonado (26)	O2022-2539	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
2841 S Pitney Ct		
Lee (11)	O2022-2766	
Referred [C.J.p. 52623]	Pedestrian and Traffic Safety	
3807 W Polk St		
Scott (24)	O2022-2647	
Referred [C.J.p. 52628]	Pedestrian and Traffic Safety	
4846 W Polk St		
Taliaferro (29)	O2022-2078	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52023]	SO2022-2796	
2631 W Potomac Ave		
Maldonado (26)	O2022-2182	
Referred [C.J.p. 51204]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52023]	SO2022-2796	
2631 W Potomac Ave		
Maldonado (26)	O2022-2542	
Referred [C.J.p. 52630]	Pedestrian and Traffic Safety	
4148 W Potomac Ave		
Mitts (37)	O2022-2578	
Referred [C.J.p. 52634]	Pedestrian and Traffic Safety	

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4310 W Potomac Ave		
Mitts (37)	O2022-2712	
Referred [C.J.p. 52634]	Pedestrian and Traffic Safety	
6733 S Prairie Ave		
Taylor (20)	O2022-2105	
Referred [C.J.p. 51198]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52019]	SO2022-2796	
10554 S Prairie Ave		
Beale (9)	O2022-2115	
Referred [C.J.p. 51193]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52015]	SO2022-2796	
1632 W Pratt Blvd		
Hadden (49)	O2022-2133	
Referred [C.J.p. 51209]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52025]	SO2022-2796	
9806 S Princeton Ave		
Brookins (21)	O2022-2861	
Referred [C.J.p. 52627]	Pedestrian and Traffic Safety	
6131 S Rhodes Ave		
Taylor (20)	O2022-2143	
Referred [C.J.p. 51199]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52019]	SO2022-2796	
7247 S Rhodes Ave		
Sawyer (6)	O2022-2271	
Referred [C.J.p. 51191]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52014]	SO2022-2796	
7406 S Rhodes Ave		
Sawyer (6)	O2022-2831	
Referred [C.J.p. 52621]	Pedestrian and Traffic Safety	
7619 S Rhodes Ave		
Sawyer (6)	O2022-2164	
Referred [C.J.p. 51191]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52014]	SO2022-2796	

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7812 S Rhodes Ave  
Sawyer (6) O2022-2840  
Referred [C.J.p. 52621] Pedestrian and  
Traffic Safety

4832 W Rice St  
Mitts (37) O2022-2087  
Referred [C.J.p. 51207] Pedestrian and  
Traffic Safety

Passed [C.J.p. 52025] SO2022-2796

4934 W Rice St  
Mitts (37) O2022-2177  
Referred [C.J.p. 51207] Pedestrian and  
Traffic Safety

Passed [C.J.p. 52025] SO2022-2796

1901 N Richmond St  
La Spata (1) O2022-2525  
Direct Introduction Pedestrian and  
Traffic Safety

Passed [C.J.p. 52013] SO2022-2796

1922 N Richmond St  
La Spata (1) O2022-2526  
Direct Introduction Pedestrian and  
Traffic Safety

Passed [C.J.p. 52013] SO2022-2796

1922 N Richmond St  
La Spata (1) O2022-2969  
Referred [C.J.p. 52620] Pedestrian and  
Traffic Safety

7632 S Ridgeland Ave  
Harris (8) O2022-2612  
Referred [C.J.p. 52622] Pedestrian and  
Traffic Safety

1100 N Ridgeway Ave  
Burnett (27) O2022-2258  
Referred [C.J.p. 51204] Pedestrian and  
Traffic Safety

Passed [C.J.p. 52023] SO2022-2796

1443 N Ridgeway Ave  
Maldonado (26) O2022-2543  
Referred [C.J.p. 52630] Pedestrian and  
Traffic Safety

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2743 S Ridgeway Ave  
Rodriguez (22) O2022-2878  
Referred [C.J.p. 52628] Pedestrian and  
Traffic Safety

7126 S Ridgeway Ave  
Quinn (13) O2022-2371  
Referred [C.J.p. 51195] Pedestrian and  
Traffic Safety

Passed [C.J.p. 52017] SO2022-2796

1021 N Rockwell St  
Maldonado (26) O2022-2555  
Referred [C.J.p. 52631] Pedestrian and  
Traffic Safety

1021 N Rockwell St  
Maldonado (26) O2022-2650  
Referred [C.J.p. 52631] Pedestrian and  
Traffic Safety

5526 S Rockwell St  
Lopez (15) O2022-2641  
Referred [C.J.p. 52625] Pedestrian and  
Traffic Safety

6208 N Rockwell St  
Silverstein (50) O2022-2152  
Referred [C.J.p. 51209] Pedestrian and  
Traffic Safety

Passed [C.J.p. 52025] SO2022-2796

6821 S Rockwell St  
Moore (17) O2022-2705  
Referred [C.J.p. 52625] Pedestrian and  
Traffic Safety

508 W Root St  
Lee (11) O2022-2717  
Referred [C.J.p. 52623] Pedestrian and  
Traffic Safety

4742 W Roscoe St  
Reboyras (30) O2022-2565  
Referred [C.J.p. 52632] Pedestrian and  
Traffic Safety

3219 N Rutherford Ave  
Villegas (36) O2022-2088  
Referred [C.J.p. 51207] Pedestrian and  
Traffic Safety

Passed [C.J.p. 52025] SO2022-2796

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5749 S Rutherford Ave  
 Remove  
 Quinn (13) O2022-2683  
 Referred [C.J.p. 52637] Pedestrian and  
 Traffic Safety

7055 S Sangamon St  
 Amend  
 Sawyer (6) O2022-2826  
 Referred [C.J.p. 52636] Pedestrian and  
 Traffic Safety

4525 S Sawyer Ave  
 Burke (14) O2022-2772  
 Referred [C.J.p. 52624] Pedestrian and  
 Traffic Safety

3624 N Sayre Ave  
 Sposato (38) O2022-2135  
 Referred [C.J.p. 51208] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52025] SO2022-2796

6633 N Seeley Ave  
 Remove  
 Silverstein (50) O2022-2580  
 Referred [C.J.p. 52638] Pedestrian and  
 Traffic Safety

6400 N Sheridan Rd, 6417 N Magnolia Ave  
 Hadden (49) O2022-2788  
 Referred [C.J.p. 52635] Pedestrian and  
 Traffic Safety

649 N Spaulding Ave  
 Burnett (27) O2022-2180  
 Referred [C.J.p. 51204] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52023] SO2022-2796

1741 N Spaulding Ave  
 Maldonado (26) O2022-2844  
 Referred [C.J.p. 52631] Pedestrian and  
 Traffic Safety

5651 N Spaulding Ave  
 Nugent (39) O2022-2122  
 Referred [C.J.p. 51208] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52025] SO2022-2796

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2811 S Springfield Ave  
 Rodriguez (22) O2022-2096  
 Referred [C.J.p. 51201] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52021] SO2022-2796

7141 S St Lawrence Ave  
 Sawyer (6) O2022-2270  
 Referred [C.J.p. 51191] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796

7205 S St Lawrence Ave  
 Sawyer (6) O2022-2163  
 Referred [C.J.p. 51191] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52014] SO2022-2796

8522 S St Lawrence Ave  
 Sawyer (6) O2022-2829  
 Referred [C.J.p. 52621] Pedestrian and  
 Traffic Safety

2714 S St Louis Ave  
 Rodriguez (22) O2022-2845  
 Referred [C.J.p. 52628] Pedestrian and  
 Traffic Safety

4825 N St Louis Ave  
 Rodriguez Sanchez (33) O2022-2178  
 Referred [C.J.p. 51206] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52024] SO2022-2796

5120 W St Paul Ave  
 Mitts (37) O2022-2577  
 Referred [C.J.p. 52634] Pedestrian and  
 Traffic Safety

8219 S State St  
 Sawyer (6) O2022-2839  
 Referred [C.J.p. 52621] Pedestrian and  
 Traffic Safety

12646 S Stewart Ave  
 Beale (9) O2022-2114  
 Referred [C.J.p. 51193] Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52015] SO2022-2796

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6337 Talman Ave  
Silverstein (50) O2022-2151  
Referred [C.J.p. 51209] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52025] SO2022-2796

5446 W Thomas St  
Mitts (37) O2022-2784  
Referred [C.J.p. 52634] Pedestrian and  
Traffic Safety

2023 S Throop St  
Sigcho-Lopez (25) O2022-2067  
Referred [C.J.p. 51203] Pedestrian and  
Traffic Safety  
Filed [C.J.p. 52022]

8437 S Throop St  
Brookins (21) O2022-2379  
Referred [C.J.p. 51200] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52021] SO2022-2796

8618 S Throop St  
Brookins (21) O2022-2104  
Referred [C.J.p. 51201] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52020] SO2022-2796

8655 S Throop St  
Brookins (21) O2022-2100  
Referred [C.J.p. 51201] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52020] SO2022-2796

11728 S Throop St  
Austin (34) O2022-2319  
Referred [C.J.p. 51207] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52024] SO2022-2796

6804 S Tripp Ave  
Quinn (13) O2022-2700  
Referred [C.J.p. 52624] Pedestrian and  
Traffic Safety

5138 S Troy St  
Burke (14) O2022-2120  
Referred [C.J.p. 51196] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52017] SO2022-2796

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5901-5958 S Troy St  
Zone No. 2374  
Coleman (16) O2022-2817  
Referred [C.J.p. 52641] Pedestrian and  
Traffic Safety

6510 S Troy St  
Moore (17) O2022-2189  
Referred [C.J.p. 51196] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52018] SO2022-2796

5616 S Trumbull Ave  
Burke (14) O2022-2291  
Referred [C.J.p. 51196] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52018] SO2022-2796

5758 S Trumbull Ave, 3434 W 58th St  
Tabares (23) O2022-2888  
Referred [C.J.p. 52628] Pedestrian and  
Traffic Safety

2858 S Union Ave  
Lee (11) O2022-2723  
Referred [C.J.p. 52623] Pedestrian and  
Traffic Safety

4219 S Union Ave  
Lee (11) O2022-2679  
Referred [C.J.p. 52623] Pedestrian and  
Traffic Safety

8626 S Union Ave  
Brookins (21) O2022-2859  
Referred [C.J.p. 52627] Pedestrian and  
Traffic Safety

3309 W Van Buren St  
Remove  
Ervin (28) O2022-2308  
Referred [C.J.p. 51211] Pedestrian and  
Traffic Safety  
Passed [C.J.p. 52026] SO2022-2796

4309 W Van Buren St  
Ervin (28) O2022-2778  
Referred [C.J.p. 52631] Pedestrian and  
Traffic Safety

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5330 W Van Buren St		
Taliaferro (29)	O2022-2156	
Referred [C.J.p. 51205]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52024]	SO2022-2796	
6448 S Vernon Ave		
Taylor (20)	O2022-2198	
Referred [C.J.p. 51199]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52019]	SO2022-2796	
7116 S Vernon Ave		
Sawyer (6)	O2022-2117	
Referred [C.J.p. 51191]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52014]	SO2022-2796	
7532 S Vernon Ave		
Sawyer (6)	O2022-2165	
Referred [C.J.p. 51191]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52014]	SO2022-2796	
4317 S Vincennes Ave		
Dowell (3)	O2022-2118	
Referred [C.J.p. 51190]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52013]	SO2022-2796	
3424 S Wallace St		
Lee (11)	O2022-2113	
Referred [C.J.p. 51194]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52016]	SO2022-2796	
4552 S Wallace St		
Lee (11)	O2022-2127	
Referred [C.J.p. 51194]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52016]	SO2022-2796	
8529 S Wallace St		
Brookins (21)	O2022-2855	
Referred [C.J.p. 52627]	Pedestrian and Traffic Safety	
8532 S Wallace St		
Brookins (21)	O2022-2854	
Referred [C.J.p. 52627]	Pedestrian and Traffic Safety	

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9121 S Wallace St		
Brookins (21)	O2022-2102	
Referred [C.J.p. 51201]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52020]	SO2022-2796	
3510 W Walnut St		
Ervin (28)	O2022-2775	
Referred [C.J.p. 52631]	Pedestrian and Traffic Safety	
5137 W Warwick Ave		
Gardiner (45)	O2022-2607	
Referred [C.J.p. 52635]	Pedestrian and Traffic Safety	
5137 W Warwick Ave		
Gardiner (45)	O2022-2134	
Referred [C.J.p. 51208]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52025]	SO2022-2796	
5831 W Warwick Ave		
Villegas (36)	O2022-2711	
Referred [C.J.p. 52633]	Pedestrian and Traffic Safety	
5223 S Washtenaw Ave		
Burke (14)	O2022-2947	
Referred [C.J.p. 52624]	Pedestrian and Traffic Safety	
5223 S Washtenaw Ave		
Burke (14)	O2022-2509	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52018]	SO2022-2796	
6454 S Washtenaw Ave		
Moore (17)	O2022-2086	
Referred [C.J.p. 51196]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52018]	SO2022-2796	
8011 S Wentworth Ave		
Moore (17)	O2022-2145	
Referred [C.J.p. 51197]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52018]	SO2022-2796	

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6352 S Whipple St		
Moore (17)	O2022-2614	
Referred [C.J.p. 52625]	Pedestrian and Traffic Safety	
7042 S Winchester Ave		
Moore (17)	O2022-2658	
Referred [C.J.p. 52625]	Pedestrian and Traffic Safety	
7351 N Winchester Ave		
Hadden (49)	O2022-2790	
Referred [C.J.p. 52635]	Pedestrian and Traffic Safety	
5533 S Wolcott Ave		
Lopez (15)	O2022-2642	
Referred [C.J.p. 52625]	Pedestrian and Traffic Safety	
6514 S Wolcott Ave		
Lopez (15)	O2022-2644	
Referred [C.J.p. 52625]	Pedestrian and Traffic Safety	
9935 S Yale Ave		
Beale (9)	O2022-2148	
Referred [C.J.p. 51193]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52016]	SO2022-2796	
10120 S Yale Ave		
Beale (9)	O2022-2249	
Referred [C.J.p. 51193]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52016]	SO2022-2796	
7649 S Yates Blvd		
Mitchell (7)	O2022-2193	
Referred [C.J.p. 51192]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52015]	SO2022-2796	

Loading/Standing/Tow Zones

W 113th St, from S Western Ave to S Rockwell St		
No Parking Except Official School Personnel Only		
O'Shea (19)	O2022-2957	
Referred [C.J.p. 52646]	Pedestrian and Traffic Safety	

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Loading/Standing/Tow Zones

2001-2399 W 43rd St		
Cardenas (12)	O2022-1693	
Referred [C.J.p. 47979]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52033]	SO2022-2799	
2449 W 79th St		
15 Minute		
Curtis (18)	O2022-2961	
Referred [C.J.p. 52646]	Pedestrian and Traffic Safety	
E 83rd St, from S Langley Ave to S Evans Ave		
Repeal		
Sawyer (6)	O2022-1923	
Referred [C.J.p. 49629]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52033]	SO2022-2799	
5713 S Archer Ave		
Tabares (23)	O2022-2890	
Referred [C.J.p. 52618]	Pedestrian and Traffic Safety	
6842 W Archer Ave		
Tabares (23)	O2022-2891	
Referred [C.J.p. 52618]	Pedestrian and Traffic Safety	
W Augusta Blvd, and N Leavitt St		
School Days		
Hopkins (2)	O2022-2608	
Referred [C.J.p. 52648]	Pedestrian and Traffic Safety	
W Bowler St, and S Leavitt St		
15 Minute - Vehicles Must Have Flashing Lights		
Ervin (28)	O2022-2531	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52011]	SO2022-2797	
2165-2191 W Bowler St		
Ervin (28)	O2022-2534	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52034]	SO2022-2799	

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**PARKING**

Loading/Standing/Tow Zones

N California Ave, and W Glenlake Ave  
 Except For Authorized School Personnel - remove  
 Silverstein (50) O2022-2960  
 Referred [C.J.p. 52648] Pedestrian and  
 Traffic Safety

S Champlain Ave, and E 79th St  
 Sawyer (6) O2022-1924  
 Referred [C.J.p. 49628] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52033] SO2022-2799

W Fulton St, from Central Park Ave to Central  
 Park Blvd  
 Ervin (28) O2022-1907  
 Referred [C.J.p. 49629] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52034] SO2022-2799

343 W Grand Ave  
 Reilly (42) O2022-2956  
 Referred [C.J.p. 52647] Pedestrian and  
 Traffic Safety

5401 S Hyde Park Blvd  
 15 Minute Flashing Lights  
 Hairston (5) O2022-2657  
 Referred [C.J.p. 52648] Pedestrian and  
 Traffic Safety

5442 S Hyde Park Blvd  
 Hairston (5) O2022-2656  
 Referred [C.J.p. 52648] Pedestrian and  
 Traffic Safety

N Jersey Ave, and W Peterson Ave  
 Except For Authorized School Personnel  
 Silverstein (50) O2022-2625  
 Referred [C.J.p. 52647] Pedestrian and  
 Traffic Safety

S Kilpatrick Ave, from W Lexington Ave to W Fifth  
 Ave  
 Scott (24) O2022-2600  
 Referred [C.J.p. 52646] Pedestrian and  
 Traffic Safety

S Kolin Ave, from W 28th St to 2719 W Kolin Ave  
 No Parking Except Official School Personnel  
 Rodriguez (22) O2022-2868  
 Referred [C.J.p. 52646] Pedestrian and  
 Traffic Safety

**PARKING**

Loading/Standing/Tow Zones

3421 N Kostner Ave  
 Reboyras (30) O2022-2620  
 Referred [C.J.p. 52647] Pedestrian and  
 Traffic Safety

3422 N Kostner Ave  
 Reboyras (30) O2022-2619  
 Referred [C.J.p. 52647] Pedestrian and  
 Traffic Safety

W Lawndale Ave, at W 84th Pl  
 Lane (18) O2015-765  
 Referred [C.J.p. 102598] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52033] SO2022-2799

2520 S Lawndale Ave  
 Rodriguez (22) O2022-2953  
 Referred [C.J.p. 52646] Pedestrian and  
 Traffic Safety

1041 N Leclair Ave  
 Mitts (37) O2022-2664  
 Referred [C.J.p. 52634] Pedestrian and  
 Traffic Safety

5205 N Milwaukee Ave  
 Gardiner (45) O2022-2334  
 Referred [C.J.p. 51218] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52011] SO2022-2797

2017-2033 W Montrose Ave  
 Amend  
 Martin (47) O2022-2278  
 Referred [C.J.p. 51218] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52011] SO2022-2797

349 N Morgan St  
 Burnett (27) O2021-3693  
 Referred [C.J.p. 36693] Pedestrian and  
 Traffic Safety

Passed [C.J.p. 52011] SO2022-2797

N Paulina St, and W Wolfram St  
 Waguespack (32) O2022-2621  
 Referred [C.J.p. 52647] Pedestrian and  
 Traffic Safety

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**PARKING**

Loading/Standing/Tow Zones

4127 N Ravenswood Ave  
 Martin (47) O2022-2280  
 Referred [C.J.p. 51213] Pedestrian and Traffic Safety

Passed [C.J.p. 52028] SO2022-2801

W Roscoe St, (north side) from point 310 ft. west of N Halsted St to point 25 ft. west, W Roscoe St (south side) from point 308 ft. west of N Halsted St to point 10 ft. west

Tunney (44) O2022-2653  
 Referred [C.J.p. 52647] Pedestrian and Traffic Safety

W Roscoe St, and N Broadway

Repeal

Tunney (44) O2022-2654  
 Referred [C.J.p. 52640] Pedestrian and Traffic Safety

W Schubert Ave, and N Central Ave

Reboyras (30) O2022-2312  
 Referred [C.J.p. 51220] Pedestrian and Traffic Safety

Passed [C.J.p. 52034] SO2022-2799

S St Louis Ave, from W 53rd Pl to W 54th Pl

Except For Official School Personnel Permit Parking Only

Burke (14) O2022-2704  
 Referred [C.J.p. 52646] Pedestrian and Traffic Safety

N State St, from E Superior St to points east thereof

Amend

Reilly (42) O2022-2959  
 Referred [C.J.p. 52645] Pedestrian and Traffic Safety

3513 W Walnut St

Ervin (28) O2022-2776  
 Referred [C.J.p. 52631] Pedestrian and Traffic Safety

1757 W Wilson Ave

Martin (47) O2022-2279  
 Referred [C.J.p. 51189] Pedestrian and Traffic Safety

Passed [C.J.p. 52011] SO2022-2797

**PARKING**

Loading/Standing/Tow Zones

S Kostner Ave from W 31st to W 33rd St

No Parking Except for Authorized School Personnel

Rodriguez (22) O2022-1862  
 Referred [C.J.p. 49629] Pedestrian and Traffic Safety

Passed [C.J.p. 52033] SO2022-2799

W 31st St from S Kostner Ave to S Kilbourn Ave

No Parking Except for Authorized School Personnel

Rodriguez (22) O2022-1862  
 Referred [C.J.p. 49629] Pedestrian and Traffic Safety

Passed [C.J.p. 52033] SO2022-2799

Meters

3101-3111 W Logan Blvd

Waguespack (32) O2022-2781  
 Referred [C.J.p. 52619] Pedestrian and Traffic Safety

Residential Permit

701-721 W 15th St

Zone No. 1476 - amend

Lee (11) O2022-2680  
 Referred [C.J.p. 52642] Pedestrian and Traffic Safety

5000-5099 W Altgeld St

Zone No. 1661 - amend

Cardona, Jr. (31) Or2022-239  
 Referred [C.J.p. 52643] Pedestrian and Traffic Safety

6413-6457 N Bell Ave, 6412-6458 N Bell Ave

Zone No. 1587 - extension

Silverstein (50) Or2022-223  
 Referred [C.J.p. 52642] Pedestrian and Traffic Safety

6315-6358 S Campbell Ave

Zone No. 2375

Coleman (16) O2022-2816  
 Referred [C.J.p. 52641] Pedestrian and Traffic Safety

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### PARKING

#### Residential Permit

6600-6655 S Claremont Ave  
 Zone No. 2376  
 Coleman (16) O2022-2815  
 Referred [C.J.p. 52641] Pedestrian and Traffic Safety

W Deming Pl, 5200 block  
 Cardona, Jr. (31) Or2021-177  
 Referred [C.J.p. 34141] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798

W Eddy St, 4000 block  
 Reboyras (30) Or2021-223  
 Referred [C.J.p. 36715] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798

1804-1898 W Ellen St, 1805-1899 W Ellen St  
 Zone No. 154 - amend  
 La Spata (1) O2022-238  
 Referred [C.J.p. 44163] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

1615 N Fairfield Ave  
 Zone No. 102 - extension  
 La Spata (1) O2022-2524  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

6301-6339 N Fairfield Ave, 6306-6342 N Fairfield Ave  
 Zone No. 448 - extension  
 Silverstein (50) Or2022-235  
 Referred [C.J.p. 52643] Pedestrian and Traffic Safety

2400-2499 W Gladys Ave  
 Burnett (27) O2022-2276  
 Referred [C.J.p. 51214] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

5000-5099 W Gladys Ave  
 Ervin (28) Or2022-197  
 Referred [C.J.p. 51214] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

### PARKING

#### Residential Permit

2300-2324 W Harrison St  
 Zone No. 80 - amend  
 Ervin (28) O2022-2591  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798

6714-6759 S Kostner Ave  
 Tabares (23) Or2022-262  
 Referred [C.J.p. 52641] Pedestrian and Traffic Safety

N Linder Ave, from W Parker Ave to W Diversey Ave  
 Zone No. 250 - remove  
 Cardona, Jr. (31) Or2022-233  
 Referred [C.J.p. 52643] Pedestrian and Traffic Safety

00-99 N Lotus Ave  
 Taliaferro (29) Or2022-281  
 Referred [C.J.p. 52641] Pedestrian and Traffic Safety

N Lotus Ave, 2800 block  
 Zone No. 1295 - amend  
 Cardona, Jr. (31) O2022-2706  
 Referred [C.J.p. 52644] Pedestrian and Traffic Safety

4100-4157 N Mango Ave, W Berteau Ave, from 4156 N Mango Ave, 4156 N Major Ave and 4157 N Menard Ave, and W Berteau Ave from 4157-4201 N Major Ave to 4156-4200 N Parkside Ave  
 Zone No. 341 - amend  
 Sposato (38) O2022-2328  
 Referred [C.J.p. 51217] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798

N Massasoit Ave, 1100 block  
 Taliaferro (29) Or2022-282  
 Referred [C.J.p. 52642] Pedestrian and Traffic Safety

N Parkside Ave, 1500 block  
 Taliaferro (29) Or2022-280  
 Referred [C.J.p. 52642] Pedestrian and Traffic Safety

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**PARKING**

Residential Permit

1913-1931 S Peoria St  
 Zone No. 2359  
 Lee (11) O2022-2513  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798  
 3300-3398 W Rice St  
 Zone No. 2372  
 Burnett (27) O2022-2759  
 Referred [C.J.p. 52641] Pedestrian and Traffic Safety  
 W Roscoe St, 4000 block  
 Zone No. 94 - amend  
 Reboyras (30) O2022-2605  
 Referred [C.J.p. 52642] Pedestrian and Traffic Safety  
 1901-1911 S Shelby Ct, 1971-1999 S Shelby Ct  
 Zone No. 2269 - remove  
 Sigcho-Lopez (25) O2022-2897  
 Referred [C.J.p. 52644] Pedestrian and Traffic Safety  
 16-99 S Springfield Ave  
 Zone No. 2339 - amend  
 Ervin (28) O2022-2311  
 Referred [C.J.p. 51216] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798  
 1700-1754 N Tripp Ave  
 Zone No. 2252 - amend  
 Maldonado (26) O2022-2538  
 Referred [C.J.p. 52643] Pedestrian and Traffic Safety  
 2744 W Wabansia Ave, 1700-1702 N Fairfield Ave  
 Zone No. 102 - repeal  
 La Spata (1) O2022-2530  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52030] SO2022-2798

**PARKING**

Residential Permit

N Washtenaw Ave, 6500 block  
 Zone No. 2166 - extension  
 Silverstein (50) Or2022-217  
 Referred [C.J.p. 51215] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798  
 5700-5759 S Washtenaw Ave  
 Zone No. 2373  
 Coleman (16) O2022-2818  
 Referred [C.J.p. 52641] Pedestrian and Traffic Safety  
 W Wrightwood Ave, 5800 block  
 Reboyras (30) Or2019-315  
 Referred [C.J.p. 6680] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798  
 2113-3315 W Diversey Ave - Zone No. 100  
 Ramirez-Rosa (35) O2022-2501  
 Referred [C.J.p. 51216] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798  
 3212-3325 W Diversey Ave - Zone No. 95  
 Ramirez-Rosa (35) O2022-2501  
 Referred [C.J.p. 51216] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52031] SO2022-2798

**PROPERTY**

Acquisition

Belt Railway Co.  
 W Columbus Ave, S Western Ave, S Rockwell St,  
 S California Ave, S Fairfield Ave, S Washtenaw Ave  
 City acquisition for public use in construction of  
 grade-separated crossing of rail and vehicular  
 traffic  
 Lightfoot (Mayor) SO2022-2450  
 Referred [C.J.p. 49677] Transportation  
 Passed as [C.J.p. 52041] Substitute

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**PROPERTY**

Plats

Resubdivision

CHA North Sheffield Resubdivision  
 Area bounded by W Diversey Pkwy, N Lincoln Ave, N Kenmore Ave and N Sheffield Ave  
 Approval of plat  
 Tunney (44) O2022-2707  
 Referred [C.J.p. 52681] Transportation

Lincoln Yards North Resubdivision  
 Area bounded by W Webster Ave, N Dominick St, N Kingsbury St and north branch of Chicago River  
 Approval of plat  
 Hopkins (2) O2022-2919  
 Referred [C.J.p. 52653] Transportation

Sale

Ana Del Valle and Disifredo Del Valle  
 1736 Ridgeway Ave  
 Lightfoot (Mayor) O2022-3001  
 Referred [C.J.p. 51465] Housing

Brunner, Ngaya T.  
 4350 W Van Buren St  
 Bid sale vacant City-owned property  
 Lightfoot (Mayor) O2022-2351  
 Referred [C.J.p. 49675] Housing  
 Passed [C.J.p. 51947]

Comer Science and Education Foundation  
 7339 S South Chicago Ave  
 Negotiated sale of As-is previously improved by buyer  
 Lightfoot (Mayor) O2022-2982  
 Referred [C.J.p. 51466] Housing

Dodd, Patricia, Melvin Dodd and Bisharah Dodd  
 5426 W Potomac Ave  
 Negotiated vacant property  
 Lightfoot (Mayor) O2022-2989  
 Referred [C.J.p. 51465] Housing

**PROPERTY**

Sale

Forging Opportunities for Refugees in America, Inc. (FORA)  
 6435 N California Ave  
 As-is bid sale with negotiated purchase agreement requiring remediation for residential occupancy

Lightfoot (Mayor) O2022-2356  
 Referred [C.J.p. 49675] Housing  
 Passed [C.J.p. 51955]

Glover Douglas, Jeffrey and Stephanie  
 429 E 48th Pl  
 Bid sale of vacant property  
 Lightfoot (Mayor) O2022-2350  
 Referred [C.J.p. 49675] Housing  
 Passed [C.J.p. 51951]

Hand Club for Kids  
 5216 W Ferdinand St, 5223 W Ferdinand St  
 Negotiated sale of vacant property  
 Lightfoot (Mayor) O2022-2981  
 Referred [C.J.p. 51466] Housing

Hudson, Emma  
 5952 S Loomis Blvd  
 Negotiated vacant property  
 Lightfoot (Mayor) O2022-2990  
 Referred [C.J.p. 51465] Housing

Inherent L3C  
 Twenty various city lots  
 Construction of affordable and market rate residences under City Lots for Working Families Program  
 Lightfoot (Mayor) O2022-3000  
 Referred [C.J.p. 51466] Housing

Lofton II, Michael Dennis  
 2445 E 74th St  
 Negotiated vacant property  
 Lightfoot (Mayor) O2022-2991  
 Referred [C.J.p. 51465] Housing

Luis Miguel Rios Cruz and Lidia Adelita Medrano Gonzalez  
 6108 S Wood St  
 Lightfoot (Mayor) O2022-3002  
 Referred [C.J.p. 51465] Housing

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**PROPERTY**

**Sale**

Nunez, Martin  
 2747 W Jackson Blvd  
 Negotiated vacant property  
 Lightfoot (Mayor) O2022-2988  
 Referred [C.J.p. 51465] Housing

R&D Builders LLC  
 2719 E 79th Pl, 2716 E 76th St, 7607 S Saginaw  
 Ave, 2733 E 76th St, 2731 E 76th St, 9230 S  
 Clyde Ave, 2727 E 93rd St  
 Vacant Lot development under City Lots for  
 Working Families Program  
 Lightfoot (Mayor) O2022-2999  
 Referred [C.J.p. 51466] Housing

SBSS LLC  
 1800 W 17th St  
 Negotiated sale of vacant rear portion parcel  
 Lightfoot (Mayor) O2022-2983  
 Referred [C.J.p. 51466] Housing

Watts, Corasha Diamond  
 415 Kilbourn Ave  
 Bid sale of vacant property  
 Lightfoot (Mayor) O2022-2349  
 Referred [C.J.p. 49675] Housing  
 Passed [C.J.p. 51943]

**PUBLIC WAY USAGE**

**Grants of Privilege**

Ashland & 79th Currency  
 7901 S Ashland Ave  
 Sign  
 Brookins (21) O2022-2437  
 Referred [C.J.p. 51238] Transportation  
 Passed [C.J.p. 52039]

**REPORTS**

**Miscellaneous**

Inspector General  
 Audit on Dept. of Family and Support Services  
 strategic contracting  
 Dept./Agency F2022-53  
 Filed [C.J.p. 51474]

**REPORTS**

**Miscellaneous**

Inspector General's audit of Department of  
 Buildings permit inspections process  
 Dept./Agency F2022-54  
 Filed [C.J.p. 51473]

**RESTRICTED RESIDENTIAL ZONES**

**Designation**

23rd Ward 37th Precinct  
 Prohibition on new and additional shared housing  
 units and vacation rentals  
 Tabares (23) O2022-2856  
 Referred [C.J.p. 52664] License

**Renewal**

28th, 30th and 41st Precincts of 13th Ward  
 Four-year extension on prohibition of new and  
 additional shared housing units and vacation  
 rentals  
 Quinn (13) O2022-2436  
 Referred [C.J.p. 51233] License  
 Passed [C.J.p. 52005]

23rd Ward 21st Precinct  
 Prohibition on new and additional shared housing  
 units and vacation rentals  
 Tabares (23) O2022-2857  
 Referred [C.J.p. 52664] License

**SIGNS/SIGNBOARDS**

3246 E 118th St  
 Sadlowski Garza (10) Or2022-212  
 Referred [C.J.p. 51232] Zoning  
 Passed [C.J.p. 52494]

2304 W 95th St  
 O'Shea (19) Or2022-224  
 Referred [C.J.p. 52662] Zoning

3390 N Avondale Ave  
 Ramirez-Rosa (35) Or2022-225  
 Referred [C.J.p. 52672] Zoning

111 N Canal St  
 North elevation  
 Reilly (42) Or2022-268  
 Referred [C.J.p. 52677] Zoning

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**SIGNS/SIGNBOARDS**

111 N Canal St  
 South elevation  
 Reilly (42) Or2022-269  
 Referred [C.J.p. 52677] Zoning  
 1100 S Canal St  
 Sigcho-Lopez (25) Or2022-258  
 Referred [C.J.p. 52666] Zoning  
 1602 W Cermak Rd  
 Permit No. 100982545  
 Sigcho-Lopez (25) Or2022-256  
 Referred [C.J.p. 52666] Zoning  
 1602 W Cermak Rd  
 Permit No. 100982546  
 Sigcho-Lopez (25) Or2022-257  
 Referred [C.J.p. 52666] Zoning  
 1602 W Cermak Rd  
 Permit No. 100982547  
 Sigcho-Lopez (25) Or2022-255  
 Referred [C.J.p. 52666] Zoning  
 4734 W Chicago Ave  
 Mitts (37) Or2022-226  
 Referred [C.J.p. 52674] Zoning  
 5700 S Cicero Ave  
 Tabares (23) Or2022-254  
 Referred [C.J.p. 52665] Zoning  
 921 N Clark St  
 Permit No. 100983494  
 Hopkins (2) Or2022-287  
 Direct Introduction Zoning  
 Passed [C.J.p. 52472]  
 921 N Clark St  
 Permit No. 100983499  
 Hopkins (2) Or2022-288  
 Direct Introduction Zoning  
 Passed [C.J.p. 52473]  
 921 N Clark St  
 Permit No. 100983501  
 Hopkins (2) Or2022-286  
 Direct Introduction Zoning  
 Passed [C.J.p. 52474]

**SIGNS/SIGNBOARDS**

921 N Clark St  
 Permit No. 100983502  
 Hopkins (2) Or2022-289  
 Direct Introduction Zoning  
 Passed [C.J.p. 52475]  
 1307 N Clybourn Ave  
 Burnett (27) Or2022-238  
 Referred [C.J.p. 52668] Zoning  
 1229 W Concord Pl  
 Permit No. 100981947  
 Hopkins (2) Or2022-293  
 Direct Introduction Zoning  
 Passed [C.J.p. 52476]  
 1229 W Concord Pl  
 Permit No. 100981949  
 Hopkins (2) Or2022-292  
 Direct Introduction Zoning  
 Passed [C.J.p. 52477]  
 2610 W Devon Ave  
 Silverstein (50) Or2022-193  
 Referred [C.J.p. 51253] Zoning  
 Passed [C.J.p. 52478]  
 4001 W Devon Ave  
 Nugent (39) Or2022-259  
 Referred [C.J.p. 52674] Zoning  
 2233 W Division St  
 Permit No. 100973800  
 Hopkins (2) Or2022-285  
 Direct Introduction Zoning  
 Passed [C.J.p. 52479]  
 2233 W Division St  
 Permit No. 100973801  
 Hopkins (2) Or2022-284  
 Direct Introduction Zoning  
 Passed [C.J.p. 52480]  
 2604 N Elston Ave  
 Waguespack (32) Or2022-240  
 Referred [C.J.p. 52671] Zoning  
 2604 N Elston Ave  
 La Spata (1) Or2022-179  
 Referred [C.J.p. 51227] Zoning  
 Passed [C.J.p. 52481]

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**SIGNS/SIGNBOARDS**

1730 W Fullerton Ave  
 Waguespack (32) Or2022-291  
 Direct Introduction Zoning  
 Passed [C.J.p. 52482]  
 1301 W Fulton St  
 Burnett (27) Or2022-237  
 Referred [C.J.p. 52668] Zoning  
 10 E Grand Ave  
 Permit No. 100979158  
 Reilly (42) Or2022-276  
 Referred [C.J.p. 52677] Zoning  
 10 E Grand Ave  
 Permit No. 100980546  
 Reilly (42) Or2022-275  
 Referred [C.J.p. 52677] Zoning  
 10 E Grand Ave  
 Permit No. 100980547  
 Reilly (42) Or2022-277  
 Referred [C.J.p. 52677] Zoning  
 10 E Grand Ave  
 Permit No. 100980548  
 Reilly (42) Or2022-278  
 Referred [C.J.p. 52678] Zoning  
 1352 W Lake St  
 Burnett (27) Or2022-229  
 Referred [C.J.p. 52668] Zoning  
 2 N Michigan Ave  
 Reilly (42) Or2022-191  
 Referred [C.J.p. 51248] Zoning  
 Passed [C.J.p. 52483]  
 900 N Michigan Ave  
 Permit No. 100982329  
 Reilly (42) Or2022-270  
 Referred [C.J.p. 52678] Zoning  
 900 N Michigan Ave  
 Permit No. 100982330  
 Reilly (42) Or2022-271  
 Referred [C.J.p. 52678] Zoning  
 2525 S Michigan Ave  
 East elevation  
 King (4) Or2022-242  
 Referred [C.J.p. 52655] Zoning

**SIGNS/SIGNBOARDS**

2525 S Michigan Ave  
 Permit No. 100957167  
 Dept./Agency Or2022-189  
 Direct Introduction Zoning  
 Passed [C.J.p. 52484]  
 2525 S Michigan Ave  
 Permit No. 100957209  
 Dept./Agency Or2022-190  
 Direct Introduction Zoning  
 Passed [C.J.p. 52485]  
 2525 S Michigan Ave  
 West elevation  
 King (4) Or2022-243  
 Referred [C.J.p. 52655] Zoning  
 1372 N Milwaukee Ave  
 East elevation  
 La Spata (1) Or2022-188  
 Referred [C.J.p. 51227] Zoning  
 Passed [C.J.p. 52487]  
 1372 N Milwaukee Ave  
 North elevation  
 La Spata (1) Or2022-187  
 Referred [C.J.p. 51227] Zoning  
 Passed [C.J.p. 52486]  
 3936 N Milwaukee Ave  
 Gardiner (45) Or2022-236  
 Referred [C.J.p. 52681] Zoning  
 3936 N Milwaukee Ave  
 Gardiner (45) Or2022-290  
 Direct Introduction Zoning  
 Passed [C.J.p. 52488]  
 4905 W North Ave  
 Mitts (37) Or2022-234  
 Referred [C.J.p. 52674] Zoning  
 4121 S Packers Ave  
 Lee (11) Or2022-230  
 Referred [C.J.p. 52659] Zoning  
 42 S State St  
 Reilly (42) Or2022-267  
 Referred [C.J.p. 52678] Zoning

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**SIGNS/SIGNBOARDS**

600 N State St  
 Permit No. 100978736  
 Reilly (42) Or2022-273  
 Referred [C.J.p. 52678] Zoning

600 N State St  
 Permit No. 100978744  
 Reilly (42) Or2022-274  
 Referred [C.J.p. 52678] Zoning

600 N State St  
 Permit No. 100978748  
 Reilly (42) Or2022-272  
 Referred [C.J.p. 52678] Zoning

6001 S Stony Island Ave  
 Permit No. 100975873  
 Hairston (5) Or2022-210  
 Referred [C.J.p. 51231] Zoning  
 Passed [C.J.p. 52489]

6001 S Stony Island Ave  
 Permit No. 100975875  
 Hairston (5) Or2022-209  
 Referred [C.J.p. 51231] Zoning  
 Passed [C.J.p. 52490]

6001 S Stony Island Ave  
 Permit No. 100975876  
 Hairston (5) Or2022-211  
 Referred [C.J.p. 51231] Zoning  
 Passed [C.J.p. 52491]

6001 S Stony Island Ave  
 Permit No. 100975877  
 Hairston (5) Or2022-208  
 Referred [C.J.p. 51231] Zoning  
 Passed [C.J.p. 52492]

11601 W Touhy Ave  
 Napolitano (41) Or2022-265  
 Referred [C.J.p. 52676] Zoning

145 S Wells St  
 Reilly (42) Or2022-266  
 Referred [C.J.p. 52678] Zoning

**SOCIAL ISSUES & PROGRAMS**

Call for City to take "Equity in Infrastructure Project" pledge  
 Villegas (36) R2022-970  
 Referred [C.J.p. 52673] Economic

Call for prohibition of City to do business with radio stations that broadcast violent content  
 Misc. Transmittal O2022-2521  
 Referred [C.J.p. 51498] Joint Health Public Safety

**SPECIAL SERVICE AREAS**

**S.S.A. No. 20 (South Western Avenue)**  
 Public hearing(s) on authorization of certain services distinct from second special services, determination of tax levy rate and extension of tax levy period through 2036  
 Lightfoot (Mayor) O2022-3018  
 Referred [C.J.p. 51463] Economic

**S.S.A. No. 23 (Clark Street-Lincoln Park)**  
 Tax levy, scope of services, budget and management agreement  
 Lightfoot (Mayor) O2022-3013  
 Referred [C.J.p. 51464] Economic

**S.S.A. No. 24 (Clark Street-Rogers Park)**  
 Public hearing(s) on enlargement of area, authorization of additional services, extension of tax levy period through 2031 and determination of tax levy rate  
 Special Service Area No. 24, Clark/Morse/Glenwood  
 Lightfoot (Mayor) O2022-3016  
 Referred [C.J.p. 51463] Economic

**S.S.A. No. 28-2014 (Six Corners)**  
 Tax levy, scope of services, budget and management agreement  
 Lightfoot (Mayor) O2022-3014  
 Referred [C.J.p. 51464] Economic

**S.S.A. No. 35-2015 (Lincoln Avenue)**  
 Tax levy, scope of services, budget and management agreement  
 Lightfoot (Mayor) O2022-3015  
 Referred [C.J.p. 51464] Economic

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### SPECIAL SERVICE AREAS

#### S.S.A. No. 63 (West Humboldt Park)

Public hearing(s) on additional special services, authorization of services tax and extension of tax levy period through 2036

Lightfoot (Mayor) O2022-3019

Referred [C.J.p. 51463] Economic

Public hearing(s) on establishment of Special Service Area No. 56-2022, determination of fifteen year tax levy rate and selection of special of special services within specific area

Lightfoot (Mayor) O2022-3021

Referred [C.J.p. 51463] Economic

Public hearing(s) on establishment of Special Service Area No. 59-2022, determination of fifteen year tax levy rate and selection of special services within specific area

Lightfoot (Mayor) O2022-3020

Referred [C.J.p. 51463] Economic

Public hearing(s) on establishment of Special Service Area No. 80, determination of ten year levy rate through 2031, selection of Special Services, and determination of taxable area

Lightfoot (Mayor) O2022-3022

Referred [C.J.p. 51463] Economic

### STREETS

#### Honorary Designations

630 W Evergreen Ave, and N Clybourn Ave

"Honorary Velma Lois Landry Way"

Burnett (27) O2022-2865

Referred [C.J.p. 52667] Transportation

"Big Mike Hughes Avenue"

S Talman Ave, from W 108th St to W 109th St

O'Shea (19) O2022-2674

Referred [C.J.p. 52662] Transportation

"Godfather of Street Dance Adolfo 'Shabba Doo' Quinones Way"

W Ohio St, and N Wolcott Ave

La Spata (1) O2022-2966

Referred [C.J.p. 52652] Transportation

"Honorary Charlie 'Boot' Allen Way"

E 75th St, from S Champlain Ave to S Langley Ave

Sawyer (6) O2022-2185

Referred [C.J.p. 51231] Transportation

Passed [C.J.p. 52071]

### STREETS

#### Honorary Designations

"Honorary Mike 'The Hot Dog Man' and Sylvia 'Toy' Knabjian Way"

S 32nd Pl, and W Aberdeen St

Lee (11) O2022-2714

Referred [C.J.p. 52659] Transportation

"Honorary OC Sanders Way"

700 W 59th St, to 5901 S Halsted St

Coleman (16) O2022-2633

Referred [C.J.p. 52661] Transportation

"James (Jimmy) Cummings Way"

N Mcvicker Ave, from W Matson Ave to N Indian Rd

Nugent (39) O2022-2149

Referred [C.J.p. 51246] Transportation

Passed [C.J.p. 52072]

"Joe Harris Way"

W 33rd St, from S Wallace St to S Parnell Ave

Lee (11) O2022-2715

Referred [C.J.p. 52659] Transportation

"Lula Navarro Way"

S Komensky Ave, from W 31st St to W 32nd St

Rodriguez (22) O2022-2848

Referred [C.J.p. 52663] Transportation

"Matt Hooker Way"

W 113th St, from S Artesian Ave to S Maplewood Ave

O'Shea (19) O2022-2673

Referred [C.J.p. 52662] Transportation

"Ronald Everette McKee, Sr. Way"

S Leamington Ave, from W 44th St to W 45th St

Rodriguez (22) O2022-2439

Referred [C.J.p. 51238] Transportation

Passed [C.J.p. 52073]

"Shirley Deer Way"

W Greshaw St, from S Central Park Ave to S Homan Ave

Scott (24) O2022-2473

Referred [C.J.p. 51241] Transportation

Passed [C.J.p. 52072]

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### STREETS

#### Miscellaneous

Renaming to "N Throop St"  
 N Dominick St, from W Webster Ave to W  
 Armitage Ave  
 Hopkins (2) O2022-2676  
 Referred [C.J.p. 52653] Transportation

#### Speed Limitations

W 26th St, from S Pulaski Rd to S Homan Ave  
 20 mph  
 Rodriguez (22) O2022-2873  
 Referred [C.J.p. 52645] Pedestrian and  
 Traffic Safety

W 28th St, from S Kostner Ave to S Kedzie Ave  
 20 mph  
 Rodriguez (22) O2022-2874  
 Referred [C.J.p. 52645] Pedestrian and  
 Traffic Safety

W 30th St, from S Kostner Ave to S Kedzie Ave  
 20 mph  
 Rodriguez (22) O2022-2875  
 Referred [C.J.p. 52645] Pedestrian and  
 Traffic Safety

W Augusta Blvd, from N Oakley Blvd to N Honore  
 St, from N Ashland Ave to N Noble St  
 20 mph  
 Hopkins (2) O2022-2609  
 Referred [C.J.p. 52644] Pedestrian and  
 Traffic Safety

W Augusta Blvd, from N Western Ave to N Oakley  
 Blvd, from N Honore St to N Ashland Ave  
 20 mph  
 La Spata (1) O2022-2527  
 Direct Introduction Pedestrian and  
 Traffic Safety  
 Passed [C.J.p. 52036] SO2022-2800

N Broadway, from W Lawrence to W Devon Ave  
 25 mph  
 Osterman (48) O2022-2786  
 Referred [C.J.p. 52645] Pedestrian and  
 Traffic Safety

### STREETS

#### Speed Limitations

S Keeler Ave, from W 33rd St to W Cermak Rd  
 20 mph  
 Rodriguez (22) O2022-2871  
 Referred [C.J.p. 52644] Pedestrian and  
 Traffic Safety

W Lyndale St, from N Western Ave to N Leavitt St  
 20 mph  
 Waguespack (32) O2022-2570  
 Referred [C.J.p. 52645] Pedestrian and  
 Traffic Safety

N Rockwell St, from W Fullerton Ave to W Logan  
 Blvd  
 20 mph  
 Waguespack (32) O2022-2571  
 Referred [C.J.p. 52645] Pedestrian and  
 Traffic Safety

#### Vacations

Alloy Property LLC and 1511 W Webster LLC  
 Area bounded by N Elston Ave, W Dickens Ave, N  
 Southport Ave and W Willow St  
 Hopkins (2) O2022-2921  
 Referred [C.J.p. 52653] Transportation

Englewood Connect LLC  
 S Green St, within area bounded by W 63rd Pkwy  
 and S Peoria Dr  
 Coleman (16) O2022-2424  
 Referred [C.J.p. 51235] Transportation  
 Passed [C.J.p. 52048]

YULA Development LLC  
 W 114th Pl, bounded by S Marshfield Ave and  
 Chicago, Rock Island and Pittsburgh Railroad  
 Austin (34) O2022-2965  
 Referred [C.J.p. 52671] Transportation

#### TAG DAYS

Illinois State Council, Knights of Columbus  
 (September 16-18, 2022)  
 Waguespack (32) Or2022-245  
 Direct Introduction Finance  
 Passed [C.J.p. 51814]

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**TAX INCENTIVES**

Class 6(b)

1001-1031 E 103rd St  
 Industrial facility rehabilitation  
 Lightfoot (Mayor) O2022-3004  
 Referred [C.J.p. 51463] Economic  
 1031 E 103rd St  
 Reconstruction of fire-damaged property  
 Lightfoot (Mayor) O2022-3003  
 Referred [C.J.p. 51463] Economic  
 4300 S Halsted St, 4500 S Halsted St, 850 W  
 45th St  
 Expansion  
 Lightfoot (Mayor) O2022-3005  
 Referred [C.J.p. 51463] Economic  
 1327 S Kilbourn Ave  
 Construction of warehouse and office building  
 Lightfoot (Mayor) O2022-3006  
 Referred [C.J.p. 51463] Economic  
 830 Patton Ave  
 Warehouse and cargo transfer point at O'Hare  
 Lightfoot (Mayor) O2022-3008  
 Referred [C.J.p. 51463] Economic  
 4743 S Talman Ave  
 Rehabilitation of vacant industrial site for coffee  
 roasting and warehousing expansion  
 Lightfoot (Mayor) O2022-3007  
 Referred [C.J.p. 51463] Economic

**TAX INCREMENT FINANCING DISTRICTS**

105th/Vincennes T.I.F.

Neighborhood Improvement Program

105th St and Vincennes TIF district  
 Extension of SomerCor, Inc. program to new TIF  
 district  
 Lightfoot (Mayor) O2022-2974  
 Referred [C.J.p. 51458] Finance

43rd/Cottage Grove T.I.F.

Amendment

Amendment No. 2 extension to December 31,  
 2034  
 Payment of ad valorem taxes  
 Lightfoot (Mayor) O2022-2952  
 Referred [C.J.p. 51457] Finance

**TAX INCREMENT FINANCING DISTRICTS**

Archer Courts T.I.F.

Termination of Archer Courts TIF Project and Plan  
 Effective December 31, 2022 with surplus  
 revenue to local taxing district for calculation and  
 redistribution  
 Lightfoot (Mayor) O2022-2984  
 Referred [C.J.p. 51459] Finance

Belmont/Central T.I.F.

Tax levy, scope of services, budget and  
 management agreement  
 Lightfoot (Mayor) O2022-2979  
 Referred [C.J.p. 51464] Economic

Bronzeville T.I.F.

Amendment

Amendment No. 5 extension to December 31,  
 2034  
 Payment of project ad valorem taxes  
 Lightfoot (Mayor) O2022-2941  
 Referred [C.J.p. 51457] Finance

Montclare T.I.F.

Termination off Montclare TIF Redevelopment  
 Project and Plan  
 Effective December 31, 2022 with surplus  
 revenue to local taxing district for calculation and  
 redistribution  
 Lightfoot (Mayor) O2022-2985  
 Referred [C.J.p. 51459] Finance

Northwest Industrial Corridor T.I.F.

Amendment

Amendment No. 3 extension to December 31,  
 2034  
 Payment of project ad valoren taxes  
 Lightfoot (Mayor) O2022-2929  
 Referred [C.J.p. 51457] Finance

Peterson/Cicero T.I.F.

Termination of Peterson/Cicero TIF Redevelopment  
 Project and Plan  
 Effective December 31, 2022 with surplus  
 revenue to local taxing district for calculation and  
 redistribution  
 Lightfoot (Mayor) O2022-2986  
 Referred [C.J.p. 51459] Finance

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**TAX INCREMENT FINANCING DISTRICTS**

Pilsen Industrial Corridor T.I.F.

Amendment

Amendment No. 3 extension to December 31, 2034  
 Payment of Project ad valorem taxes  
 Lightfoot (Mayor) O2022-2958  
 Referred [C.J.p. 51457] Finance

Roosevelt/Cicero Industrial Corridor T.I.F.

Amendment

Payment of Project ad valorem taxes  
 Amendment No. 3 extension to December 31, 2034  
 Lightfoot (Mayor) O2022-2963  
 Referred [C.J.p. 51457] Finance

Roosevelt/Union T.I.F.

Termination of Roosevelt/Union TIF Redevelopment Project and Plan  
 Effective December 31, 2022 with surplus revenue to local taxing district for calculation and redistribution  
 Lightfoot (Mayor) O2022-2987  
 Referred [C.J.p. 51459] Finance  
 Amendment No. 2 dated July 29, 2022  
 Dept./Agency F2022-52  
 Filed [C.J.p. 51472]  
 Amendment No. 3 dated July 29, 2022  
 Dept./Agency F2022-51  
 Filed [C.J.p. 51473]  
 Proposed Amendment No. 1 to Madden/Wells Redevelopment Project Area Tax Increment Financing District dated September 2, 2022  
 Dept./Agency F2022-62  
 Filed [C.J.p. 51472]  
 Proposed Amendment No. 3 to 43rd/Cottage Grove Redevelopment Project Area Tax Increment Financing District dated September 2, 2022  
 Dept./Agency F2022-63  
 Filed [C.J.p. 51473]  
 Proposed Amendment No. 6 to Bronzeville Redevelopment Project Area Tax Increment Financing District dated September 2, 2022  
 Dept./Agency F2022-64  
 Filed [C.J.p. 51472]

**TAX INCREMENT FINANCING DISTRICTS**

Western/Ogden T.I.F.

Amendment

Payment of project ad valorem taxes  
 Amendment No. 3 extension to December 31, 2034  
 Lightfoot (Mayor) O2022-2930  
 Referred [C.J.p. 51457] Finance

**TRAFFIC**

Direction

One-Way

W 57th Pl, from S Springfield to S Hamlin Ave  
 Easterly  
 Tabares (23) O2022-2645  
 Referred [C.J.p. 52619] Pedestrian and Traffic Safety  
 E 57th Pl, from S Springfield Ave to S Hamlin Ave  
 Westerly  
 Tabares (23) O2022-2892  
 Referred [C.J.p. 52619] Pedestrian and Traffic Safety  
 W 58th St, S Springfield Ave to S Hamlin Ave  
 Easterly  
 Tabares (23) O2022-2646  
 Referred [C.J.p. 52619] Pedestrian and Traffic Safety  
 9100-9300 S Ellis Ave  
 Southerly  
 Harris (8) Or2022-222  
 Referred [C.J.p. 52618] Pedestrian and Traffic Safety  
 S Keeler Ave, from W 33rd St to W 25th Pl, and from W Ogden to W Cermak Rd  
 Southerly except bicycles - amend  
 Rodriguez (22) O2022-2870  
 Referred [C.J.p. 52619] Pedestrian and Traffic Safety  
 N Rockwell St, from W Fullerton Ave to W Logan Blvd  
 Northerly except bicycles - amend  
 Waguespack (32) O2022-2572  
 Referred [C.J.p. 52619] Pedestrian and Traffic Safety

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**TRAFFIC**

Direction

Two-Way

E 57th Pl, from S Springfield Ave to S Hamlin Ave

Remove

Tabares (23) O2022-2892

Referred [C.J.p. 52619] Pedestrian and Traffic Safety

W 57th Pl, from S Springfield to S Hamlin Ave

Remove

Tabares (23) O2022-2645

Referred [C.J.p. 52619] Pedestrian and Traffic Safety

W 58th St, S Springfield Ave to S Hamlin Ave

Remove

Tabares (23) O2022-2646

Referred [C.J.p. 52619] Pedestrian and Traffic Safety

Miscellaneous

N Waller Ave, and W Iowa St

Traffic circle

Taliaferro (29) Or2022-283

Referred [C.J.p. 52669] Pedestrian and Traffic Safety

Signs

Stop Signs

E 42nd St, and S Prairie Ave

All-Way Stop

Dowell (3) Or2022-232

Referred [C.J.p. 52649] Pedestrian and Traffic Safety

W 49th St, and S Leamington Ave

All-Way Stop

Rodriguez (22) O2022-2864

Referred [C.J.p. 52649] Pedestrian and Traffic Safety

W 50th St, and S Leamington Ave

All-Way Stop

Rodriguez (22) O2022-2867

Referred [C.J.p. 52650] Pedestrian and Traffic Safety

**TRAFFIC**

Signs

Stop Signs

W 50th St, and S Lawler Ave

Two-Way Stop

Rodriguez (22) O2022-2872

Referred [C.J.p. 52649] Pedestrian and Traffic Safety

W 54th St, and S Linder Ave

All-Way Stop

Tabares (23) Or2022-261

Referred [C.J.p. 52650] Pedestrian and Traffic Safety

W 55th St, and S Mayfield Ave

All-Way Stop

Tabares (23) Or2022-251

Referred [C.J.p. 52650] Pedestrian and Traffic Safety

W 55th St, and S Mayfield Ave

All-Way Stop

Tabares (23) O2022-2581

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 52036] SO2022-2800

W 55th St, and S Mayfield Ave

Three-Way Stop

Quinn (13) Or2022-250

Referred [C.J.p. 52649] Pedestrian and Traffic Safety

W 64th St, and S Cicero Ave

Stop

Quinn (13) Or2022-102

Referred [C.J.p. 46838] Pedestrian and Traffic Safety

Passed [C.J.p. 52036] SO2022-2800

W 84th St

All-Way Stop

Brookins (21) Or2022-253

Referred [C.J.p. 52649] Pedestrian and Traffic Safety

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**TRAFFIC**

Signs

Stop Signs

E 86th St, and S Prairie Ave		
Stop		
Sawyer (6)	O2022-2535	
Referred [C.J.p. 52649]	Pedestrian and Traffic Safety	
E 86th St, and S Prairie Ave		
Stop		
Sawyer (6)	O2022-2512	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52036]	SO2022-2800	
N California Ave, and W Gunnison St		
All-Way Stop		
Vasquez, Jr. (40)	Or2022-227	
Referred [C.J.p. 52651]	Pedestrian and Traffic Safety	
S Carpenter St		
Four-Way Stop		
Brookins (21)	Or2022-252	
Referred [C.J.p. 52649]	Pedestrian and Traffic Safety	
W Carroll Ave, and N Hoyne Ave		
All-Way Stop		
Burnett (27)	Or2022-220	
Referred [C.J.p. 52650]	Pedestrian and Traffic Safety	
W Carroll Ave, and N Leavitt St		
All-Way Stop		
Burnett (27)	Or2022-221	
Referred [C.J.p. 52650]	Pedestrian and Traffic Safety	
W Catalpa Ave, and N Lawler Ave		
All-Way Stop		
Nugent (39)	O2022-2330	
Referred [C.J.p. 51223]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52037]	SO2022-2800	

**TRAFFIC**

Signs

Stop Signs

W Cermak Rd, S Trumbull Ave and S Homan Ave		
All-Way Stop		
Scott (24)	O2022-2515	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52036]	SO2022-2800	
S Constance Ave, and E 68th St		
All-Way Stop		
Hairston (5)	O2022-2598	
Referred [C.J.p. 52649]	Pedestrian and Traffic Safety	
W Fletcher St, and N Honore St		
Stop		
Waguespack (32)	Or2022-228	
Referred [C.J.p. 52650]	Pedestrian and Traffic Safety	
S Forrestville Ave, and E 43rd St		
All-Way Stop		
King (4)	O2022-1614	
Referred [C.J.p. 47981]	Pedestrian and Traffic Safety	
Passed [C.J.p. 52036]	SO2022-2800	
S Keeler Ave, and W Harrison St		
All-Way Stop		
Scott (24)	O2022-2516	
Direct Introduction	Pedestrian and Traffic Safety	
Passed [C.J.p. 52036]	SO2022-2800	
N Kolmar Ave, and W Wellington Ave		
All-Way Stop		
Cardona, Jr. (31)	O2022-2708	
Referred [C.J.p. 52650]	Pedestrian and Traffic Safety	
N Lawler Ave, and W Catalpa Ave		
All-Way Stop		
Nugent (39)	O2022-2909	
Referred [C.J.p. 52650]	Pedestrian and Traffic Safety	

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**TRAFFIC**

Signs

Stop Signs

N Leavenworth Ave, and N Lynch Ave  
 All-Way Stop  
 Nugent (39) O2022-2331  
 Referred [C.J.p. 51223] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52037] SO2022-2800  
 N Leavitt St, and W Bradley Pl  
 All-Way Stop  
 Martin (47) O2022-2668  
 Referred [C.J.p. 52651] Pedestrian and Traffic Safety  
 5400 N Melvina Ave, and W Balmoral Ave  
 Four-Way Stop  
 Gardiner (45) O2022-2713  
 Referred [C.J.p. 52651] Pedestrian and Traffic Safety  
 N Nagle Ave, and W Dickens Ave  
 All-Way Stop  
 Villegas (36) O2022-2710  
 Referred [C.J.p. 52650] Pedestrian and Traffic Safety  
 N Oak Park Ave, and W Altgeld St  
 All-Way Stop  
 Villegas (36) O2022-2029  
 Referred [C.J.p. 49630] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52037] SO2022-2800  
 W Scott St, and N Halsted St  
 All-Way Stop  
 Burnett (27) O2022-2560  
 Referred [C.J.p. 52650] Pedestrian and Traffic Safety  
 N St Louis Ave, and W Carmen Ave  
 All-Way Stop  
 Nugent (39) O2022-2910  
 Referred [C.J.p. 52650] Pedestrian and Traffic Safety

**TRAFFIC**

Signs

Stop Signs

832 W Van Buren St  
 All-Way Stop  
 Burnett (27) O2022-2277  
 Referred [C.J.p. 51222] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52036] SO2022-2800

Warning & Regulatory Signs

W 110th Pl, from point 30 ft. east of S Western Ave to point 272 ft. east, and S Western Ave from point 20 ft. north of W 110th Pl to point 164 ft. north - No Parking Except Official School Personnel Only/from point 330 ft east of S Western Ave to point 130 ft. east - No Parking Except School Buses  
 O'Shea (19) O2022-2618  
 Referred [C.J.p. 52639] Pedestrian and Traffic Safety  
 W 110th St, from S Oakley to S Western Ave, W 110th Pl and S Western Ave  
 No Parking Except School Personnel Only  
 O'Shea (19) O2022-2522  
 Direct Introduction Pedestrian and Traffic Safety  
 Passed [C.J.p. 52036] SO2022-2800  
 311 W 23rd St  
 Reserved Disabled Parking  
 Sigcho-Lopez (25) O2022-2898  
 Referred [C.J.p. 52639] Pedestrian and Traffic Safety  
 W 27th St, and S California Ave  
 Official Police Parking Only  
 Scott (24) O2022-2599  
 Referred [C.J.p. 52639] Pedestrian and Traffic Safety  
 4342-4350 W 59th St  
 No Parking Except For School Buses  
 Quinn (13) O2022-1574  
 Referred [C.J.p. 47980] Pedestrian and Traffic Safety  
 Passed [C.J.p. 52033] SO2022-2799

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### TRAFFIC

#### Signs

##### Warning & Regulatory Signs

E 83rd St, from S State St to S Wabash Ave

Two Hour Parking - amend

Sawyer (6) O2021-2780

Referred [C.J.p. 32591] Pedestrian and Traffic Safety

Passed [C.J.p. 52036] SO2022-2800  
6758 W Archer Ave

No Parking - remove

Tabares (23) O2022-2894

Referred [C.J.p. 52640] Pedestrian and Traffic Safety

W Armitage Ave, from S Karlov Ave to N Keystone Ave

Reserved Disabled Parking

Ramirez-Rosa (35) O2022-2709

Referred [C.J.p. 52638] Pedestrian and Traffic Safety

W Arthur Ave, from N Sheridan Rd to N Magnolia Ave

No Truck Traffic

Hadden (49) O2022-2341

Referred [C.J.p. 51213] Pedestrian and Traffic Safety

Passed [C.J.p. 52037] SO2022-2800  
2020-2030 N Campbell Ave

Reserved Disabled Parking

La Spata (1) O2022-2528

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 52028] SO2022-2801  
343 W Grand Ave

Rush Hour Parking Restrictions - remove

Reilly (42) O2022-2964

Referred [C.J.p. 52640] Pedestrian and Traffic Safety

600-643 W Kemper Pl, 2320-2328 N Geneva Ter

No Parking Zone School Days

Smith (43) Or2022-216

Referred [C.J.p. 51212] Pedestrian and Traffic Safety

Passed [C.J.p. 52034] SO2022-2799

### TRAFFIC

#### Signs

##### Warning & Regulatory Signs

901-911 S Leavitt St

No Parking Except School Buses - repeal

Ervin (28) O2022-2533

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 52034] SO2022-2799  
W Polk St, and S Leavitt St

No Parking Except School Personnel Only

Ervin (28) O2022-2532

Direct Introduction Pedestrian and Traffic Safety

Passed [C.J.p. 52034] SO2022-2799  
N Wolcott Ave, and W George St

No Parking

Waguespack (32) O2022-2569

Referred [C.J.p. 52647] Pedestrian and Traffic Safety

### TRIBUTES

Arroyo, Raquel A.

Lee (11) R2022-836

Adopted [C.J.p. 52519]

Baker, Kelly Ann

Lee (11) R2022-837

Adopted [C.J.p. 52519]

Bankston, Michael Howard III

Ramirez-Rosa (35) R2022-893

Adopted [C.J.p. 52588]

Beary, George

Burke (14) R2022-922

Adopted [C.J.p. 52545]

Bedore, Edward J.

Burke (14) R2022-958

Adopted [C.J.p. 52546]

Ben Israel, Prince Asiel

Sawyer (6), Coleman (16) R2022-835

Adopted [C.J.p. 52504]

Berger, Sally

Burke (14) R2022-923

Adopted [C.J.p. 52547]

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### TRIBUTES

Bohan, Janice Alice  
 Lee (11) R2022-838  
 Adopted [C.J.p. 52520]  
 Branch, James (Rev.)  
 Coleman (16) R2022-865  
 Adopted [C.J.p. 52568]  
 Brush, James R.  
 Lee (11) R2022-839  
 Adopted [C.J.p. 52521]  
 Burrow, Timothy John Jr.  
 Lee (11) R2022-840  
 Adopted [C.J.p. 52522]  
 Caro, Adela  
 Lee (11) R2022-841  
 Adopted [C.J.p. 52522]  
 Coffey, Thomas P.  
 Burke (14) R2022-924  
 Adopted [C.J.p. 52548]  
 Condemi, Rosa  
 Lee (11) R2022-842  
 Adopted [C.J.p. 52523]  
 Daniels, Emma  
 Coleman (16) R2022-866  
 Adopted [C.J.p. 52569]  
 Dugan, Joyce  
 Osterman (48) R2022-954  
 Adopted [C.J.p. 52614]  
 Ecker, Rich  
 Lee (11) R2022-843  
 Adopted [C.J.p. 52524]  
 Finley, Margaret Marie  
 Lee (11) R2022-844  
 Adopted [C.J.p. 52524]  
 Frenzel, Leonard J.  
 Lee (11) R2022-845  
 Adopted [C.J.p. 52525]  
 Garcia, Frank L.  
 Lee (11) R2022-846  
 Adopted [C.J.p. 52526]  
 Gee, Maria Ngook Woon  
 Lee (11) R2022-847  
 Adopted [C.J.p. 52526]

### TRIBUTES

Gonzales, Richard Sr.  
 Lee (11) R2022-848  
 Adopted [C.J.p. 52527]  
 Gutierrez, Mary J.  
 Lee (11) R2022-849  
 Adopted [C.J.p. 52528]  
 Heard Belton, Kim  
 Coleman (16) R2022-864  
 Adopted [C.J.p. 52570]  
 Iozzo, Dominic A.  
 Lee (11) R2022-850  
 Adopted [C.J.p. 52528]  
 Israel, Prince Asiel Ben  
 Dowell (3), and Others R2022-979  
 Kuber, Martin J.  
 Lee (11) R2022-851  
 Adopted [C.J.p. 52529]  
 Kungis, Joan  
 Lee (11) R2022-852  
 Adopted [C.J.p. 52530]  
 Lewis, Ramsey E. Jr.  
 Burke (14) R2022-925  
 Adopted [C.J.p. 52550]  
 Lucas, Harold  
 Dowell (3), and Others R2022-980  
 Marsalek, Edward H. (Hon.)  
 Burke (14) R2022-926  
 Adopted [C.J.p. 52551]  
 Michael, Richard A.  
 Reilly (42), Nugent (39) R2022-941  
 Adopted [C.J.p. 52602]  
 Moravec, Joanne J.  
 Lee (11) R2022-853  
 Adopted [C.J.p. 52531]  
 Mosley, Artra Nell (Mother)  
 Coleman (16) R2022-867  
 Adopted [C.J.p. 52570]  
 Murray, Raymond Allen Jr.  
 Villegas (36) R2022-961  
 Adopted [C.J.p. 52591]

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**TRIBUTES**

Ng, Cheung L.  
 Lee (11) R2022-854  
 Adopted [C.J.p. 52531]  
 Ostrowski, Leonard W.  
 Lee (11) R2022-855  
 Adopted [C.J.p. 52532]  
 Palmer, Emogene Wright Jackson  
 Mitts (37) R2022-894  
 Adopted [C.J.p. 52596]  
 Pascente, James Philip  
 Lee (11) R2022-856  
 Adopted [C.J.p. 52533]  
 Ramos, Elisa  
 Lee (11) R2022-857  
 Adopted [C.J.p. 52533]  
 Salazar, Myrna  
 Villegas (36), and Others R2022-962  
 Adopted [C.J.p. 52593]  
 Santa-Buscemi, Maryrose  
 Lee (11) R2022-858  
 Adopted [C.J.p. 52534]  
 Schrama, Frances  
 Lee (11) R2022-859  
 Adopted [C.J.p. 52535]  
 Sheehan, Nancy Drew  
 Burke (14) R2022-959  
 Adopted [C.J.p. 52553]  
 Smith, Alfred  
 Lee (11) R2022-860  
 Adopted [C.J.p. 52536]  
 Sweeney, Kathleen C.  
 Quinn (13) R2022-945  
 Adopted [C.J.p. 52538]  
 Tamarin, Henry J.  
 Burke (14) R2022-927  
 Adopted [C.J.p. 52554]  
 Thompson, Bernice  
 Mitts (37) R2022-895  
 Adopted [C.J.p. 52597]  
 Toolis, James J. II  
 Lee (11) R2022-861  
 Adopted [C.J.p. 52536]

**TRIBUTES**

Williams, Mary Ellen  
 Lee (11) R2022-862  
 Adopted [C.J.p. 52537]  
 Wisniewski, Ted  
 Lee (11) R2022-863  
 Adopted [C.J.p. 52538]

**ZONING RECLASSIFICATIONS**

Map No. 1-F  
 Bally's Chicago Operating Company LLC  
 643-741 W Chicago Ave, 641-739 N Halsted St,  
 632-740 W Erie St, 627-661 W Erie St, 501-531 N  
 Desplaines St and 524-630 W Grand Ave  
 App No. 21129, ARWBRPD No. 1426 to  
 ARWBRPD No. 1426 as amended  
 Misc. Transmittal O2022-2629  
 Referred [C.J.p. 51476] Zoning  
 Onni Grand LP  
 369 W Grand Ave  
 App No. 21130, RBPD No. 1428 to RBPD No.  
 1428 as amended  
 Misc. Transmittal O2022-2630  
 Referred [C.J.p. 51485] Zoning  
Map No. 1-G  
 460 N Noble St  
 App No. A8776, M1-2 to RS-3  
 La Spata (1) O2022-1986  
 Referred [C.J.p. 49630] Zoning  
 Passed [C.J.p. 52225]  
 1234 West Randolph Developer LLC  
 1200-1234 W Randolph St, 146-162 N Racine  
 Ave  
 App No. 21124, BPD No. 1458 to DX-7 then  
 RBPD No. 1458 as amended  
 Misc. Transmittal O2022-2738  
 Referred [C.J.p. 51489] Zoning  
 Acquisitions Commons LLC  
 1338 W Lake St  
 App No. 21123, M2-3 to DX-7 then RBPD  
 Misc. Transmittal O2022-2737  
 Referred [C.J.p. 51475] Zoning

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**ZONING RECLASSIFICATIONS**

**Map No. 1-G**

Ephemeral Solutions, Inc.  
 1356-1366 W Lake St  
 App No. 21155T1, M2-3 to DS-3  
 Misc. Transmittal O2022-2808  
 Referred [C.J.p. 51481] Zoning

Fortem Voluntas Partners LLC  
 415 N Sangamon St  
 App No. 21133, M2-3 to DX-7 then BPD  
 Misc. Transmittal O2022-2637  
 Referred [C.J.p. 51481] Zoning

**Map No. 1-I**

Arias, Leo  
 2600 W Superior St  
 App No. 21113, RS-3 to RM-4.5  
 Misc. Transmittal O2022-2686  
 Referred [C.J.p. 51476] Zoning

**Map No. 1-J**

548 Development LLC  
 3833-3859 W Chicago Ave, 739-757 N Springfield Ave, and 746-756 N Avers Ave  
 App No. 21139, C1-1 to B3-2 then RBPD  
 Misc. Transmittal O2022-2744  
 Referred [C.J.p. 51489] Zoning

Grand Properties Franklin LLC  
 3300 W Franklin Blvd  
 App No. 21135, M1-2 to M2-2  
 Misc. Transmittal O2022-2648  
 Referred [C.J.p. 51482] Zoning

**Map No. 2-E**

Family Roots LLC  
 1147 S Wabash Ave  
 App No. 20185, RBPD No. 815 to RBPD No. 815 as amended  
 Misc. Transmittal SO2022-2058  
 Referred [C.J.p. 49683] Zoning  
 Passed as Substitute [C.J.p. 52226]

**ZONING RECLASSIFICATIONS**

**Map No. 2-G**

845 West Madison Street Owner LLC  
 833-855 W Madison St, 832-854 W Monroe St, 1-39 S Peoria St and 2-40 S Green St  
 App No. 21127, PD No. 1377 to PD No. 1377 as amended

Misc. Transmittal O2022-2741  
 Referred [C.J.p. 51489] Zoning  
 City of Chicago

1201-1285 W Cabrini St, 816-1359 S Racine Ave, 815-915 S Racine Ave and various additional addresses  
 App No. 21046, RBPD No. 896 to B3-2/ RBPD No. 896 to RBPD No. 896 as amended

Misc. Transmittal SO2022-1838  
 Referred [C.J.p. 48691] Zoning  
 Passed [C.J.p. 52155]

**Map No. 2-I**

Joudeh Investments LLC  
 2654 W Adams St  
 App No. 21101T1, M1-2 to RT-4  
 Misc. Transmittal O2022-2446  
 Referred [C.J.p. 49684] Zoning  
 Passed [C.J.p. 52234]

**Map No. 2-J**

Vargas Properties LLC  
 3413 W Harrison St  
 App No. 21143T1, M1-3 to RT-4  
 Misc. Transmittal O2022-2757  
 Referred [C.J.p. 51487] Zoning

**Map No. 3-G**

ChiSai Properties LLC  
 1226 W Augusta Blvd  
 App No. 21119T1, M3-3 to B2-3  
 Misc. Transmittal O2022-2733  
 Referred [C.J.p. 51477] Zoning

SRD Holdings LLC, Series 2131 Ohio LLC  
 1319 N Ashland Ave, 1321-1323 N Ashland Ave  
 App No. 21153T1, B3-2 to B3-3  
 Misc. Transmittal O2022-2806  
 Referred [C.J.p. 51487] Zoning

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### ZONING RECLASSIFICATIONS

#### Map No. 3-J

Bijou Body Spa LLC  
 1931-1935 W 95th St  
 App No. 21115, B1-1 to C1-1  
 Misc. Transmittal O2022-2729  
 Referred [C.J.p. 51476] Zoning

#### Map No. 3-L

Goncharko, Igor  
 1255-1257 N Central Ave  
 App No. 21121, RS-3 to RT-4.5  
 Misc. Transmittal O2022-2735  
 Referred [C.J.p. 51482] Zoning

#### Map No. 3-M

Wardlaw, Verastine  
 5852-5858 W Augusta Blvd  
 App No. 21140T1, RS-3 to B2-3  
 Misc. Transmittal O2022-2750  
 Referred [C.J.p. 51488] Zoning

#### Map No. 4-E

Hudson Michigan Avenue Owner LLC  
 2222 S Michigan Ave  
 App No. 21136, DS-3 and DS-5 to DX-5 then  
 RBPD  
 Misc. Transmittal O2022-2669  
 Referred [C.J.p. 51483] Zoning

Mercy Housing, Inc.  
 45-79 E 18th St, 1801-1809 S Wabash Ave, and  
 1800-1806 S Michigan Ave  
 App No. 21125, DX-5 and DR-3 to DR-5 then  
 RPD  
 Misc. Transmittal O2022-2739  
 Referred [C.J.p. 51484] Zoning

#### Map No. 4-F

La Rosa, Kymm  
 1931-1933 S Jefferson St  
 App No. 21159, C1-2 to B2-3  
 Misc. Transmittal O2022-2812  
 Referred [C.J.p. 51483] Zoning

### ZONING RECLASSIFICATIONS

#### Map No. 4-G

City of Chicago  
 1201-1285 W Cabrini St, 816-1359 S Racine Ave,  
 815-915 S Racine Ave and various additional  
 addresses  
 App No. 21046, RBPD No. 896 to B3-2/ RBPD  
 No. 896 to RBPD No. 896 as amended  
 Misc. Transmittal SO2022-1838  
 Referred [C.J.p. 48691] Zoning  
 Passed [C.J.p. 52155]

Fox Pilsen 3 LLC  
 1600 S Laffin St  
 App No. 2114T1, M1-2 and M1-3 to B2-5  
 Misc. Transmittal O2022-2755  
 Referred [C.J.p. 51481] Zoning

#### Map No. 4-H

2111 Damen LLC  
 1956-1958 W 21st Pl, 2115-2125 S Damen Ave  
 App No. 21173T1, RT-4 to B2-3  
 Misc. Transmittal O2022-2933  
 Referred [C.J.p. 51490] Zoning

Agar Holdings LLC - 1836 W 18th Series  
 1836 W 18th St  
 App No. 21099T1, B3-2 to B2-3  
 Misc. Transmittal O2022-2430  
 Referred [C.J.p. 49681] Zoning  
 Passed [C.J.p. 52241]

#### Map No. 4-I

App No. A8763, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1189  
 Referred [C.J.p. 46841] Zoning  
 Passed [C.J.p. 52249]

2116-2118 S Albany Ave  
 App No. A8760, M1-2 to B2-1  
 Scott, Jr. (24) O2022-1201  
 Referred [C.J.p. 46840] Zoning  
 Passed [C.J.p. 52246]

2130 S Albany Ave  
 App No. A8761, M1-2 to B2-1  
 Scott, Jr. (24) O2022-1202  
 Referred [C.J.p. 46840] Zoning  
 Passed [C.J.p. 52246]

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**ZONING RECLASSIFICATIONS**

Map No. 4-I

1219 S Kedzie Ave  
 App No. A8754, B3-3 to B2-1  
 Scott, Jr. (24) O2022-1182  
 Referred [C.J.p. 46840] Zoning  
 Passed [C.J.p. 52247]  
 1243 S Kedzie Ave  
 App No. A8755, B3-3 to B2-1  
 Scott, Jr. (24) O2022-1183  
 Referred [C.J.p. 46840] Zoning  
 Passed [C.J.p. 52247]  
 1251 S Kedzie Ave  
 App No. A8756, B3-3 to B2-1  
 Scott, Jr. (24) O2022-1184  
 Referred [C.J.p. 46841] Zoning  
 Passed [C.J.p. 52248]  
 1255 S Kedzie Ave  
 App No. A8757, B3-3 to B2-1  
 Scott, Jr. (24) O2022-1185  
 Referred [C.J.p. 46841] Zoning  
 Passed [C.J.p. 52248]  
 1933-1935 S Kedzie Ave  
 App No. A8767, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1198  
 Referred [C.J.p. 46841] Zoning  
 Passed [C.J.p. 52249]  
 1957 S Kedzie Ave  
 App No. A8771, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1200  
 Referred [C.J.p. 46841] Zoning  
 Passed [C.J.p. 52250]  
 1951 S Troy St, 2016 S Albany Ave  
 App No. A8765, C1-2 to B2-1  
 Scott, Jr. (24) O2022-1203  
 Referred [C.J.p. 46842] Zoning  
 Passed [C.J.p. 52250]  
 2026 S Washtenaw Ave SPE LLC  
 2025 S Washtenaw Ave  
 App No. 21146, C1-2 to B2-3  
 Misc. Transmittal O2022-2793  
 Referred [C.J.p. 51490] Zoning

**ZONING RECLASSIFICATIONS**

Map No. 4-J

1530 S Kedzie Ave  
 App No. A8762, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1188  
 Referred [C.J.p. 46842] Zoning  
 Passed [C.J.p. 52251]  
 1875 S Kedzie Ave, 3150 W 19th St  
 App No. A8769, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1194  
 Referred [C.J.p. 46843] Zoning  
 Passed [C.J.p. 52251]  
 1902 S Kedzie Ave  
 App No. A8768, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1196  
 Referred [C.J.p. 46843] Zoning  
 Passed [C.J.p. 52252]  
 1908 S Kedzie Ave  
 App No. A8770, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1187  
 Referred [C.J.p. 46843] Zoning  
 Passed [C.J.p. 52252]  
 1950 S Kedzie Ave  
 App No. A8766, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1199  
 Referred [C.J.p. 46843] Zoning  
 Passed [C.J.p. 52253]  
 1601 S Sawyer Ave  
 App No. A8758, B3-2 to B2-1  
 Scott, Jr. (24) O2022-1191  
 Referred [C.J.p. 46843] Zoning  
 Passed [C.J.p. 52253]

Map No. 5-G

Alloy Property Company 2 LLC  
 2031-2033 N Kingsbury St  
 App No. 21128, M2-2 to B3-5 then RBPD  
 Misc. Transmittal O2022-2628  
 Referred [C.J.p. 51475] Zoning

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### ZONING RECLASSIFICATIONS

#### Map No. 5-H

CorEtt Builders Corp.  
 1905 W Fullerton Ave  
 App No. 21134T1, B2-2 to B2-2  
 Misc. Transmittal O2022-2725  
 Referred [C.J.p. 51478] Zoning

#### Map No. 5-J

De Arrudah, Elio  
 2106-2108 N Sawyer Ave  
 App No. 21175, RS-3 to RM-4.5  
 Misc. Transmittal O2022-2942  
 Referred [C.J.p. 51479] Zoning

Fullerton & Pulaski Property LLC  
 3959 W Fullerton Ave  
 App No. 21174, B1-1 to B3-1  
 Misc. Transmittal O2022-2939  
 Referred [C.J.p. 51481] Zoning

#### Map No. 5-L

Salvation Army, The  
 2258-2274 N Clybourn Ave  
 App No. 20814, IBPD No. 1189 and M1-2 to C2-2  
 then IBPD No. 1189 as amended  
 Misc. Transmittal SO2021-3929  
 Referred [C.J.p. 34245] Zoning  
 Passed as [C.J.p. 52254]  
 Substitute

#### Map No. 5-M

Bryant, Geraldine W.  
 6134-6138 W North Ave  
 App No. 21116, B1-1 to B3-1  
 Misc. Transmittal O2022-2730  
 Referred [C.J.p. 51477] Zoning

JMLL Investment LLC  
 6214 W North Ave  
 App No. 21137, B1-1 to B3-1  
 Misc. Transmittal O2022-2742  
 Referred [C.J.p. 51483] Zoning

### ZONING RECLASSIFICATIONS

#### Map No. 6-E

Wabash Southloop Partners LLC  
 2635 S Wabash Ave  
 App No. 21145T1, M1-3 to B3-3  
 Misc. Transmittal O2022-2771  
 Referred [C.J.p. 51488] Zoning

#### Map No. 6-H

Diamond Properties Group LLC  
 2334-2336 S Hoyne Ave  
 App No. 21170T1, RS-3 to B2-3  
 Misc. Transmittal O2022-2923  
 Referred [C.J.p. 51480] Zoning

#### Map No. 6-I

2542 S Albany LLC  
 2542 S Albany Ave  
 App No. 21172, RT-4 to RM-4.5  
 Misc. Transmittal O2022-2931  
 Referred [C.J.p. 51490] Zoning

Cloud Property Management LLC, 2435 Series  
 2435 S California Blvd  
 App No. 21161T1, RT-4 to RM-6  
 Misc. Transmittal O2022-2842  
 Referred [C.J.p. 51478] Zoning

Cloud Property Management LLC, 2719 Series  
 2719 W 24th St  
 App No. 21162, RT-4 to RM-5  
 Misc. Transmittal O2022-2843  
 Referred [C.J.p. 51478] Zoning

#### Map No. 6-J

3239 W 23rd Street LLC  
 3239 W 23rd St  
 App No. 21164, RT-4 to RM-4.5  
 Misc. Transmittal O2022-2911  
 Referred [C.J.p. 51491] Zoning

Martinez, Oscar  
 2549 S Hamlin Ave  
 App No. 21165, RT-4 to B2-2  
 Misc. Transmittal O2022-2913  
 Referred [C.J.p. 51484] Zoning

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**ZONING RECLASSIFICATIONS**

**Map No. 6-J**

Sawyer 2244 LLC  
 2244 S Sawyer Ave  
 App No. 21160, RT-4 to RM-4.5  
 Misc. Transmittal O2022-2813  
 Referred [C.J.p. 51486] Zoning

Urupan Properties LLC  
 3801 W 26th St  
 App No. 21102, B3-2 to B3-3  
 Misc. Transmittal O2022-2449  
 Referred [C.J.p. 49688] Zoning  
 Passed [C.J.p. 52267]

**Map No. 6-K**

Area bounded by E Erie St, N State St and W  
 Huron St  
 App No. A8775, PD No. 735 to PD No. 735 as  
 amended  
 Reilly (42) O2022-1625  
 Referred [C.J.p. 47983] Zoning  
 Passed [C.J.p. 52267]

**Map No. 7-H**

Delta Real Estate Holdings LLC  
 2501 N Elston Ave  
 App No. 21131, WBPD No. 1222 to C3-3 then  
 WBPD No. 1222 as amended  
 Misc. Transmittal O2022-2635  
 Referred [C.J.p. 51480] Zoning

**Map No. 7-I**

2525 Milwaukee LLC  
 2525 N Milwaukee Ave  
 App No. 21166T1, C2-2 to B2-5  
 Misc. Transmittal O2022-2916  
 Referred [C.J.p. 51490] Zoning

Martin, Joseph  
 2924 W Nelson St  
 App No. 21118T1, RS-3 to RM-5  
 Misc. Transmittal O2022-2732  
 Referred [C.J.p. 51483] Zoning

**ZONING RECLASSIFICATIONS**

**Map No. 7-J**

Dojka, Kazimierz  
 3545 W Belmont Ave  
 App No. 21171T1, B3-1 to B2-3  
 Misc. Transmittal O2022-2926  
 Referred [C.J.p. 51480] Zoning

**Map No. 7-K**

2453 N Cicero, Inc.  
 2453 N Cicero Ave  
 App No. 21148T1, B1-1 to C2-1  
 Misc. Transmittal O2022-2795  
 Referred [C.J.p. 51490] Zoning

**Map No. 7-L**

Handy Solutions LLC  
 3100 N Leclair Ave  
 App No. 21096T1, RS-3 to RM-5  
 Misc. Transmittal O2022-2416  
 Referred [C.J.p. 49683] Zoning  
 Passed [C.J.p. 52272]

**Map No. 7-N**

Villafane, Jesus  
 2948 N Narragansett Ave  
 App No. 21149, B3-1 to B2-2  
 Misc. Transmittal O2022-2802  
 Referred [C.J.p. 51488] Zoning

**Map No. 8-G**

Wei, Ning and Hong, Hu (Grand and Vincent)  
 928 W 37th Pl  
 App No. 21111T1, M1-2 to RT-3.5  
 Misc. Transmittal O2022-2675  
 Referred [C.J.p. 51488] Zoning

**Map No. 9-G**

Castillo, Robert J.  
 3242 N Sheffield Ave  
 App No. 21163, B3-2 to B2-3  
 Misc. Transmittal O2022-2896  
 Referred [C.J.p. 51477] Zoning

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**ZONING RECLASSIFICATIONS**

**Map No. 9-G**

HPL 3355 Southport LLC  
 3355 N Southport Ave  
 App No. 21066T1, B3-2 to B3-3  
 Misc. Transmittal SO2022-1977  
 Referred [C.J.p. 48694] Zoning  
 Passed as [C.J.p. 52278]  
 Substitute

**Map No. 9-H**

School Street Flats LLC  
 1654 W School St  
 App No. 21062T1, B3-2 to B2-3  
 Misc. Transmittal SO2022-1964  
 Referred [C.J.p. 48697] Zoning  
 Passed as [C.J.p. 52294]  
 Substitute

**Map No. 9-I**

Red Dog LLC, The  
 3051 W Irving Park Rd  
 App No. 21132, B3-1 to B3-2  
 Misc. Transmittal O2022-2636  
 Referred [C.J.p. 51486] Zoning

**Map No. 9-K**

2nd City Remodeling, Inc.  
 3225 N Kenneth Ave  
 App No. 21095, RS-3 to RT-4  
 Misc. Transmittal O2022-2415  
 Referred [C.J.p. 49688] Zoning  
 Passed [C.J.p. 52309]

E&O Builders, Inc.  
 3457-3459 N Milwaukee Ave  
 App No. 21147, C1-1 to B2-2  
 Misc. Transmittal O2022-2794  
 Referred [C.J.p. 51480] Zoning

**Map No. 10-D**

Chicago IL (4644-4658 S Drexel) LLC  
 4644-4658 S Drexel Blvd, 832-850 E 47th St  
 App No. 21151T1, RM-5 to B1-1  
 Misc. Transmittal O2022-2804  
 Referred [C.J.p. 51477] Zoning

**ZONING RECLASSIFICATIONS**

**Map No. 10-E**

757-773 E Oakwood Blvd  
 B3-2 to RM-5  
 King (4) O2022-2627  
 Referred [C.J.p. 52651] Zoning  
 43rd and Prairie Phase II LP  
 301-313 E 43rd St, 4301-4313 S Prairie Ave  
 App No. 20995, B2-3 and RM-5 to B3-5 then PD  
 Misc. Transmittal SO2022-1121  
 Referred [C.J.p. 46061] Zoning  
 Passed as [C.J.p. 52309]  
 Substitute

**Map No. 10-K**

4401-4431 S Knox Ave  
 App No. A8750, M1-1 to RS-2  
 Rodriguez (22) O2022-1096  
 Referred [C.J.p. 46839] Zoning  
 Passed [C.J.p. 52326]

**Map No. 11-F**

KGiles LLC, Inc.  
 4030 N Marine Dr, 640 W Irving Park Rd  
 App No. 20753, RT-4 to RM-6 then RPD  
 Misc. Transmittal SO2021-2638  
 Referred [C.J.p. 31502] Zoning  
 Passed as [C.J.p. 52326]  
 Substitute

**Map No. 11-H**

Apero Chicago LLC  
 4160 N Lincoln Ave  
 App No. 21097, B1-2 to C1-2  
 Misc. Transmittal O2022-2419  
 Referred [C.J.p. 49681] Zoning  
 Passed [C.J.p. 52351]  
 Quincy Ventures - Lincoln Square LLC  
 4709-4713 N Lincoln Ave  
 App No. 2100091, B1-1 to C1-1  
 Misc. Transmittal O2022-2352  
 Referred [C.J.p. 49686] Zoning  
 Passed [C.J.p. 52351]

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**ZONING RECLASSIFICATIONS**

Map No. 11-J

Montrose One LLC  
 3811-3813 W Montrose Ave  
 App No. 21154T1, B3-1 to B2-3  
 Misc. Transmittal O2022-2807  
 Referred [C.J.p. 51485] Zoning

Map No. 12-D

Milhouse Development LLC  
 4731-4759 S Cottage Grove Ave  
 App No. 21156, RM-5 to B3-3  
 Misc. Transmittal O2022-2809  
 Referred [C.J.p. 51484] Zoning

Map No. 12-E

Two Fish Crab Shack Co.  
 641-647 E 47th St  
 App No. 21152T1, B1-1 to B1-3  
 Misc. Transmittal O2022-2805  
 Referred [C.J.p. 51487] Zoning

Map No. 12-I

Healthy Brighton Title Holding Corp. NFP  
 2833 W 47th St, 2749-2757 W 47th St, 2749-2745  
 W 47th St and 4717-4723 S California Ave  
 App No. 21090, C3-3, B3-2 and M1-2 to C3-3  
 then BPD  
 Misc. Transmittal SO2022-2354  
 Referred [C.J.p. 49683] Zoning  
 Passed as [C.J.p. 52352]  
 Substitute

Map No. 14-G

Thrive Englewood LLC  
 914 W 63rd St  
 App No. 20994, C1-3 to RBPD  
 Misc. Transmittal SO2022-1118  
 Referred [C.J.p. 46059] Zoning  
 Passed as [C.J.p. 52376]  
 Substitute

Map No. 14-J

Bekstiene, Margarita  
 3635-3637 W 59th Pl  
 App No. 21120, RS-2 to RS-3  
 Misc. Transmittal O2022-2734  
 Referred [C.J.p. 51477] Zoning

**ZONING RECLASSIFICATIONS**

Map No. 15-G

6036 Broadway LLC  
 6036 N Broadway  
 App No. 21114, B1-2 to C1-2  
 Misc. Transmittal O2022-2689  
 Referred [C.J.p. 51491] Zoning

Randall's Pub LLC

6341 N Clark St  
 App No. 21168, B3-2 to C1-2  
 Misc. Transmittal O2022-2920  
 Referred [C.J.p. 51485] Zoning

Valwork Properties LLC

5940 N Sheridan Rd  
 App No. 21167, B1-1 to B3-2  
 Misc. Transmittal O2022-2918  
 Referred [C.J.p. 51487] Zoning

Map No. 15-I

Napleton, Carol and Stephen  
 5832-5858 N Western Ave, 2401-2411 W  
 Thorndale Ave  
 App No. 21150, C1-2 to C2-2  
 Misc. Transmittal O2022-2803  
 Referred [C.J.p. 51485] Zoning

Map No. 15-M

Rivas, Gelacio  
 6248 W Hyacinth St  
 App No. 21158, RS-2 to RS-3  
 Misc. Transmittal O2022-2811  
 Referred [C.J.p. 51486] Zoning

Map No. 16-F

Preservation of Affordable Housing, Inc.  
 6930-6962 S Vincennes Ave, 100-108 W 70th St  
 App No. 21107, RT-4 to B1-3  
 Misc. Transmittal O2022-2468  
 Referred [C.J.p. 49686] Zoning  
 Passed [C.J.p. 52416]

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**ZONING RECLASSIFICATIONS**

**Map No. 18-D**

Shareef Capital Management LLC  
 7108 S Greenwood Ave  
 App No. 21142, RS-3 to RT-4  
 Misc. Transmittal O2022-2756  
 Referred [C.J.p. 51486] Zoning

**Map No. 18-E**

Worsham, Jr., Zedekiah  
 650 E 77th St  
 App No. 21098, RS-3 to RM-4.5  
 Misc. Transmittal O2022-2422  
 Referred [C.J.p. 49688] Zoning  
 Passed [C.J.p. 52416]

**Map No. 20-D**

Tamras, Ankido  
 8035 S Dobson Ave  
 App No. 21144, RS-3 to RT-4  
 Misc. Transmittal O2022-2758  
 Referred [C.J.p. 51487] Zoning

**Map No. 20-F**

Ahmad, Hammad  
 320 W 83rd St  
 App No. 21138, M1-2 to M2-1  
 Misc. Transmittal O2022-2743  
 Referred [C.J.p. 51475] Zoning

**SDR Chatham LLC**

201-357 W 83rd St, 8301-8455 S Stewart Ave  
 App No. 20996, BPD No. 966 to BPD No. 966 as amended  
 Misc. Transmittal SO2022-1159  
 Referred [C.J.p. 46058] Zoning  
 Passed as [C.J.p. 52207]  
 Substitute

**Map No. 20-H**

8317-8321 S Paulina St  
 App No. A8777, RS-3 to RT-4  
 Brookins (21) O2022-2459  
 Referred [C.J.p. 51224] Zoning  
 Passed [C.J.p. 52417]

**ZONING RECLASSIFICATIONS**

**Map No. 20-I**

Gallery LKC LLC  
 2449 W 79th St  
 App No. 21117, B1-1 to C1-1  
 Misc. Transmittal O2022-2731  
 Referred [C.J.p. 51482] Zoning

**Map No. 22-A**

Mackinaw Holdings LLC  
 8800 S Mackinaw Ave  
 App No. 21112, RS-2 to C1-1  
 Misc. Transmittal O2022-2677  
 Referred [C.J.p. 51483] Zoning

**Map No. 22-E**

Greer, Antonio and Jessica  
 8857 S State St  
 App No. 21169, RS-2 to B1-1  
 Misc. Transmittal O2022-2922  
 Referred [C.J.p. 51482] Zoning

**Map No. 22-G**

Safety & SEcurity Real Estate Solutions LLC  
 8900 S Genoa Ave  
 App No. 21092, M1-1 to M2-1  
 Misc. Transmittal O2022-2380  
 Referred [C.J.p. 49686] Zoning  
 Passed [C.J.p. 52417]

**Map No. 24-H**

Medical Management International, Inc.  
 9517-9535 S Western Ave  
 App No. 21157T1, B1-2 to B3-2  
 Misc. Transmittal O2022-2810  
 Referred [C.J.p. 51484] Zoning

**Map No. 26-A**

Medina, Maria  
 10759 S Burley Ave  
 App No. 21014T1, M1-2 to C1-2  
 Misc. Transmittal SO2022-1110  
 Referred [C.J.p. 46056] Zoning  
 Passed as [C.J.p. 52418]  
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**ZONING RECLASSIFICATIONS**

**Map No. 26-E**

Cup O' Joe Coffee LLC

756 E 111th St

App No. 21126, BRIPD No. 1167 as amended to  
BRIPD No. 1167 as amended

Misc. Transmittal O2022-2740

Referred [C.J.p. 51479] Zoning

**Map No. 26-J**

10813 S Homan Ave

RS-2 to B1-1

O'Shea (19) O2022-2626

Referred [C.J.p. 52651] Zoning

**Map No. 45-B**

Community Builders, Inc., The

4651-4719 N Western Ave, 2320-2332 W Leland  
Ave, and 2323-2333 W Leland Ave

App No. 21122, B3-2 to B3-3 then RBPD

Misc. Transmittal O2022-2736

Referred [C.J.p. 51478] Zoning

**Map No. 118-B**

SL Solar Lofts LLC

2542-2558 S Federal St, 100-108 W 26th St

App No. 21083, C2-3 to B2-5 then RPD

Misc. Transmittal SO2022-2056

Referred [C.J.p. 49686] Zoning

Passed as [C.J.p. 52422]

Substitute

**Map No. 146-B**

Northwestern Memorial Healthcare

747-757 E 48th St, 4800-4848 S Cottage Grove  
Ave

App No. 21084, C2-3 to C2-5 then BPD

Misc. Transmittal SO2022-2057

Referred [C.J.p. 49684] Zoning

Passed as [C.J.p. 52451]

Substitute